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Franklin County Recorder

DECLARATION

OF

CONDOMINIUM

FOR

CHATTERTON COMMONS CONDOMINIUM

A Residential Condominium
In the
City of Columbus, Franklin County, Ohio

NOT A CERTIFIED COPY

AUDITOR'S CERTIFICATION

I certify that a copy of this Declaration and all drawings attached as Exhibits have been filed with the office of the Auditor of Franklin County, Ohio.

Dated: Dec. 20, 2004 BY: Joseph W. Testa / Janet Lenning
Franklin County Auditor

THIS INSTRUMENT PREPARED BY:
M. Shannon Martin, Esq.
33 W. First Street, Suite 600
Dayton, Ohio 45402

TRANSFERRED

DEC 20 2004

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 142 PAGE 53-54

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SUPERSEDED Copy

EXHIBITS

EXHIBIT A:	LEGAL DESCRIPTION OF THE PROJECT
EXHIBIT A-1:	LEGAL DESCRIPTION OF PROPERTY ASSOCIATED WITH THE CONDOMINIUM PROPERTY
EXHIBIT A-2:	LEGAL DESCRIPTION OF ADDITIONAL PROPERTY
EXHIBIT B:	SITE PLAN
EXHIBIT C:	CONDOMINIUM DRAWINGS
EXHIBIT D:	UNIT IDENTIFICATION SCHEDULE – INITIAL UNITS
EXHIBIT E:	CODE OF REGULATIONS AND BY-LAWS

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DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM, is made by MARONDA HOMES, INC. OF OHIO aka MARONDA HOMES OF OHIO, INC., an Ohio corporation, ("Declarant"), effective as of the 18th day of November, 2004.

RECITALS

A. Declarant is the fee simple owner of an approximately 14.352 acre parcel or parcels of real property located in the City of Columbus, Franklin County, Ohio, and being more fully described on attached Exhibit A (the "Project").

B. Declarant intends to develop the entire Project into a residential townhouse-style condominium subdivision, consisting of two-story and three-story fourplexes and sixplexes. It is anticipated that the development will consist of twenty-two (22) buildings, ten (10) fourplex buildings and twelve (12) sixplex buildings, containing one hundred twelve (112) individual condominium units. Twenty (20) of the units will have approximately 1,701 square feet of living space ("1,701 Sq. Ft. Units"); Twenty (20) of the units will have approximately 1,383 square feet of living space ("1,383 Sq. Ft. Units"); and Seventy-Two (72) of the units will have approximately 1,416 square feet of living space ("1,416 Sq. Ft. Units"), together with either a one or two car attached garage and corresponding limited common elements, on property described on Exhibit A-1 and all as shown on the Site Plan attached as Exhibit B (the "Condominium Property")

C. Declarant desires to subject the Condominium Property, together with all buildings, structures, improvements and other permanent fixtures now or in the future situated on the Condominium Property, and all privileges belonging or in any way appurtenant to the Condominium Property, to the provisions of Chapter 5311 of the Ohio Revised Code.

F. Declarant further desires to establish certain easements and rights in, over, and upon the Condominium Property, and certain mutually beneficial restrictions and obligations with respect to the use and maintenance of the Condominium Property, for the mutual benefit of all future owners, mortgagees, or occupants of any part of the Condominium Property.

G. Declarant further desires and intends that the owners, mortgagees, occupants, and other persons who acquire an interest in the Condominium Property shall enjoy the benefits and hold their interests subject to the rights, easements, privileges and restrictions provided in this Declaration.

DECLARATIONS

NOW THEREFORE, Declarant makes the following Declaration as to the covenants, conditions, restrictions, limitations, and uses pertaining to the Condominium Property:

ARTICLE I
DEFINITIONS

In addition to other terms that are separately defined in this Declaration, the Bylaws or in the Ohio Revised Code, the following words and phrases have the meanings ascribed below:

(1) **Additional Property** means the present or future improvements on property located adjacent to the Condominium Property, which may be added to the Condominium in later phases by amendment of this Declaration in the manner provided by law, but which is not yet submitted to this Declaration, including the property described on Exhibit A-2 attached hereto.

(2) **Association** means **Chatterton Commons Condominium Association, Inc.**, an Ohio nonprofit corporation, and its successors and assigns. This phrase has the same meaning as the phrase "unit owners association" as defined in Chapter 5311 of the Ohio Revised Code.

(3) **Board** means the Board of Directors (aka Board of Trustees) of the Association, and includes those persons who as a group serve as the Board of Directors. The phrase has the same meaning as the board of directors of the Association, as that term is used in Chapter 1702 of the Ohio Revised Code.

(4) **Building** means a permanent structure constructed on the Condominium Property in which one or more Units are located for use and occupancy by the Unit Owners and their lessees, employees, agents, guests, invitees, successors and assigns. Each Building is either a detached fourplex or detached sixplex and related garages.

(5) **Bylaws** means the Bylaws of the Association created under Chapter 5311 of the Ohio Revised Code, and which also serve as the code of regulations of the Association under Chapter 1702 of the Ohio Revised Code. This term also includes all future amendments to the Bylaws. A true and accurate copy of the Bylaws are attached to this Declaration as Exhibit E.

(6) **Common Elements** means all of the Condominium Property, except that which is specifically defined and referred to as a Unit. This phrase has the same meaning as the phrase "common elements" as defined in Chapter 5311 of the Ohio Revised Code.

(7) **Common Assessments** means the assessments charged proportionately on the basis of Percentage of Ownership against all Units for common purposes.

(8) **Common Expenses** means those expenses designated as such by Chapter 5311 of the Ohio Revised Code, or under this Declaration, or both.

(9) **Condominium** means Chatterton Commons Condominium, the condominium regime for the Condominium Property created under this Declaration pursuant to Chapter 5311 of the Ohio Revised Code.

(10) **Condominium Ownership Interest** means a fee simple estate or a 99 year leasehold estate, renewable forever, in a Unit, together with its appurtenant undivided interest in the Common Elements.

(11) **Condominium Instruments** means the Declaration and accompanying drawings and plans, the bylaws of the unit owners association, the condominium development disclosure statement described in section 5311.26 of the Revised Code, any contracts pertaining to the management of the condominium property, and any other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit.

(12) **Condominium Property** means the land, all Buildings, fixtures, improvements and structures on the land, all easements, rights and appurtenances belonging to the land, and all articles of personal property submitted to the provisions of Chapter 5311 of the Ohio Revised Code by this Declaration.

(13) **Control Period** means a period of time ending on the earlier of: (a) five years from the date on which the Declaration is recorded; (b) thirty (30) days after the closing of the sale and conveyance by Declarant to purchasers in good faith for value of Units holding 75% of the interest in the Common Elements; or (c) until 100% of the Condominium Ownership Interests have been sold and conveyed by Declarant.

(14) **Declarant** means Maronda Homes, Inc. of Ohio aka Maronda Homes of Ohio, Inc., an Ohio corporation, and its successors and assigns. The Declarant is the "developer" as that term is defined in Chapter 5311 of the Ohio Revised Code.

(15) **Declaration** means this instrument by which the Condominium Property is submitted to the provisions of Chapter 5311 of the Ohio Revised Code, including all exhibits attached to this instrument and all future amendments of this instrument or any of the exhibits.

(16) **Drawings** means those drawings required in §5311.07 of the Ohio Revised Code which are attached as Exhibit C to this Declaration, or any future amendments to those drawings.

(17) **Eligible Holder(s) of First Mortgage(s)** means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association requesting notification of any proposed action that requires the consent of a specified percentage of Eligible Holders of First Mortgages.

(18) **Limited Common Elements** means those Common Elements designated in the Declaration as reserved for the use of a certain Unit to the exclusion of the other Units. This phrase has the same meaning as the phrase "limited common elements" as defined in Chapter 5311 of the Ohio Revised Code.

(19) **Majority of Unit Owners** means those Unit Owners who in combination hold 51% or more of the voting power of the Association, based upon their respective Percentage of Ownership.

(20) **Managing Agent** means a manager or managing agent retained or employed by the Association for the purposes provided in this Declaration.

(21) **Site Plan** means the concept plan for all initial and proposed future improvements to the Lot, as shown on attached Exhibit B.

(22) **Member** means a member of the Association. All Unit Owners are Members, and only Unit Owners may be Members.

(23) **Percentage of Ownership** means the proportional ownership interest of each Unit in the Common Elements in comparison to the total ownership interests of all Units in the entire Condominium Property, as provided in this Declaration.

(24) **Person** means a natural individual, corporation, general or limited partnership, partnership having limited liability, limited liability company, trustee, fiduciary or other entity legally authorized to hold title to real property.

(25) **Project** means the entire parcel or parcels of real property, including the Condominium Property and the Additional Property, described in attached Exhibit A.

(26) **Quorum** means the presence in person or by proxy of a Majority of Unit Owners.

(27) **Rules and Regulations** means those rules and regulations adopted by the Board governing the use and enjoyment of the Condominium Property, and including any future amendments to those rules and regulations.

(28) **Special Individual Unit Assessment** means an assessment levied or charged by the Board against a Unit or Units which provides that a particular Unit or Units may be responsible for expenses, charges or costs which are not chargeable or assessable against all Units in the Condominium.

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(29) **Unit** means a part of the Condominium Property consisting of one of the four or six individual residential portions of a Building which are designated as a Unit in this Declaration and which are delineated as such on the Drawings.

(30) **Unit Owner** means a Person who owns a Condominium Ownership Interest in a Unit.

ARTICLE II
NAME, PURPOSE, AND ADMINISTRATION

2.01 **Name.** The Condominium Property shall be known as Chatterton Commons Condominium.

2.02 **Purpose and Use.** The Condominium Property shall be used for single family residential purposes and for any related or incidental purposes, including use as a model home or sales office by Declarant, but for no other purposes.

2.03 **Administration.** The Condominium Property shall be administered in accordance with the provisions of this Declaration, the Bylaws of the Association, the Rules and Regulations, and applicable provisions of the Ohio Revised Code, as the same may be amended in the future. Each Unit Owner, tenant, or occupant of a Unit, and all other Persons having an interest in or using any portion of the Condominium Property, shall at all times comply with all terms and conditions of this Declaration, the Bylaws, the Rules and Regulations, and the Ohio Revised Code regarding condominium law, together with the decisions and resolutions of the Board.

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ARTICLE III
LOCATION AND DESCRIPTION OF BUILDINGS

3.01 **Location.** The Condominium Property fronts on Chatterton Road in the City of Columbus, Franklin County, Ohio. The Buildings have direct access to Chatterton Road, which is a publicly dedicated street. Units within the Condominium Property shall be located substantially as depicted on Exhibit B hereto.

3.02 **Description.** The Drawings attached hereto as Exhibit C depict the Units, and Building within the Condominium Property and all subsequent Additional Property. Initially there will be six (6) Buildings located on the Condominium Property as depicted on Exhibit B of the Drawings (Site Plan), containing a total of thirty (30) units. There will be twenty-two (22) total Buildings located in the Project when all Additional Property is developed and added. Ten (10) Buildings shall contain a total of four (4) separate Units and Twelve (12) Buildings shall contain a total of six (6) separate Units of the size and in the locations shown on the Drawings and as described in this Declaration. All additional Buildings to be constructed are depicted on Exhibit C of the Drawings.

Buildings shall be two and three stories in height and contain between 1,383 to 1,701 total square feet of living space, as measured by the interior dimensions, excluding the garages associated with each Unit. The Buildings are all built on a slab foundation with 2 X 4 inch wide wood exterior framing on the perimeter walls. The outside of the exterior walls of each Building are finished in vinyl and/or brick or stone product with periodic windows. The interior walls are constructed of wood or metal studs and drywall. The roof system is comprised of a combination of wood and/or steel trusses with pitched, shingled roof areas. The three-story Buildings will be constructed with the garage on the ground level.

ARTICLE IV
DESCRIPTION OF UNITS

4.01 **General.** Each of the Units within this Declaration shall consist of all of the space bounded by the undecorated surfaces of the perimeter walls, floors and the ceilings of each Unit, so as to constitute a complete enclosure of the entire interior space within each Unit. The dimensions, layouts and descriptions of each Unit are shown on the Drawings. Further, each Unit shall include without limitation all of the following:

(1) The undecorated surfaces, and all decorated, finished surfaces, including paint, lacquer, varnish, wallpaper, tile, carpet, vinyl, trim and other finishing materials applied to the exterior surface of all perimeter walls, floors and ceilings;

(2) All windows, screens and doors, including the frames, sashes and jambs, and the space they occupy;

(3) All interior walls, ceilings, floors and doors;

(4) All fixtures located within the bounds of a Unit, installed in and for the exclusive use of the Unit, commencing at the point of disconnection from the structural body of the Building, or from the point of disconnection of utility pipes, lines or systems serving the entire Building or more than one Unit within the Building, whichever may be applicable;

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

(6) All plumbing, electric, heating, cooling, ventilation and other utility service lines, pipes, wires, ducts or conduits which exclusively serve either the Unit or the fixtures located in the Unit, and which are located within the bounds of the Unit, except all plumbing, electrical, heating, cooling, ventilation and other utility service lines, pipes, wires, and ducts of conduits which are located within the bounds of a Unit, but which do not exclusively serve that Unit.

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4.02 **Type of Units.** The Buildings will be consistent in terms of architectural style. The Units are differentiated on the basis of the exterior materials and colors, interior dimensions, location, number of stories, and primary address of each Unit. The square footage of each Unit is measured on the basis of interior dimensions to the center of each dividing wall between the respective Units. The Unit number designations, address, and square footage of each Unit are identified on the Unit Identification Schedule attached as Exhibit D.

4.03 **Status.** The Units included in the Condominium Property are under construction as of the date of this Declaration.

ARTICLE V
DESCRIPTION OF COMMON ELEMENTS

5.01 **General.** The entire balance of the land and all improvements within the Condominium Property not specifically designated as part of a Unit, are declared and established as the Common Elements. The Common Elements specifically including, without limitation: (i) all footings and foundation walls of each Building, (ii) all components of the roof, including all trusses, rafters and exterior roofing materials, (iii) all vent stacks, (iv) all perimeter walls of each Building, including the perimeter wall framing, sheathing, brick and other exterior veneers and all other structural and supporting components of each Building, and (v) all walkways, roads, driveways, parking areas, trees, landscaping, lawns, stoops, wires, conduits, surface water drainage systems, utility lines, pumps and ducts, now or in the future situated on the Condominium Property.

5.02 **Status.** All Common Elements included in the Condominium Property subjected to this Declaration, are under construction as of the date of this Declaration. The Common Elements are depicted on Exhibit B attached hereto (Site Plan).

ARTICLE VI
DESCRIPTION OF LIMITED COMMON ELEMENTS

6.01 **Designation.** The areas included within the Common Elements and shown in the Drawings as being appurtenant to or otherwise serving only one or two Units within a Building, are deemed Limited Common Elements. All Limited Common Elements are a sub-part of the Common Elements, and are subject to the same restrictions and limitations as are provided in this Declaration for Common Elements.

6.02 **General Description.** All lots upon which the Buildings are located, all exterior and structural components of each Building, all division walls between Units within a Building, and all plumbing, electrical, heating, cooling, ventilation and other utility service lines, pipes, wires, ducts and conduits that serve only one Unit shall be Limited Common Elements. In addition, each Unit will be assigned the exclusive use of the driveway, front door walkway and stoop, and rear patio or deck directly contiguous to the

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particular Unit. The boundaries of each of the Limited Common Elements and the Units to which they are assigned are specifically identified in the Drawings.

6.03 **Restrictions of Use.** All Limited Common Elements are designated as reserved for the exclusive use and enjoyment of the Unit or Units to which they are appurtenant and to which they serve, as shown in the Drawings and as described in this Article.

6.04 **Status.** All Limited Common Elements included in the Condominium Property subjected to this Declaration are under construction as of the date of this Declaration.

ARTICLE VII
USE OF COMMON ELEMENTS

7.01 **General.** Each Unit Owner shall have the right to use all of the Common Elements for all purposes incident to the use and occupancy of the Unit Owner's Unit as a residence. Such use shall include uses as are permitted in this Declaration or the Bylaws, including without limitation the non-exclusive easement together with other Unit Owners for surface water drainage, and for ingress and egress to and from their respective Units. Such rights shall be appurtenant to and shall run with each Unit. The extent of such ownership in the Common Elements is deemed and expressed by the Percentage of Ownership described in this Declaration, which shall remain constant except by an amendment as provided in this Declaration. Each Unit Owner's right to use of Common Elements shall be subject to the terms, conditions and limitations set out in this Declaration and in the Articles and By-Laws and is further expressly limited with respect to Limited Common Elements as provided in this Declaration.

ARTICLE VIII
OWNERSHIP OF COMMON ELEMENTS

8.01 **Percentage of Ownership.** Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners. The Percentage of Ownership of each Unit within a Building containing multiple Units includes a proportional share of the Common Elements and Limited Common Elements attributable to those Units. The Percentage of Ownership of each Unit is shown on the Unit Identification Schedule attached as Exhibit D.

8.02 **Computation.** Each Unit's Percentage of Ownership represents a par value assignment and is determined by the total number of Units to be submitted within the Condominium Property once all Additional Property is added. Therefore, the Percentage of Ownership of a particular Unit is equal to a fraction, the numerator of which is one, and the denominator of which is the total number of Units within the Condominium Property and all Additional Property.

8.03 **Amendment.** The Percentage of Ownership shall not be altered or diminished, except by a proper amendment in the manner provided in this Declaration.

ARTICLE IX
REGULATION OF COMMON ELEMENTS

9.01 **General.** The Board may by majority vote adopt reasonable Rules and Regulations, and amendments to the same, which the Board may deem advisable for the maintenance, conservation and beautification of the Condominium Property and for the health, comfort, safety and general welfare of the Unit Owners and occupants of the Condominium Property. The Board shall give all Unit Owners and occupants of the Condominium Property written notice and copies of the Rules and Regulations, and any amendments.

9.02 **Fines and Penalties.** The Rules and Regulations may establish reasonable fines and penalties for violations of the Rules and Regulations. Any of these fines and penalties shall be considered a Special Individual Unit Assessment against the Unit for which it is imposed or charged.

9.03 **Conflict.** If there is any conflict between the Rules and Regulations and the provisions of this Declaration or the Bylaws, the provisions of the Declaration or Bylaws shall govern.

ARTICLE X
RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY

10.01 **Restrictions.** In addition to other restrictions set forth in this Declaration, the Rules and Regulations, and Bylaws, the Condominium Property shall be subject to the following restrictions:

(1) Unit Uses. Except as otherwise provided in this Declaration, no Unit will be used for any purpose other than residential purposes. To the extent permitted by law, a Unit Owner may use a portion of his or her Unit for an office or studio (other than a music studio), but only if these activities: (a) do not interfere with the quiet enjoyment or comfort of any other Unit Owner or occupant, and (b) do not increase the normal flow of traffic or individuals in and out of the Condominium Property or in and out of that Unit.

(2) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes or curtains with white, cream or other solid earth-tone lining facing the exterior) or placed on the outside walls of a building or otherwise outside of a Unit, and no awning, canopy, shutter, or television or citizens' band or other radio antenna or transmitter, satellite dish, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or in or on a patio or balcony unless authorized by the Board, and subject to such Rules and Regulations as the Board may adopt from time to time. Notwithstanding anything to the contrary herein, any Owner may install one satellite dish on the exterior of the Building or on the ground within the Limited Common Element associated with such Owner's Unit,

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provided that (i) the satellite dish is installed in the rear of the Building, (ii) that the satellite dish be no more than twenty-four inches (24") in diameter; and (iii) that the Owner installing such satellite dish shall repair or replace any damage caused to the Building or Limited Common Element as a result of the installation or removal of the satellite dish.

(3) Signs. No signs shall be permitted to be placed on any portion of the Condominium Property, including on the outside or inside of windows of any Unit, except for: (i) signs of the Declarant; or (ii) signs advertising the sale or lease of a Unit, provided such signs do not exceed six (6) square feet in total area.

(4) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Elements, nor shall either be used in any way or for any purpose which may endanger the health or unreasonably disturb any Unit Owner.

(5) Rental of Units. The Owners of the respective Units, and any mortgagee in possession of a Unit, shall have the right to lease the Unit. This right will be subject to the following limitations: (a) any lease shall provide that it is subject to the covenants and restrictions in this Declaration, the Bylaws, and the Rules and Regulations, including but not limited to all restrictions on use; and (b) leasing for hotel or transient purposes is prohibited. For purposes of this Declaration, any lease for less than six (6) months will be deemed a lease for hotel or transient purposes.

(6) Replacements. Any Building erected to replace a destroyed Building shall be of new construction, be of the same size, design, and construction to that replaced.

(7) Structural Integrity. Nothing shall be done in any Unit, or in, on, or to the Common Elements, that may impair the structural integrity of any Building or Unit.

(8) Animals. Except as provided in this paragraph, no animals, livestock, or poultry of any kind shall be raised, bred or kept in any unit or in the Common Elements. Notwithstanding the foregoing, a maximum of four (4) non-aggressive, household domesticated pets, not exceeding 65 pounds each, which shall include a maximum of two (2) dogs, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Elements except on a leash maintained by a responsible person; (ii) notoriously aggressive breeds of dogs shall not be permitted, including, in particular but not by way of limitation, pit bulls, rottweillers, doberman pinchers, chows and german shepards; and (iii) the permitting of animals on the Common Elements shall be subject to such Rules and Regulations as the Board may from time to time promulgate, including the right to levy fines and enforcement charges against persons who do not clean up after their pets. Any pet causing or creating a nuisance or unreasonable

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disturbance will be permanently removed from the Unit upon seven (7) days' written notice from the Board.

(9) Conveyances. Each Unit shall be conveyed as a separately designated and legally described fee simple absolute estate subject to the terms, conditions, and provisions of this Declaration, the Rules and Regulations, Bylaws, and applicable laws. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage, or other instrument of conveyance or encumbrance. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association of the name of any purchaser, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to such other person. In addition, each Unit Owner agrees to provide to a purchaser with a true and accurate copy of this Declaration, as well as the Bylaws and Rules and Regulations then in effect.

(10) Non-Discrimination. No Unit Owner (including the Declarant), or any employee, agent, or representative, shall discriminate on the basis of race, religion, color, sex, handicap, familial status, or national origin in the sale, lease, or rental of any Unit, nor in the use of the Common Elements.

(11) Architectural Control. Except as otherwise specifically provided in this Declaration, no fence, wall, sign, or other structure shall be commenced, erected, or maintained on the Condominium, nor shall any exterior addition to or change or alteration of any Building 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 Buildings and topography.

Notwithstanding anything to the contrary herein:

(a) Fences shall not be permitted to be installed at anytime during the Control Period;
(b) Any fences installed after the Control Period with the approval of the Board, shall not exceed six (6) feet in height;
(c) No deck shall not exceed fifteen feet (15') by fifteen feet (15') on the 1,648 Sq. Ft. Units or fifteen feet (15') by twenty-four feet (24') on the 2,544 Sq. Ft. Units;
(d) Decks shall only be stained to a natural wood color;
(e) Chain-link fencing shall be prohibited;
(f) If deck is hindered by an obstruction either natural or by builder/developer, deck will be 2 feet less than obstruction.

(12) Appeal to Board. In the event of any dispute between Unit Owners as to the application of these restrictions or any Rules and Regulations promulgated by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the nature of the dispute. The Board shall set a time, date, and place for a hearing thereon within 60 days after receipt of the complaint, and give written notice to each affected party no less than three days in advance. The Board shall hear such evidence on the dispute as the Board deems proper, and render a written decision on the matter to each party within 30 days after the hearing.

(13) Obstruction of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be temporarily or permanently stored or placed in or on the Common Elements, without the prior consent of the Board. No Unit Owner or occupant of any Unit shall cause or permit any damage to or destruction of any portion of the Common Elements.

(14) Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of any Building or its contents, or which will result in the cancellation of insurance on any Building or its contents, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in the Person's Unit or in the Common Elements which would be in violation of any law, including without limitation any federal, state or local environmental laws. No waste will be permitted in the Common Elements.

(15) Alteration of Common Elements. No Unit Owner or occupant shall in any respect alter, damage or destroy any portion of the Common Elements, nor construct anything on or remove anything from the Common Elements, without prior written consent of the Board.

(16) Vehicle Parking. No vehicle shall ever be parked on any portion of the Common Elements that is not paved and specifically designated for parking. On-street parking shall be prohibited at all times unless specific approval of the Board is obtain in advance and in no event shall on-street parking be permitted during the hours of midnight and 8:00 A.M. All Unit Owners and occupants shall at all times use only those driveways that are designated as Limited Common Elements for their specific Unit. All driveways shall be used only for parking of operable passenger motor vehicles and for no other use without the prior written consent of the Board. Further, no recreational vehicles, motor homes, boats, or trailers may be parked or stored on any portion of the Common Elements, including driveways, at any time for any reason. Commercial trucks, trailers or vans may only be parked in the Common Elements, including driveways, the minimum time necessary for delivery or pick-up of materials or supplies to and from a Unit.

(17) Trash and Storage. All trash, rubbish, garbage or other materials being disposed of ("Trash") by Unit Owners, their guests, invitees, or tenants, must be

placed in proper trash containers. The Association, through the Board, shall have complete authority to regulate the methods of Trash disposal, the location, size and type of receptacles for the Trash, the method and manner by which the Trash is collected, the selection of the organization, agent or independent contractor to be responsible for collection and removal of the Trash, and all other matters concerning Trash. All Unit Owners are responsible for keeping their Units and the Common Elements free of Trash and in a neat and clean condition at all times.

(18) Fencing. No fencing, walls, or any other form of barrier shall be permitted on any portion of the Common Elements, with the exception of those installed by the Declarant.

(19) Governmental Regulations. All activities on and uses within the Condominium Property shall comply with all applicable present and future federal, state and local governmental laws, statutes, ordinances, rules, regulations, codes, orders and directives, including without limitation all zoning restrictions imposed upon the Condominium Property.

ARTICLE XI
UNIT OWNERS ASSOCIATION

11.01 **General.** Declarant has formed the Association to administer the Condominium Property. The Association shall be governed by this Declaration and the Bylaws. The Board and the officers of the Association, elected as provided in the Bylaws, shall exercise the powers, discharge the duties, and be vested with all rights and obligations conferred or imposed upon the Association by operation of law, by the Bylaws, and by this Declaration.

11.02 **Membership in the Association.** Membership in the Association is limited to Unit Owners only. Upon acquisition of title to a Unit, each Unit Owner shall automatically become a Member of the Association. Such membership shall automatically terminate upon the sale or other disposition by such Member of the Member's Condominium Ownership Interest, at which time the new Unit Owner of such Unit shall automatically become a Member in such Member's place. Declarant shall be a Member as long as it retains title to any Unit.

11.03 **Voting Rights.** Each Unit Owner shall be entitled to vote in accordance with the Percentage of Ownership of any Unit the Unit Owner owns. If a Unit has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Unit Owners, the voting rights of such Unit shall not be exercised so long as it continues to be so held. If two or more Persons own undivided interests in a Unit, each Person may vote his or her proportional share of the combined voting power applicable to that Unit as defined in Exhibit D.

11.04 **Service of Process.** The original Statutory Agent of the Association for the purpose of receiving service of process for the Association shall be Mark Demarest. The

Board may appoint a successor Statutory Agent at any time by filing the appropriate documents with the Secretary of State of Ohio.

11.05 **Initial Meeting of Members.** The initial meeting of the Members of the Association shall be held no later than 30 days after the date on which at least 25% of the Condominium Ownership Interests have been sold and conveyed by the Declarant. The purpose of the initial meeting shall be to elect members to the Board from Unit Owners in the manner provided in the Bylaws and subject to limitations provided in the Ohio Revised Code.

11.06 **Declarant's Rights and Rights of Unit Owners.** As is specifically authorized by Ohio Revised Code Section 5311.08(D), during the Control Period, the Declarant shall have the discretion to select the Board to exercise the powers, rights, duties and functions of the Association, provided, however, that prior to the expiration of the Control Period, the Unit Owners, as Members of the Association, shall have the right to elect Directors as permitted pursuant to Ohio Revised Code Section 5311.08, as follows:

(1) 25% Ownership Elects One-Third of Directors. In the manner required by Section 5311.08(C) of the Ohio Revised Code, no less than one-third of the members of the Board of Trustees of the Association shall be elected solely by the Members not later than the time that Units holding 25% of the percentage interest in the Common Elements have been sold and have been conveyed by the Declarant to Unit Owners other than the Declarant.

(2) Special Meetings for Election. The above requirements may be met by holding a special meeting of all Members of the Association after a contract has been signed for sale by the Declarant of such unit constituting such percentage and before the closing of that sale; and at that meeting the Members shall be entitled to elect such members of the Board of Trustees of the Association constituting such percentage for a term ending at the special meeting of members for election described above.

(3) Time When Owners Take Control of the Association. The Unit Owners shall assume complete control of the Association upon expiration of the Control Period.

11.07 **Turnover.** Within 30 days after the expiration of the Control Period, the Association shall meet and elect all members of the Board and all other officers of the Association. The Persons elected shall take office immediately after the election. After this meeting, the Declarant shall deliver to the Board and officers correct and complete books and records of account as provided by the Bylaws and the Ohio Revised Code.

11.08 **Staggered Terms of Trustees; Cumulative Voting Permitted**. At the election required under Section 11.07 above, one (1) of the Trustee positions shall be filled for a term which will extend for one year plus an additional period of time until the next annual meeting of the members; one (1) Trustee position shall be filled for a term which will extend for two years plus an additional period of time until the next annual meeting of members; and one (1) Trustee position shall be filled for a term which will extend for

three years plus an additional period of time until the next annual meeting of members. As these terms expire, the successor Trustees shall be elected for three year terms, such that at least one-third of the Board has a term expiring annually. There shall be no limitation regarding the number of times a Trustee may be re-elected as such.

11.09 **Election of Trustees Results in Election of Officers, Through Representative Democracy**. Through the election of all of the Trustees on the Board of Trustees, the members of the Association will have taken control of the Board of Trustees. As the elected representatives of the members, the Board of Trustees will thereafter select the officers in the manner provided for in the Bylaws. Since the Trustees hold the power to elect and remove all officers, and since Section 1702.30 of the Ohio Revised Code states that all authority of a non-profit corporation shall be exercised by its Trustees (except where the law, the Articles of Incorporation or the regulations of the corporation require that action be otherwise authorized or taken), the above-described election by all members of the Trustees will give the members control not only of the Trustees but also of the officers and of the Association itself.

11.10 **Voting By Minors, By Joint Owners And By Fiduciaries**. As required by Ohio Revised Code Section 5311.22(B), fiduciaries who are owners of record of a unit may vote their respective interests as Unit Owners. If two or more persons, whether fiduciaries, tenants in common, or otherwise, own undivided interests in a unit, each may exercise such proportionate interest in said unit, but in no event shall more than one vote be cast with respect to any unit owned.

11.11 **No Compensation.** No member of the Board or officer of the Association shall receive any compensation for serving in such capacity, unless such compensation is otherwise approved in advance by a Majority of the Unit Owners.

11.12 **Limitations**. The Board shall not have authority to pay for out of its maintenance fund any capital additions and improvements having a total cost in excess of $2,000.00, unless it is for the purpose of replacing or restoring portions of the Common Elements, except as provided in this Declaration. The Board shall not authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring any expenditure in excess of $2,000.00 without in each case first obtaining the prior approval of a Majority of Unit Owners.

11.13 **Delegation of Duties.** The Board shall have the authority, but not the obligation, to delegate to any Person of its choice such duties and responsibilities of the Association as it may from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities. This delegation may be to one or more Persons for the performance of specific duties, or may be in the form of a manager or Managing Agent for the Association with such general rights and responsibilities as the Board may determine.

11.14 **Audited Financial Statements.** The Association shall make available, upon written request, an audited financial statement for the preceding fiscal year available to the holder, insurer, or guarantor of any first mortgage that is secured by any Unit. The audited financial statement must be available within one hundred twenty (120) days of the end of the Association's fiscal year.

ARTICLE XII
AMENDMENT OF DECLARATION AND BYLAWS

12.01 **General.** Unless otherwise specifically provided in this Declaration or in the Ohio Revised Code, this Declaration and the Bylaws may be amended only upon the affirmative vote of the Unit Owners entitled to exercise at least 75% of the voting power of the Association. Any amendment must be executed and recorded in the same manner and with the same formalities as is required for this original Declaration. The amendment must also recite the recording information of this original Declaration as a prior instrument reference.

12.02 **Mortgage or Mortgagee.** Any amendment which adversely affects the value, priority, security or the underwriting requirements of any mortgagee of record shall require the written consent of such mortgagee of record. In addition, any amendment affecting language specifically referring to mortgagees shall require the written consent of all mortgagees of record.

12.03 **Declarant's Rights.** Any amendment affecting any rights granted or reserved to the Declarant in this Declaration or the Bylaws shall require the written consent of the Declarant.

12.04 **Limited Declarant's Right.** In addition to any other rights granted to Declarant in this Declaration, Declarant reserves the right and power during the Control Period to amend this Declaration, the Bylaws and to execute any and all documents deemed necessary or desirable by Declarant to conform to its development plans, to conform to the requirements of any lending institution, or to correct scrivener, clerical, or typographical mistakes or drafting inconsistencies. By the acceptance of a deed to a Unit, each Unit Owner is deemed to have given, granted and conferred to Declarant a power of attorney, which right and power is coupled with an interest and runs with title to the Unit and is irrevocable during the Control Period.

ARTICLE XIII
MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

13.01 **Association.** Except as otherwise provided in this Declaration, the Association shall have exclusive power and responsibility for the management, maintenance, repairs, alterations and improvements of the Common Elements.

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13.02 **Delegation to Managing Agent.** The Association may delegate all or any portion of its authority to discharge its responsibilities in this Article to a Managing Agent. Any such delegation must be by a written contract of no longer than one year in duration and terminable by either party with or without cause upon 60 days' prior written notice, and without any termination charges or other penalties.

13.03 **Mortgagee.** A Managing Agent may be required by any lending institution holding mortgages on 51% or more of the Units, or by any group of lending institutions who in the aggregate hold mortgages on 51% or more of the Units. The Association shall provide such mortgagee or mortgagees with a copy of any management agreement entered into by the Association and such Managing Agent. Any management agreement entered into pursuant to this Section shall be subject to the same limitations concerning the duration and termination of the contract as apply to those voluntarily entered into by the Association.

13.04 **Unit Owner.** The responsibility of each Unit Owner shall be as follows:

(1) To maintain, repair and replace, at the Unit Owner's expense, all portions of the Unit Owner's Unit and all internal installations of such Unit such as heating, ventilation and air conditioning systems, plumbing and electrical fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries and/or which exclusively serve such Unit.

(2) To maintain, repair and replace, at the Unit Owner's expense, all portions of the Common Elements that may be damaged or destroyed by reason of the intentional or uninsured negligent act or neglect of the Unit Owner, or any guest, invitee, employee or agent of the Unit Owner.

(3) To maintain and repair all windows and doors of the Unit Owner's Unit and of all associated structures and fixtures that are appurtenances to the Unit Owner's Unit, and responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

(4) To perform the Unit Owner's responsibilities in such a manner so as not to unreasonably disturb or interfere with other Unit Owners or occupants of any other Unit.

(5) To promptly report to the Association or its Managing Agent any defect or need for repairs for which the Association is responsible.

(6) To not make any alterations, repairs, additions or replacements in any portion of the Condominium Property which are to be maintained by the Association, or to do anything which would or might jeopardize or impair the safety or soundness of any portion of the Condominium Property, or to impair any easement, without first obtaining the written consent of the Board, and with

respect to easements, the prior written consent of the Unit Owner or Unit Owners for whose benefit such easement exists.

13.05 **Construction Defects.** The obligation of the Association and of the Unit Owners to repair, maintain and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of any improvements. The undertaking of repair, maintenance or replacement by the Association or the Unit Owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

13.06 **Effect of Insurance or Construction Guarantees.** Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of a construction guarantee or insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing their respective obligations under this Declaration.

ARTICLE XIV
UTILITY SERVICES

14.01 **Unit Owner Responsibility.** 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 of that service shall be a common expense to be paid by the Association.

ARTICLE XV
EASEMENTS

15.01 **Easements for Repair, Maintenance and Restoration.** The Association shall have a right of access and an easement to, over, and through all of the Condominium Property, including each Unit, for ingress and egress and all other purposes which are necessary to enable the Association to perform its obligations, rights, and duties with regard to maintenance, repair, and restoration. The exercise of this easement, as it affects the individual Units, shall be at reasonable times with reasonable notice to the Unit Owners. Any damage resulting to a particular Unit through exercise of the easements granted in this Article shall be repaired by the Association, the cost of which will be a Common Expense to all of the Unit Owners.

15.02 **Easements for Certain Utilities.** The Association may hereafter grant easements on behalf of Unit Owners to entities for utility purposes for the benefit of all or any portion of the Condominium Property.

15.03 **Easements for Construction.** Declarant reserves for itself a right and easement to enter upon the Common Elements to do all things necessary to complete construction and to complete development of the Condominium Property.

15.04 **Easements for Encroachments.** In the event that construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements results in either a Common Element encroaching on a Unit, or a Unit encroaching on a Common Area, a valid easement shall be created for both the encroachment and its maintenance, so long as the encroachment continues to exist.

15.05 **Service Easements.** An easement is granted to all police, firemen, ambulance operators, mailmen, delivery persons, garbage and trash removal personnel, and all other similar persons providing necessary or beneficial services, and to the local governmental authorities, but not the public in general, to enter upon the Common Elements in the performance of their duties.

15.06 **Water Easement.** The Association shall have a right and easement to the exterior water taps or faucets of any Unit for the purpose of irrigating or watering any landscaping or lawns within the Common Elements. However, such use shall be reasonable and the Association shall reimburse the Unit Owner for any excessive use of water.

15.07 **Consent to Easements.** Each Unit Owner grants, and the transfer of title to a Unit Owner shall be deemed as such grant, to Declarant and/or to the Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, and the Unit Owner's mortgagee or mortgagees, such instruments as may be necessary to effectuate any easements granted or reserved by the Declarant or the Association in this Article. Each Unit Owner hereby consents in advance to the creation of such easements.

15.08 **Easements Shall Run With Land.** All easements and rights described in this Article are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant and Association, their respective successors and assigns and all Unit Owners, purchasers, mortgagees and any other Persons having a legal or equitable interest in any portion of the Condominium Property. Failure to refer specifically to any or all of the easements described in this Declaration in any deed of conveyance or in any mortgage, trust deed, or other evidence of obligation shall not defeat or fail to reserve these easements, but same shall be deemed conveyed or encumbered along with the Unit.

ARTICLE XVI
HAZARD INSURANCE

16.01 **Fire and Extended Coverage Insurance.** The Association, as a Common Expense, shall obtain and maintain for the benefit of all Unit Owners and mortgagees, insurance on all Buildings, (including without limitation all interior walls, fixtures, trim and other finish materials constituting Limited Common Elements, or within the

individual Units in the Building) and all other structures and improvements now or in the future constituting a part of the Condominium Property against loss or damage by fire, lightning and such other perils as are at this time comprehended within the term "extended coverage," with no co-insurance and in an amount not less than 100% of the replacement value. If such policy contains co-insurance provisions, the policy shall contain an agreed amount endorsement. Such insurance shall be written in the name of, and the proceeds shall be payable to, the Association for the benefit of each of the Unit Owners and mortgagees for the purposes described in this Article in accordance with each Unit Owner's Percentage of Ownership. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds to the reduction of any mortgage debt. The policy shall also provide that, despite any clause that gives the insurer the right to restore damage in lieu of a cash settlement, such right shall not exist in case the Condominium Property is removed from the provisions of Chapter 5311 of the Ohio Revised Code pursuant to this Declaration. Such policy shall provide coverage for built-in installed fixtures, equipment and finish materials in an amount not less than 100% of the replacement value, and shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Unit Owner. It is the intention of this Section that in the event of a loss by fire or other casualty, the insurance maintained by the Association will provide for the complete repair and restoration of all portions of the Building and all Units within the Building that constitute real property or fixtures to their original condition, with the exception of any personal property or trade fixtures within the Building.

16.02 **Prohibition.** No Unit Owner may purchase an individual policy of fire and extended coverage insurance for the Unit Owner's Unit or the Unit Owner's interest in the Common Elements as real property. If irrespective of this prohibition a Unit Owner purchases an individual policy insuring such Unit or interest, the Unit Owner shall be responsible to the Association for any loss or expense that such policy may cause in adjusting the Association's insurance, and such amount of loss shall be a lien on the Unit Owner's Unit and enforced in the manner provided in this Declaration.

16.03 **Certificates and Notice of Cancellation.** Any policy of insurance obtained under this Article shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice not less than 30 days prior to any expiration or cancellation of such coverage to any mortgagee or mortgagees of any Unit.

16.04 **Mutual Waiver of Subrogation.** The Association, all Unit Owners, affiliates of a Unit Owner, members of a Unit Owner's family, all tenants or other occupants of any Unit within the Condominium, and all insurers providing insurance coverage under this Article, on behalf of themselves and all others claiming under or through any of them, mutually and irrevocably waive all claims, actions, causes of action and rights of recovery against each other, including all rights of subrogation or assignment, for any loss or damage occurring to any portion of the Condominium Property resulting from any of the perils insured against under the insurance policy or policies required under this Article. However, nothing in this Section shall relieve the Association from any of its obligations

to obtain and maintain in full force and effect all policies of insurance provided in this Article.

16.05 **Mortgagee's Right.** If the required insurance coverage under this Article ceases to exist for any reason, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association, shall bear interest at a per annum rate 2% higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Condominium Property, and shall be due and payable to the mortgagee by the Association immediately on demand. The repayment of this obligation shall be secured by a special assessment against all Unit Owners in the manner provided in this Declaration and shall not require a vote of the Members.

16.06 **Sufficient Insurance.** If the improvements forming a part of the Condominium Property 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 are 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 of such costs. However, if within 30 days after such damage or destruction the Unit Owners, if they are entitled to do so pursuant to this Declaration, elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

16.07 **Insufficient Insurance.** If the improvements forming a part of the Condominium Property suffer damage or destruction from any cause or peril which is not insured against, or if insured against but the insurance proceeds from which are not sufficient to pay the cost of repair, restoration or reconstruction, unless the Unit Owners elect to withdraw the property from the provisions of this Declaration within 90 days after such damage or destruction, if they are entitled to do so pursuant to this Article, such repair, restoration or reconstruction of the Units so damaged or destroyed shall be undertaken by the Association at the expense of all the Unit Owners in the same proportions as their Percentage of Ownership. If any Unit Owner refuses or fails, after reasonable notice, to pay the Unit Owner's share of such cost in excess of available insurance proceeds, the Association shall assess the allocable share to that Unit Owner and the assessments shall have the same force and effect and, if not paid, may be enforced in the same manner as provided in this Declaration for the non-payment of assessments.

16.08 **Procedure for Reconstruction or Repair.** Immediately after a casualty causing damage to any portion of the Condominium Property, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board deems necessary.

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16.09 **Construction Funds.** The insurance proceeds and the sums received by the Association from the collection of special assessments against Unit Owners on account of any casualty shall be considered a special construction fund to be disbursed by the Association to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses. The first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance funds.

16.10 **Adjustment.** Each Unit Owner shall be deemed to have delegated to the Board the Unit Owner's right to adjust with insurance companies all losses under the insurance policies referred to in this Article.

16.11 **Non-Restoration of Damage or Destruction.** If substantial damage to or destruction of 2/3rds more of the Units occurs, the Unit Owners, by the affirmative vote of those entitled to exercise not less than 75% of the voting power, may elect not to repair or restore such damage or destruction. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition by any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale, together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective Percentage of Ownership. No Unit Owner shall receive any portion of the Unit Owner's share of such proceeds until all assessments, liens and encumbrances on the Unit Owner's Unit have been paid, released or discharged.

16.12 **Deductible.** Any amounts paid by the Association on the account of any insurance claim shall be a Special Individual Unit Assessment against the Unit for which such claim was presented.

16.13 **Unit Owner Insurance.** A Unit Owner shall be responsible for obtaining and paying all premiums for any fire, casualty or other forms of extended coverage insurance it deems necessary for the protection of the Unit Owner's personal property within the Unit Owner's Unit and/or associated Limited Common Area.

ARTICLE XVII
LIABILITY AND OTHER INSURANCE

17.01 **Liability Insurance.** The Association, as a Common Expense, shall insure itself, all members of the Board, all Unit Owners, employees, invitees, agents, tenants and all Persons lawfully in the possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, the Common Elements. Unless lower limits are otherwise approved by the Board, this liability insurance shall afford protection to a limit of not less than $3,000,000.00 for bodily injury, disease, illness or death suffered by any one person, and to a limit of not less than $3,000,000.00 for any one occurrence, and to the limit of not

less than $1,000,000.00 for damage to or destruction of property arising out of any one occurrence.

17.02 **Prohibition.** Such policy shall not insure against liability for personal injury or property damage arising out of or relating occurrences on or in the individual Units. A Unit Owner shall be responsible for obtaining and paying all premiums for any liability or other forms of insurance it deems necessary in connection with the use of the Unit Owner's Unit.

17.03 **Insufficient Liability Insurance.** If the proceeds of any liability policy are insufficient, any deficit shall be charged to all Unit Owners as a Special Individual Unit Assessment.

17.04 **Other Insurance.** The Association, as a Common Expense, shall also obtain such additional insurance as the Board considers necessary, including without limitation, fidelity bonds for anyone who handles or is responsible for funds held or administered by the Association.

17.05 **Amount of Fidelity Coverage.** The amount of any fidelity bond shall at a minimum be equal to the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal the sum of three months' assessments on the Units in the Condominium, together with the reserve funds, if any.

17.06 **Notice of Cancellation or Substantial Change.** Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association, and any mortgagee named in the mortgage clause if applicable, in writing of the cancellation or a substantial change of coverage at least 30 days prior to cancellation or substantial change of coverage.

17.07 **Annual Review.** The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually.

ARTICLE XVIII
REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY

18.01 **General.** The Association may by the affirmative vote of Unit Owners entitled to exercise not less than 75% of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board shall then proceed with such renewal and rehabilitation, the costs of which shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five days after receiving notice of such vote, to receive the fair market value of the Unit Owner's Unit, less the amount of any liens and encumbrances on the Unit as of the date such vote is taken, in return for a conveyance of the Unit Owner's Unit to the Association as trustee for all other Unit Owners, subject to all liens and

encumbrances. In the event of such election, the conveyance and payment of the consideration shall be made within ten days. The consideration paid to the electing Unit Owner shall be a Common Expense to the remaining Unit Owners. If the electing Unit Owner and a majority of the Board cannot agree upon the fair market value of such Unit, that determination shall be the average fair market value determined by three qualified appraisers, one of which shall be appointed by the electing Unit Owner, one of which shall be appointed by the Board and the third of which shall be appointed by the first two appraisers. The Association and the electing Unit Owner shall share the cost of all appraisals equally.

ARTICLE XIX
REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

19.01 **Abatement and Enjoinment.** The violation of any restriction, condition or regulation adopted by the Board, or the breach of any covenant or provision contained in this Declaration or in the Bylaws shall give the Board the right, in addition to the other rights described in this Declaration: (a) to enter into any Unit or other portion of the Condominium Property which or as to which such violation or breach exists, and to summarily abate and remove any structure, thing or condition that may exist contrary to the intent and meaning of this Declaration and the Bylaws, all of which shall be at the expense of the defaulting Unit Owner, and the Board or its Managing Agent shall not be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings the continuance of any breach, either at law or in equity.

19.02 **Civil Action.** Declarant, all Unit Owners, and any Person entitled to occupy a Unit of the Condominium Property are liable in a civil action for damages caused to any Person by reason of failure to comply with any lawful provision of this Declaration, the Bylaws or applicable provisions of the Ohio Revised Code. Any interested Person may commence an action for a declaratory judgment to determine its legal rights and responsibilities, or to obtain an injunction against a Declarant, any Unit Owner, or any Person entitled to occupy a Unit who refuses to comply, or threatens to refuse to comply, with any lawful provision of this Declaration, the Bylaws or applicable provisions of the Ohio Revised Code. One or more Unit Owners may bring a class action on behalf of all Unit Owners. The lawful provisions of the condominium instruments may, if necessary to carry out their purposes, be enforced against the Condominium Property or any person who owns or has previously owned any interest in the Condominium Property.

19.03 **Proper Party.** An action by the Association under this Article may be commenced by the Association in its own name or in the name of its Board or in the name of its Managing Agent.

19.04 **Attorney Fees.** In any action to enforce any term or condition of this Declaration or the Bylaws, or to collect any assessments as provided in this Declaration, the prevailing party in the action shall also be entitled to collect all costs and expenses incurred in such action, or in working with the defaulting party to cure the breach or default, including reasonable attorney fees.

ARTICLE XX
ASSESSMENTS AND LIEN OF ASSOCIATION

20.01 **Types of Assessments.** The Declarant for each Unit within the Condominium Property covenants, and with each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (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 provided below.

20.02 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of Unit Owners and occupants and the best interests of the Condominium Property.

20.03 **Elements-Apportionment; Due Dates.**

(1) Annual Operating Assessments.

(a) At such time prior to the closing by the Declarant of the sale of the first Unit, and prior to the beginning of each fiscal year of the Association, the Board shall estimate, and prorate among the Units on the basis of the Percentage of Ownership of each Unit in the Common Elements, common expenses of the Association consisting of the following:

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

(ii) the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

(iii) the estimated next fiscal year's costs for utility services not separately metered, if any, and waste disposal;

(iv) the estimated amount required to be collected to maintain a working capital fund in an amount not less than two months' estimated common expenses for each Unit, to assure the availability of funds for normal operations of the Association. (The initial contribution to such working capital fund shall be collected no later than at the closing of each Unit, and such initial amounts paid into this fund shall not be considered advance payments of regular assessments);

(v) an amount deemed adequate by the Board to maintain a reserve for the unexpected repairs of improvements and for the repair and replacement of major improvements for which cash

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reserves over a period of time in excess of one year ought to be maintained, and for the funding of insurance deductibles in the event of a casualty loss;

(vi) the estimated next year's costs for the operation, maintenance, 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 those services, and any other costs constituting common expenses not otherwise specifically excluded; and

(vii) the Association's share of any expense of maintenance, repair, and replacement of private streets on the Additional Property.

(b) The Board shall allocate to each Unit that Unit's share of all of the foregoing items, prorated in accordance with each Unit's Percentage of Ownership, and establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(c) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that this provision shall not prohibit any Unit Owner from prepaying assessments in annual, semi-annual, quarterly, or monthly increments. The due dates of any such installments shall be established by the Board and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly pro rata share of the annual operating assessment for that Unit.

(d) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(2) Special Assessments for Capital Improvements.

(a) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct, or replace capital improvements on the Common Elements to the extent that reserves are insufficient. New capital improvements not replacing existing improvements shall not be constructed nor shall special assessments be imposed for the same, if the cost in any fiscal year would exceed an

amount equal to 5% of that fiscal year's budget, unless the Board has first obtained (i) the prior consent of Unit Owners exercising no less than 75% of the voting power of Unit Owners; and (ii) the consent of Eligible Holders of First Mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by Eligible Holders of First Mortgages appertain.

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

(3) Special Individual Unit Assessment. The Board 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 properly chargeable by the terms of this Declaration to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of the Unit Owner, the cost of insurance premiums separately billed to a Unit Owner, and a Unit Owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject to that assessment. Additionally, during the first years of the Condominium's existence, and until such time as all real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her, or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit will be computed by multiplying the total taxes and assessments for all of the Condominium Property by the Percentage of Ownership in Common Elements attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding on all Unit Owners.

20.04 **Effective Date of Assessments.** Any assessment created in accordance with this Article shall be effective if written notice of the amount of the assessment is sent by the Board to the affected Unit Owner at least ten days prior to the due date of the assessment, or the due date of the first installment, 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 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.

20.05 **Effect of Nonpayment of Assessment; Remedies of the Association.**

(1) If any assessment or installment of any assessment is not paid within ten days after the same has become due, the Board, at its option, without demand or notice, may: (a) declare the entire unpaid balance of the assessment immediately due and payable; (b) charge interest on the entire unpaid balance (or an overdue installment, alone, if it has not exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine; and (c) charge a reasonable, uniform late fee, as determined from time to time by the Board. During the Control Period and continuing until modified by the Board, the late fee charged to any Unit Owner shall be equal to five percent (5%) of the overdue amount.

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

(3) At any time after an installment of an assessment remains unpaid for ten or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Franklin County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners of the Unit, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other chief officer of the Association.

(4) The lien provided for in this Article shall remain valid for a period of five years from the date the certificate of lien was duly filed, 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.

(5) Any Unit Owner who believes an assessment chargeable to him, her, or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Franklin County, Ohio, 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.

(6) Each such assessment together with interest and costs shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors; provided, however,

that the right of the Association to a lien against that Unit, or to foreclose any lien on a Unit for these delinquent assessments, interest, and costs shall not be impaired or abridged by reason of the transfer, but shall continue unaffected.

(7) The Association, as authorized by the Board, may file a lien to secure payment of delinquent assessments, interest, late charges, and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

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

20.06 **Subordination of the Lien to First Mortgages.** The lien of the assessments and charges provided for in this Article shall be subject to 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 is filed for record, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to the foreclosure sale.

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

ARTICLE XXI
CONDOMINIUM INSTRUMENT REQUIREMENTS

21.01 **General.** The Ohio Condominium Act, Chapter 5311 of the Ohio Revised Code, requires that certain information be provided in the Condominium Instruments. Much of this is provided elsewhere in this Declaration and in other documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following sections of this Article.

21.02 **Deposits.** Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the

closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of $2,000.00 or more is held for more than 90 days, interest at the rate equal to the prevailing rate payable by federally insured financial institutions in the County on daily interest accounts for any period exceeding 90 days shall be accrued and used as additional deposit and shall be credited to the buyer against the sale price at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

21.03 **Association Control.** Except in its capacity as a Unit Owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Elements after the conclusion of the Control Period. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Elements, as elsewhere provided in this Declaration, in compliance with the requirements of the Condominium Act. Neither the Association, nor the Unit Owners, will be subject to any management contact or agreement executed prior to the assumption of control of the Association by Unit Owners other than Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit Owners pursuant to the provisions of the By-Laws.

21.04 **Limited Warranty.** Following are the limited warranties (and limitations on those warranties) that the Declarant gives to the buyers of a Unit from it, which are not binding upon the Declarant or enforceable by the buyers unless and until the sale of the Unit to the buyers is closed.

(1) Units. Except as provided in subparagraph (c) below, Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship (as defined below), that arise within a period of one year from the date the deed to the buyers for that Unit is filed for record.

(2) Common Elements and Facilities. Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium as a whole, occasioned or necessitated by a defect in material or workmanship that arise within a period of two years from the date the deed is filed for record following the sale of the first Unit in the applicable Building to a purchaser in good faith for value.

(3) Appliances, etc. In the case of ranges, refrigerators, disposals, and other appliances, if any, installed and furnished by Declarant as part of the Unit, Declarant assigns to the buyers all express and implied warranties of the manufacturer, and Declarant's warranty with respect to such items is limited to Declarant's warranty that the same have been properly installed.

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(4) Extended Warranties. Declarant assigns to the buyers any warranties made to Declarant that exceed the time periods for warranties that Declarant has given to the buyers by this limited warranty.

(5) Limitations

(a) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at Declarant's cost, items containing defects covered by Declarant's warranty.

(b) No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

(c) Implied warranties, if any, are limited to one year from the date on which the Unit is deeded to the buyers, except to the extent, if any, that this limitation is not lawful.

(d) These written warranties are the only express warranties Declarant gives to the buyers unless additional warranties are included in a written contract between Declarant and the buyers.

(e) Any request for service must be sent in writing to the Declarant at such address as the Declarant may designate from time to time, in writing to the buyers. Declarant or Declarant's designated representative will commence performance of Declarant's obligations under this warranty within 30 days after receipt of the buyers' request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made during regular business hours.

21.05 **Other Rights.** This written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under law.

21.06 **Common Element Expansions.** With respect to the repair or replacement of roof and structural components, and mechanical, electrical, plumbing, and common service elements in areas added to the Condominium, the two year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the sale of the first Unit in that area added to a purchaser in good faith for value.

21.07 **Declarant's Obligations.** Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of the Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, commencing on the date that is one hundred eighty (180) days after the date of receipt by Declarant of an unconditional certificate of occupancy from the County.

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ARTICLE XXII
ADDITIONAL PROPERTY

22.01 **Reservation of Option to Expand.** Declarant expressly reserves the option at any time within a period of seven years, commencing on the date this Declaration is filed for record, to take the action so contemplated in submitting all or any part of any Additional Property, as improved, to the provisions of this Declaration and Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property.

22.02 **Option to Renew.** Declarant further reserves the right to renew the option to expand the Condominium Property pursuant to this Article for an additional period of seven years beyond the initial option period. Declarant must exercise this option to renew, if at all, within six months prior to the expiration of the original seven year option period. The renewal shall require the consent of the majority of the Unit Owners, other than Declarant. The only circumstances that will terminate this option to renew prior to the time limits described in this Article shall be the completion of the entire development by the submission of the maximum number of Units to the Condominium, as described in the Site Plan.

22.03 **Limitations on Declarant's Option.** Except as otherwise specified in this Article, there are no limitations on Declarant's option to add the Additional Property to the Condominium Property. Declarant shall not be required to obtain the consent of the Unit Owners to add such Additional Property, unless the Additional Property or any improvements to the Additional Property do not conform to the Site Plan. Unit Owners, by acceptance of a deed to a Unit, is deemed to, and does hereby consent to all Amendments to this Declaration adding the Additional Property to the Condominium Property.

22.04 **Additional Property.** Declarant, in its absolute discretion, may add all or any part of the Additional Property in one or more phases, and in whatever quantity, amount, sequence or order that it may determine. There are no limitations on Declarant as to the amount of the Additional Property to be added in any phase, the sequencing or order of such additions, or as to the boundaries or size of such additions. Any Buildings constructed on any of the Additional Property must be substantially identical to the Units created on the Condominium Property previously submitted and as set out in this Declaration.

22.05 **Declaration of Common Elements in Additional Property.** Declarant reserves the right to create common elements and limited common elements with the Additional Property, which areas shall be generally consistent with the types, sizes and number of common elements and limited common elements anticipated and shown in the Site Plan attached hereto as Exhibit B.

ARTICLE XXIII
AMENDMENTS

23.01 **Power to Amend.** Except as provided below or otherwise in this Declaration, amendment of this Declaration (or other Condominium Instruments) shall require: (a) the consent of Unit Owners exercising not less than 75% of the voting power of Unit Owner; and (b) the consent of Eligible Holders of First Mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by Eligible Holders of First Mortgages appertain. Notwithstanding the foregoing:

(1) Certain Amendments: the prior written consent of all Unit Owners shall be required for any amendment effecting a change in:

(a) the boundaries of any Unit;

(b) the Percentage of Ownership in the Common Elements appertaining to a Unit or the liability for common expenses appertaining to that Unit;

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

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

Notwithstanding the requirements of Section 23.01(a) above, Declarant reserves the right to make minor adjustments to the dimensions, floor plan, foot prints, easement locations, finished surfaces and the like without obtaining the consent of any Unit Owner when such changes are determined by Declarant in the course of construction and development of the Project, to be necessary or desirable to the Units or the portions of the Project affected by such modifications.

(2) Termination of Condominium: the prior written consent of Unit Owners exercising not less than 80% of the voting power of Unit Owners (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit), and the consent of Eligible Holders of First Mortgages on Units to which at least 75% of the votes of Units subject to mortgages held by Eligible Holders of First Mortgage liens appertain shall be required to terminate the Condominium; and

(3) Amendment to Condominium Instruments by Declarant: Notwithstanding anything herein to the contrary, pursuant to the authority set out in Section 5311.051, Declarant shall have the authority to amend the Declaration to add Additional Property without the necessity of obtaining the consent of the Unit Owners or Eligible Holders of First Mortgages, or to correct typographical errors or obvious factual errors the correction of which would not impair the interest of

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any Unit Owner or mortgagee; and further provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope of the Control Period; and

(4) Amendment of Declaration by Board: Without a vote of the Unit Owners, the Board may amend the Declaration or other Condominium Instruments in any manner necessary for any of the following purposes: 1) to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions, provided that the appropriate percentage (as described elsewhere in this Declaration) of Eligible Holders of First Mortgages is obtained; 2) to meet the requirements of insurance underwriters; 3) to bring the declaration into compliance with Chapter 5311 of the Ohio Revised Code; to correct clerical or typographical errors or obvious factual errors in the declaration or an exhibit to the declaration; 4) to designate a successor to the person named to receive service of process for the Association, or if the Association is incorporated this may be accomplished by filing with the secretary of state an appropriate change of statutory agent designation. Any Unit Owner who is aggrieved by an amendment to the Declaration by the Board made pursuant to this section may commence a declaratory judgment action to have the amendment declared invalid as violative of this section. Any action filed pursuant to this section shall be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment. An Eligible Holder of a First Mortgage on a Unit who receives a written request to approve additions or amendments under item (1) above who does not deliver or post the requesting party a negative response within 30 days after it receives such written notice (provided that notice was delivered by certified or registered mail, return receipt requested), shall be deemed to have approved such request.

23.02 **Method to Amend.** An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents described above, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with these provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Auditor and Recorder of Franklin County, Ohio.

ARTICLE XXIV
MISCELLANEOUS PROVISIONS

24.01 **Consent to Jurisdiction.** Any litigation arising out of or in any way related to this Declaration must be instituted by the complaining party, or removed to, and adjudicated in the Common Pleas Court of the county in which the Condominium Property is located, and all Persons interested in or affected by this Declaration consent to the personal jurisdiction of and venue in that court.

24.02 **Government Regulations.** All provisions of this Declaration are subject to all applicable laws, statutes, ordinances, rules and regulations of the governmental entities and agencies having jurisdiction over the Condominium Property and/or the Association.

24.03 **Constructive Notice.** By the acceptance of a deed of conveyance, all grantees of the Declarant and all other subsequent grantees of any interest in a Unit accept the same subject to all covenants, conditions, restrictions, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved in this Declaration, to the same extent as if fully rewritten in each instrument of conveyance.

24.04 **Covenants Running With Land.** All covenants, conditions, restrictions, reservations, obligations, rights, benefits and privileges provided in this Declaration shall be deemed to be covenants running with the land of the Condominium Property and each Unit, and shall bind any Person who at any time has any interest or estate in the Condominium Property or any Unit, and shall inure to the benefit of each Unit Owner to the same extent as if fully rewritten in each instrument of conveyance.

24.05 **Removal.** If at any time the Condominium Property is removed from the provisions of Chapter 5311 of the Ohio Revised Code, all easements, covenants, conditions, restrictions and other rights, benefits, privileges, impositions and obligations provided in this Declaration to run with the land or any Unit, shall terminate and be of no further force or effect.

24.06 **Notice to Mortgagees.** Upon written request to the Board, the holder of any recorded mortgage or trust deed against any Unit shall be given a copy of any notices and other documents permitted or required in this Declaration or the Bylaws to be given to the Unit Owner whose Unit is subject to the mortgage or trust deed, and a copy of any lien filed by the Association. The mortgage holder, insurer, or guarantor of the mortgage on any Unit, upon written request to the Association which shall state its name, address, and unit number or address of the Unit on which it holds, insures, or guarantees the mortgage, shall be provided timely notice from the Association regarding any of the following: 1) any condemnation or casualty loss that affects either a material portion of the project or the Unit secured by the mortgage, 2) any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage, and 3) any proposed action that requires the consent of a specified percentage of Eligible Holder(s) of First Mortgages or any action taken pursuant to Section 23.03 hereof.

24.07 **Limitation of Declarant's Liability.** Unless otherwise provided in this Declaration or by statute, neither Declarant nor its owners, employees, agents, representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the Bylaws, or in Declarant's capacity as the developer, contractor, owner, manager or seller of the Condominium Property, whether or not such claim: (a) is asserted by any Unit Owner, occupant, the Association, or by any Person claiming through any of them; (b) is on account of injury to persons or damage to or loss of property wherever located and however caused; or (c) arises under or outside of contract or as a result of negligence. The foregoing includes without limitation all claims for or arising by reason of all or any part of the Condominium Property being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, occupant, the Association or their respective employees, agents, guests, invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services.

24.08 **Limitation of Liability of Successors to Declarant.** A successor owner of the Condominium Property or of Additional Property added to the Condominium Property who is not an affiliate of the Declarant and who is a bona fide purchaser of the Condominium Property for value, or a purchaser who acquires the Condominium Property at a sheriff's sale or by deed in lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant or a breach of an obligation by the Declarant.

24.09 **Declarant's Interest in Common Elements.** Except in its capacity as a Unit Owner of unsold Condominium Ownership Interests, the Declarant will not retain a property interest in any of the Common Element after control of the Condominium is assumed by the Association.

24.10 **Rights and Obligations of Declarant as a Unit Owner.** The Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of Condominium Ownership Interests not yet sold, including without limitation the obligation to pay Common Expenses, including reserves, attaching to such interests from the date the Declaration is filed for record in the manner provided for in the By-Laws.

24.11 **Non-Waiver.** No covenants, restrictions, conditions, obligations or provisions contained in the Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches that may occur.

24.12 **Severability.** If any provision of this Declaration is held invalid or unenforceable by any court of proper jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and all such remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

24.13 **Liberal Construction.** The provisions of this Declaration shall be liberally construed in a manner that will best fulfill its purpose of creating a uniform plan for the establishment and operation of a first class condominium project.

24.14 **Headings.** The headings of each Article, Section and Paragraph in this Declaration are for convenience of reference only, and shall not be considered in any way to define, describe, interpret, construe, limit or expand the scope or intent of the language to which they refer.

24.15 **References.** Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of this Declaration.

24.16 **Exhibits.** All attached exhibits are incorporated by reference and made a material part of this Declaration.

24.17 **Allocation of Proceeds from Condemnation, Destruction or Liquidation.** In the event that any Unit or a 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, or in the event of the destruction, liquidation, or termination of the project, the holders of first mortgages on the interests taken will have first priority, to the extent of their respective interests, with respect to distributions to such Unit of the net proceeds of any award or settlement. Each Unit Owner shall give the holder of a first mortgage on the respective Unit timely written notice of such proceeding or proposed acquisition, or of any destruction, liquidation, or termination. Each Unit Owner shall appoint the Association as attorney-in-fact for any related proceedings, negotiations, settlements or agreements. Any proceeds from a settlement or award shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of the project should be made based on the formula that is used to determine the Unit Owner's individual interest in the Common Elements.

24.18 **Consent of Mortgagee.** Sky Bank, as holder of the first and only mortgage on the Property, has joined in the execution of this Declaration to acknowledge its consent to submission of the Property to the condominium form of ownership under Chapter 5311 of the Ohio Revised Code.

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IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized and acting President on behalf of the Declarant effective as of the 18th day November, 2004.

DECLARANT:

MARONDA HOMES, INC. OF OHIO, an Ohio Corporation aka Maronda Homes of Ohio, Inc.

BY _____
James F. Bauer
Executive Vice President

STATE OF OHIO)
) SS:
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me on this 11th day of November, 2004, by James F. Bauer, in his capacity as the duly authorized and acting Executive Vice President of MARONDA HOMES, INC. OF OHIO, an Ohio corporation, on behalf of the corporation.

_____
Notary Public

DOROTHY KERRIGAN
Notary Public, State of Ohio
My commission expires 03-05-2006

NOT OFFICIAL UNTIL CERTIFIED BY

IN WITNESS WHEREOF, the Mortgagee has caused this Declaration to be executed effective as of the 18th day November, 2004.

MORTGAGEE:

SKY BANK

BY _____
Print Name: FRANK L. GOEBEL
Title: SENIOR VICE PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me on this 18th day of November, 2004, by Frank L. Goebel, in his capacity as Sr. Vice Pres. of Sky Bank, on behalf of the bank as mortgagee on the Property.

_____
Notary Public

LISA E. HEFFLINGER
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 3-1-06

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THIS INSTRUMENT PREPARED BY:

M. Shannon Martin, Esq.
Coolidge, Wall, Womsley & Lombard Co., LPA
33 W. First Street, Suite 600
Dayton, Ohio 45402
937-223-8177

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EXHIBIT A

LEGAL DESCRIPTION OF LOT
[INCLUDING CONDOMINIUM PROPERTY AND ADDITIONAL PROPERTY]

CHATTERTON COMMONS CONDONIMIUMS

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EXHIBIT A

(Legal Description of the Project)

SITUATE IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, AND LYING IN SECTION 26, TOWNSHIP 12, RANGE 21, REFUGEE LANDS AND BEING PART OF ORIGINAL 28.098 ACRE (PARCEL I) TRACT CONVEYED TO APOSTOLIC CHURCH OF CHRIST BY DEED OF RECORD IN OFFICIAL RECORDS VOLUME 04728, PAGE A11, ALL RECORDS HEREIN OF THE RECORDER'S OFFICE FRANKLIN COUNTY, OHIO AND SAID 14.352 ACRE TRACT BEING BOUNDED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN FOR REFERENCE, AT A FRANKLIN COUNTY MONUMENT F.C.G.S. NO. 9918 AT THE INTERSECTION OF BRUCE ROAD AND CHATTERTON ROAD;

THENCE NORTH 85° 26' 22" WEST, A DISTANCE OF 1044.01 FEET, ALONG THE CENTER LINE OF SAID CHATTERTON ROAD TO A POINT;

THENCE NORTH 04° 33' 38" EAST, A DISTANCE OF 53.68 FEET, LEAVING THE SAID CENTER LINE TO AN IRON PIN SET IN THE NORTHERLY LINE OF A 6.764 ACRE TRACT CONVEYED TO CITY OF COLUMBUS BY DEED OF RECORD IN INSTRUMENT NUMBER 200010240215165, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF SAID CHATTERTON ROAD, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING;

THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE NORTHERLY RIGHT OF WAY LINE OF CHATTERTON ROAD:

1. NORTH 85° 57' 38" WEST, A DISTANCE OF 404.37 FEET, TO AN IRON PIN SET;

2. NORTH 04° 33' 38" EAST, A DISTANCE OF 5.00 FEET, TO AN IRON PIN SET;

3. NORTH 85° 26' 22" WEST, A DISTANCE OF 415.64 FEET, TO AN IRON PIN SET IN THE EASTERLY LINE OF THE SUBDIVISION OF "KINGSTON CROSSING, SECTION 1", A SUBDIVISION OF RECORD IN PLAT BOOK 97, PAGE 87;

THENCE NORTH 04° 12' 57" EAST, A DISTANCE OF 639.87 FEET, ALONG THE EASTERLY LINE OF SAID "KINGSTON CROSSING, SECTION 1", TO A HARROW TOOTH FOUND BEING THE NORTHWEST CORNER OF SAID ORIGINAL 28.098;

THENCE SOUTH 85° 16' 56" EAST, A DISTANCE OF 1219.75 FEET, ALONG THE NORTHERLY LINE OF SAID ORIGINAL 28.098 ACRE TRACT, A LINE COMMON WITH THE SOUTHERLY LINES OF AN ORIGINAL 51.63 ACRE TRACT (TRACT I) CONVEYED TO DOROTHY EVANS AND MABEL VARNER BY DEED OF RECORD IN OFFICIAL RECORDS VOLUME 027585, PAGE I09 AND A 5.419 ACRE TRACT CONVEYED TO KENNETH W. AND JANICE E. RAY BY DEED OF RECORD IN OFFICIAL RECORDS VOLUME 06677, PAGE H18, TO A HARROW TOOTH FOUND;

THENCE SOUTH 04° 38' 56" WEST, A DISTANCE OF 104.74 FEET, TO AN IRON PIN FOUND, AT A COMMON CORNER TO SAID 5.419 AND ORIGINAL 28.098 ACRE TRACTS;

~~THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES~~ OVER AND ACROSS THE SAID ORIGINAL 28.098 ACRE TRACT:

1. SOUTH 04° 38' 56" WEST, A DISTANCE OF 145.23 FEET, TO AN IRON PIN SET;

2. NORTH 85° 16' 30" WEST, A DISTANCE OF 395.51 FEET, TO AN IRON PIN SET;

3. SOUTH 04° 33' 38" WEST, A DISTANCE OF 388.99 FEET, TO THE POINT OF BEGINNING, CONTAINING 14.352 ACRES, MORE OR LESS.

ALL IRON PINS SET ARE 3/4" IRON PIPES, 30 INCHES IN LENGTH, WITH A YELLOW CAP BEARING THE NAME "R.D. ZANDE".

THE BEARINGS IN THE ABOVE DESCRIPTION WERE BASED ON THE GRID BEARING OF NORTH 52° 57' 34" EAST, FROM THE OHIO STATE PLAIN COORDINATE SYSTEM, SOUTH ZONE, AS DETERMINED BETWEEN FRANKLIN COUNTY ENGINEER'S MONUMENTS "FRANK 132" AND "FCGS 9918".

R.D. ZANDE & ASSOCIATES, INC., JEFFREY D. HOFIUS, REGISTERED SURVEYOR NO. 7455, JANUARY 25, 2002.

NOT OFFICIAL DOCUMENT

EXHIBIT A-1
(Legal Description of Property Associated with the Condominium Property)

CHATTERTON COMMONS
CONDOMINIUM
4.036 ACRES

Situate in the State of Ohio, County of Franklin, City of Columbus, lying in Section 26, Township 12, Range 21, Refugee Lands, and being part of a 14.352 acre tract conveyed to Maronda Homes of Ohio by deed of record in Instrument No. 200203110061925, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Begin for Reference at a southeasterly corner of lot 8 Kingston Crossing Section 1, a subdivision of record in Plat Book 94, Page 87, said point also being in a westerly line of said 14.352 acre tract;

Thence North 04°12'57" East, a distance of 319.51 feet, along the line common to said 14.352 acre tract and said Kingston Crossing Section 1, to an iron pin set. Said iron pin also being the **Point of True Beginning** for the herein described tract;

Thence North 04°12'57" East, a distance of 315.54 feet, continuing along the line common to said 14.352 acre tract and said Kingston Crossing Section 1, to a harrow tooth found at the northwesterly corner of said 14.352 acre tract;

Thence South 85°16'56" East, a distance of 555.30 feet, along the northerly line of said 14.352 acre tract, to an iron pin set;

Thence the following seven (7) courses and distances over and across said 14.352 acre tract;

1. South 04°43'04" West, a distance of 150.95 feet, to an iron pin set;
2. North 85°26'22" West, a distance of 233.16 feet, to an iron pin set at a point of curvature;
3. Along a curve to the left having a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing South 49°33'38" West, and a chord length of 35.36 feet, to an iron pin set at a point of tangency;
4. South 04°33'38" West, a distance of 207.67 feet, to an iron pin set at a point of curvature;
5. Along a curve to the left having a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27, a chord bearing South 40°26'22" East, and a chord length of 35.36 feet, to an iron pin set at a point of tangency;
6. South 85°26'22" East, a distance of 97.77 feet, to an iron pin set;

NOT OFFICIAL COPY

7. South 04°33'38" West, a distance of 229.71 feet, to an 3/4 inch iron pin found in a southerly line of said 14.352 acre tract;

Thence North 85°26'22" West, a distance of 179.54 feet, along a southerly line of said 14.352 acre tract, to an iron pin set;

Thence the following five (5) courses and distances over and across said 14.352 acre tract;

1. North 04°33'38" East, a distance of 229.71 feet, to an iron pin set;
2. South 85°26'22" East, a distance of 9.77 feet, to an iron pin set at a point of curvature;
3. Along a curve to the left having a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing North 49°33'38" East, and a chord length of 35.36 feet, to an iron pin set at a point of tangency;
4. North 04°33'38" East, a distance of 71.25 feet, to an iron pin set;
5. North 85°47'03" West, a distance of 272.83 feet, to the **Point of True Beginning**. Containing 4.036 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record;

The bearings shown herein are based on the grid bearing of North 52°57'34" East, from the Ohio State Plane Coordinate System, South Zone, as determined between Franklin County Engineer's Monuments "Frank 132" and "FCGS 9918"

All iron pins set are 3/4 inch iron pipes, 30inches in length with a yellow cap bearing the name "R.D. Zande".

R.D. ZANDE AND ASSOCIATES, INC.

_____

Carl F. Purtz III Date
Registered Surveyor No. S-6598

P:\6444\survey\descriptions\6444BS-4.036 ACRES.doc

NOT A CERTIFIED COPY

EXHIBIT A-2

DESCRIPTION OF
ADDITIONAL PROPERTY 1
8.473 ACRES
CHATTERTON COMMONS
CONDOMINIUM

Situate in the State of Ohio, County of Franklin, City of Columbus, lying in Section 26, Township 12, Range 21, Refugee Lands, and being part of a 14.352 acre tract conveyed to Maronda Homes of Ohio by deed of record in Instrument No. 200203110061925, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Begin for Reference at a southeasterly corner of lot 8 Kingston Crossing Section 1, a subdivision of record in Plat Book 94, Page 87, said point also being in a westerly line of said 14.352 acre tract;

Thence North 04°12'57" East, a distance of 635.05 feet, along the line common to said 14.352 acre tract and said Kingston Crossing Section 1, to a harrow tooth found at the northwesterly corner of said 14.352 acre tract;

Thence South 85°16'56" East, a distance of 555.30 feet, along the northerly line of said 14.352 acre tract, to an iron pin set. Said iron pin also being the **Point of True Beginning** for the herein described tract;

Thence South 85°16'56" East, a distance of 664.45 feet, along the northerly line of said 14.352 acre tract, to a harrow tooth found at the northeasterly corner of said 14.352 acre tract;

Thence South 04°38'56" West, a distance of 249.97 feet, along a easterly line of said 14.352 acre tract, to an 3/4 inch iron pin found;

Thence North 85°16'30" West, a distance of 395.51 feet, along a southerly line of said 14.352 acre tract, to an 3/4 inch iron pin found;

Thence South 04°33'38" West, a distance of 388.99 feet, along a easterly line of said 14.352 acre tract, to an 3/4 inch iron pin found;

Thence North 85°57'38" West, a distance of 404.37 feet, along a southerly line of said 14.352 acre tract, to an 3/4 inch iron pin found;

Thence the following seven (7) courses and distances over and across said 14.352 acre tract;

1. North 04°33'38" East, a distance of 234.71 feet to an iron pin set;

2. North 85°26'22" West, a distance of 97.77 feet, to an iron pin set at a point of curvature;

3. Along a curve to the right having a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing North 40°26'22" West, and a chord length of 35.36 feet, to an iron pin set at a point of tangency;

4. North 04°33'38" East, a distance of 207.67 feet, to an iron pin set at a point of curvature;

5. Along a curve to the right having a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing North 49°33'38" East, and a chord length of 35.36 feet, to an iron pin set at a point of tangency;

6. South 85°26'22" East, a distance of 233.16 feet, to an iron pin set;

7. North 04°43'04" East, a distance of 150.95 feet, to the Point of True Beginning. Containing 8.473 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record;

The bearings shown herein are based on the grid bearing of North 52°57'34" East, from the Ohio State Plane Coordinate System, South Zone, as determined between Franklin County Engineer's Monuments "Frank 132" and "FCGS 9918"

All iron pins set are 3/4 inch iron pipes, 30inches in length with a yellow cap bearing the name "R.D. Zande".

NOT APPROVED FOR TRANSFER

R.D. ZANDE AND ASSOCIATES, INC.

_____

Carl F. Purtz III Date
Registered Surveyor No. S-6598

P:\6444\survey\descriptions\6444BS-8.473 ACRES add1.doc

DESCRIPTION OF
ADDITIONAL PROPERTY 2
1.843 ACRES
CHATTERTON COMMONS
CONDOMINIUM

Situate in the State of Ohio, County of Franklin, City of Columbus, lying in Section 26, Township 12, Range 21, Refugee Lands, and being part of a 14.352 acre tract conveyed to Maronda Homes of Ohio by deed of record in Instrument No. 200203110061925, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a southeasterly corner of lot 8 Kingston Crossing Section 1, a subdivision of record in Plat Book 94, Page 87, said point also being in a westerly line of said 14.352 acre tract;

Thence North 04°12'57" East, a distance of 319.51 feet, along the line common to said 14.352 acre tract and said Kingston Crossing Section 1, to an iron pin set;

Thence the following five (5) courses and distances over and across said 14.352 acre tract;

1. South 85°47'03" East, a distance of 272.83 feet, to an iron pin set;
2. South 04°33'38" West, a distance of 71.25 feet, to an iron pin set at a point of curvature;
3. Along a curve to the right having a central angle of 90°00'00", a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing South 49°33'38" West, and a chord length of 35.36 feet, to an iron pin set at a point of tangency;
4. North 85°26'22" West, a distance of 9.77 feet, to an iron pin set;
5. South 04°33'38" West, a distance of 229.71 feet, to an iron pin set in a southerly line of said 14.352 acre tract;

Thence North 85°26'22" West, a distance of 236.10 feet, to an 3/4 inch iron pin found at the southwesterly corner of said 14.352 acre tract;

Thence North 04°12'57" East, a distance of 4.82 feet, along the westerly line of said 14.352 acre tract, to the **Point of Beginning**. Containing 1.843 acres, more or less, and being subject to all easements, restrictions and rights-of-way of record;

EXHIBIT CERTIFIED COPY

The bearings shown herein are based on the grid bearing of North 52°57'34" East, from the Ohio State Plane Coordinate System, South Zone, as determined between Franklin County Engineer's Monuments "Frank 132" and "FCGS 9918"

All iron pins set are 3/4 inch iron pipes, 30inches in length with a yellow cap bearing the name "R.D. Zande".

R.D. ZANDE AND ASSOCIATES, INC.

Carl F. Purtz III Date
Registered Surveyor No. S-6598

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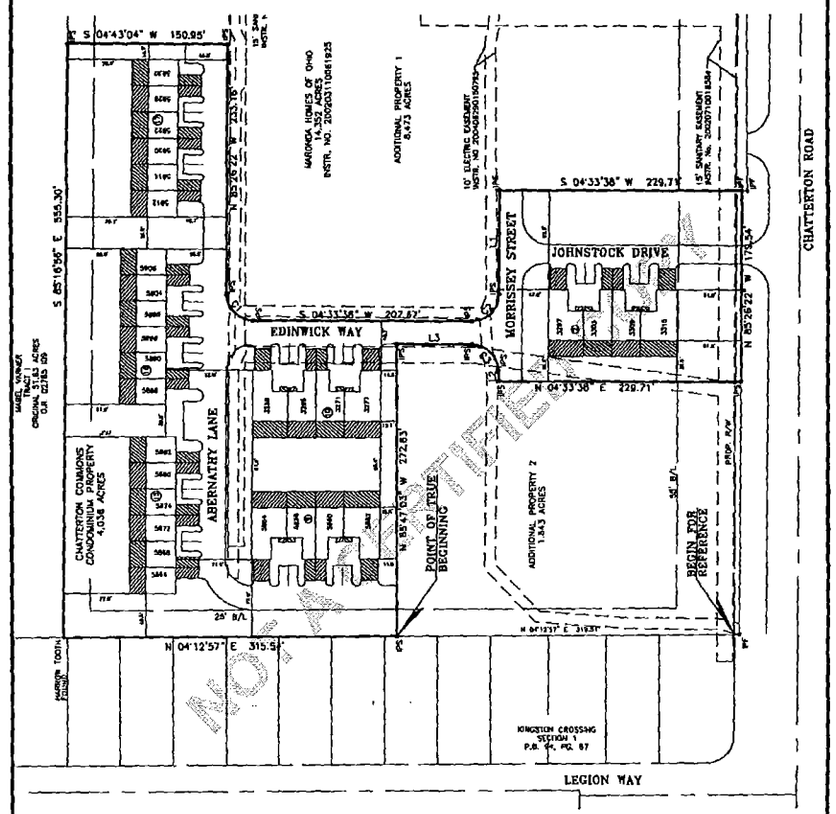
EXHIBIT B

SITE PLAN

CHATTERTON COMMONS CONDOMINIUMS

NOT A CERTIFIED COPY

CONDOMINIUM DRAWINGS
FOR
CHATTERTON COMMONS CONDOMINIUM



CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	90°00'00"	25.00'	39.27'	S 49°33'38" W	35.36'
C2	90°00'00"	25.00'	39.27'	S 40°26'22" E	35.36'
C3	90°00'00"	25.00'	39.27'	N 49°33'38" E	35.36'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 85°26'22" E	97.77'
L2	S 85°26'22" E	9.77'
L3	N 04°33'38" E	71.25'

BASIS OF BEARINGS:

The bearings shown hereon are based on the grid bearing of North 52°57'34" East, from the Ohio State Plane Coordinate System, South Zone, as determined between Franklin County Engineer's Monuments "Frank 132" and "FCGS 9918".

LEGEND

- IPF 3/4 INCH IRON PIN FOUND
- IPS 3/4 INCH IRON PIN SET
- RRSF RAILROAD SPIKE FOUND
- RRSS RAILROAD SPIKE SET
- LIMITED COMMON ELEMENT
- ① NUMBER DESIGNATES UNIT HOMES

ALL AREAS NOT DESIGNATED AS A UNIT HOME OR AS LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS

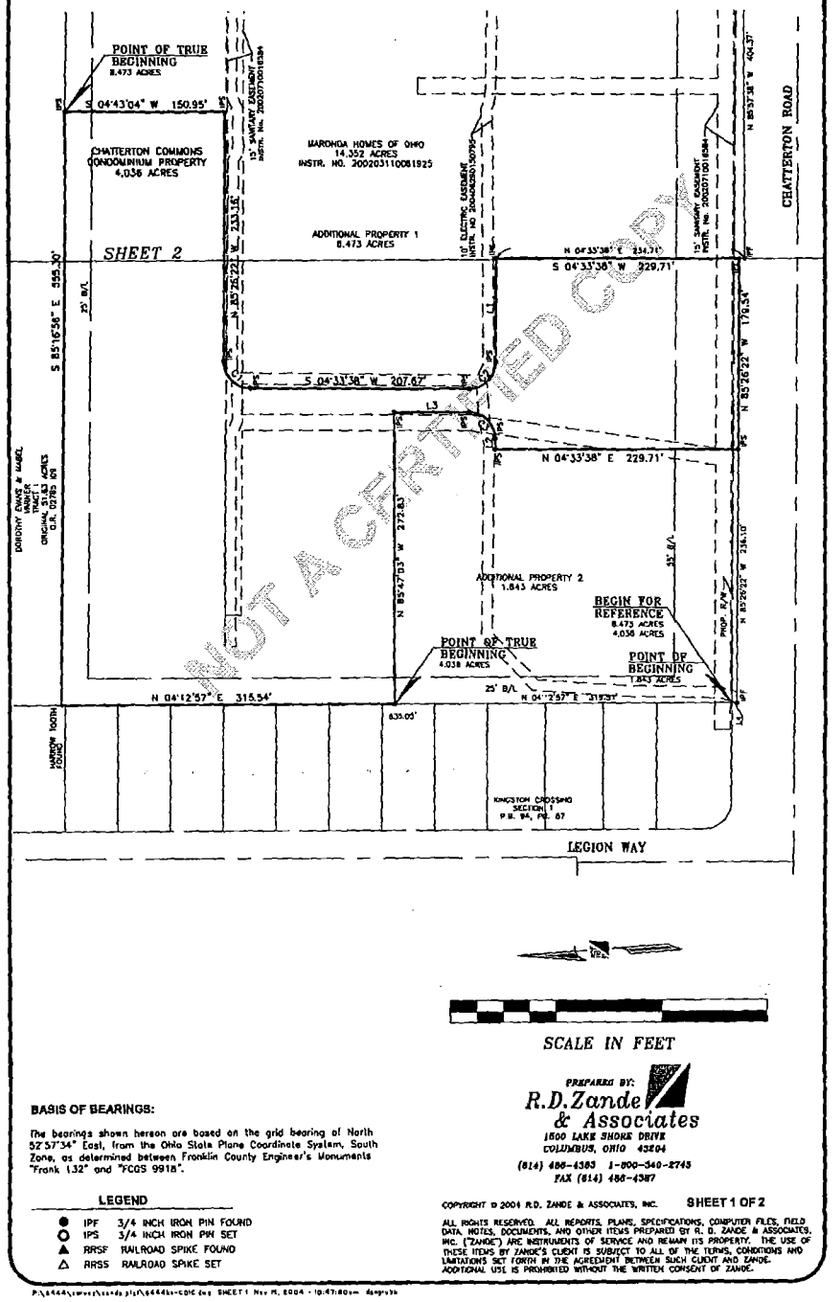
SCALE IN FEET

PREPARED BY:
R.D.Zande & Associates
1500 LAKE SHORE DRIVE
COLUMBUS, OHIO 43204
(614) 486-4383 1-800-366-2743
FAX (614) 486-4387

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CONDOMINIUM DRAWINGS
FOR
CHATTERTON COMMONS CONDOMINIUM



NOT A CERTIFIED COPY

SCALE IN FEET

BASIS OF BEARINGS:

The bearings shown hereon are based on the grid bearing of North 52°57'34" East, from the Ohio State Plane Coordinate System, South Zone, as determined between Franklin County Engineer's Monuments "Frank 132" and "FCGS 9918".

LEGEND

●	IPF	3/4 INCH IRON PIN FOUND
○	IPS	3/4 INCH IRON PIN SET
▲	RRSF	RAILROAD SPIKE FOUND
△	RRSS	RAILROAD SPIKE SET

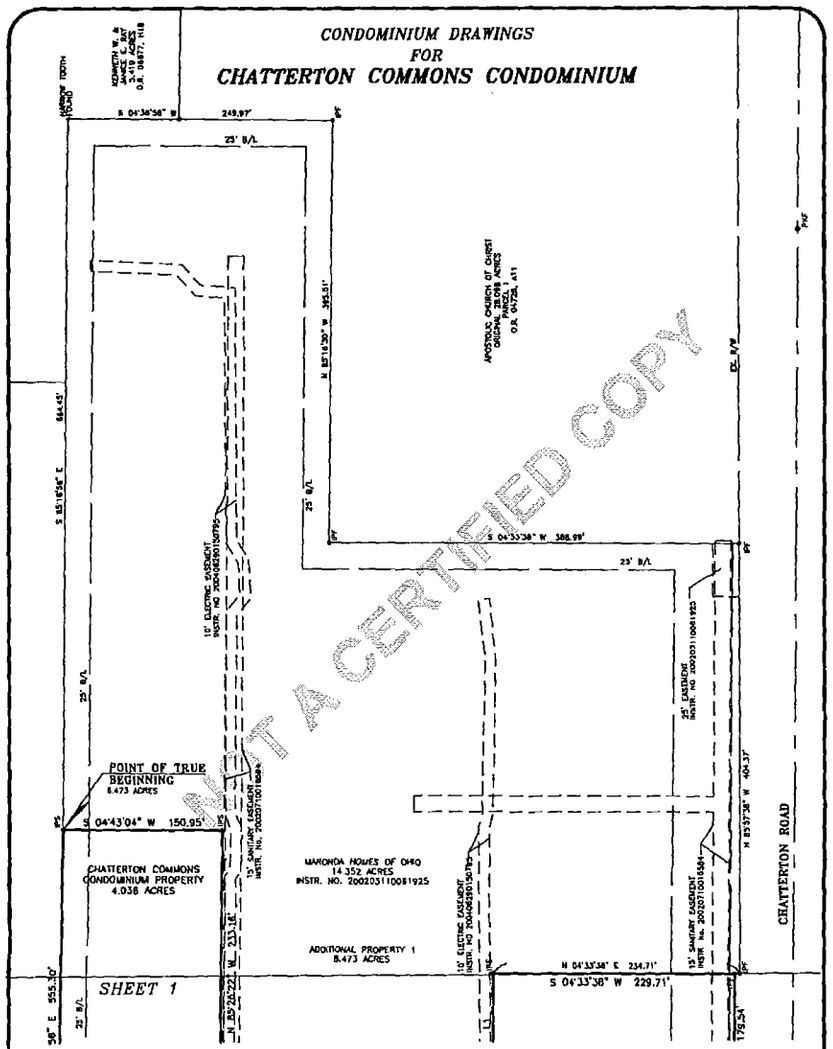
PREPARED BY:
R.D. Zande & Associates
1500 LAKE SHORE DRIVE
COLUMBUS, OHIO 43204
(614) 486-4383 1-800-340-2745
FAX (614) 486-4387

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CONDOMINIUM DRAWINGS
FOR
CHATTERTON COMMONS CONDOMINIUM



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	90°00'00"	25.00'	39.27'	S 49°33'38" W	35.36'
C2	90°00'00"	25.00'	39.27'	S 40°26'22" E	35.36'
C3	90°00'00"	25.00'	39.27'	N 49°33'38" E	35.36'

LINE	BEARING	DISTANCE
L1	N 85°26'22" E	97.77'
L2	S 85°26'22" E	9.77'
L3	N 04°33'38" E	71.25'
L4	N 04°12'57" E	4.82'

SCALE IN FEET

BASIS OF BEARINGS:

The bearings shown hereon are based on the grid bearing of North 52°57'34" East, from the Ohio State Plane Coordinate System, South Zone, as determined between Franklin County Engineer's Monuments "Frank 132" and "FCGS 9918".

LEGEND

- IPF 3/4 INCH IRON PIN FOUND
- IPS 3/4 INCH IRON PIN SET
- RRSF RAILROAD SPIKE FOUND
- RRSS RAILROAD SPIKE SET

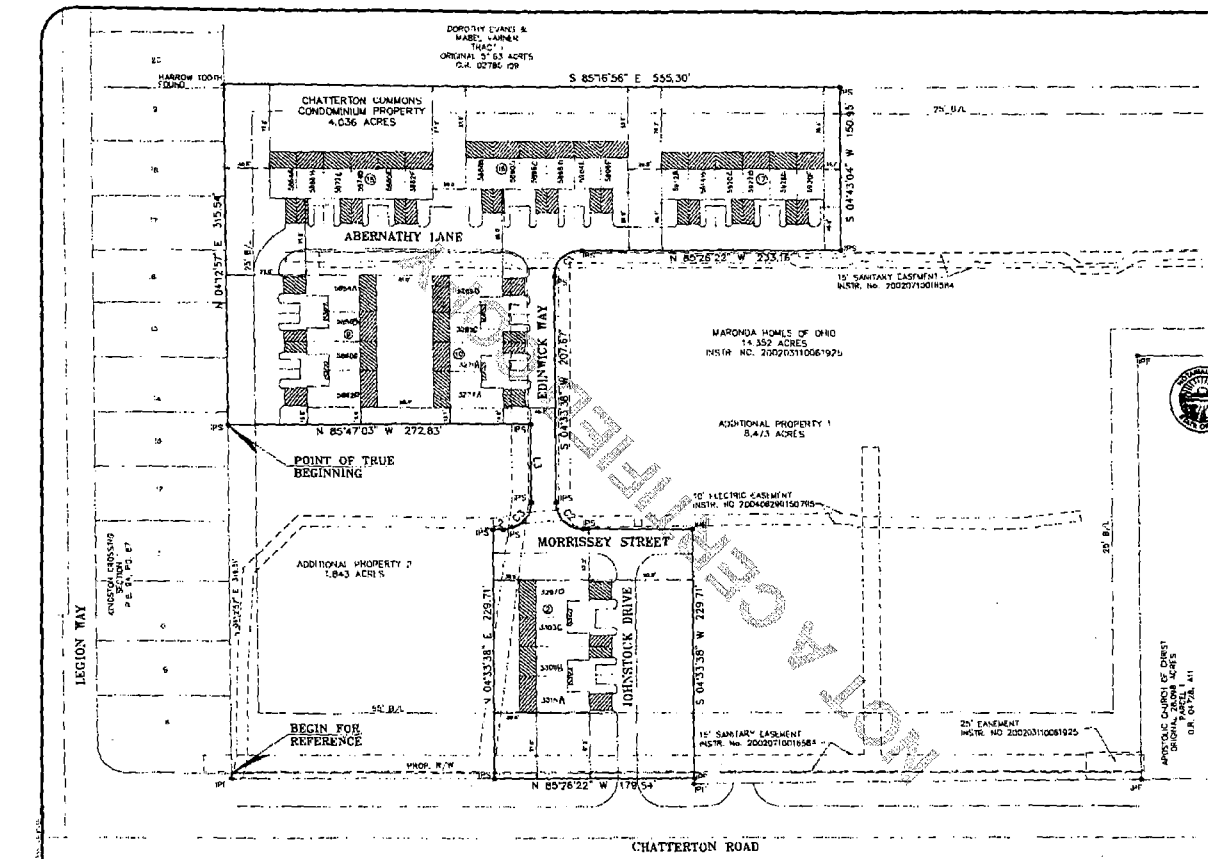
PREPARED BY:
R.D.Zande & Associates
1600 LAKE SHORE DRIVE
COLUMBUS, OHIO 43204
(614) 486-4383 1-800-340-8743
FAX (614) 486-4387

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DEDICATION:

SUBMISSION TO CONDOMINIUM:

WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREON DESCRIBED DO HEREBY ACKNOWLEDGE THE MAKING AND SIGNING OF THIS INSTRUMENT TO BE OUR VOLUNTARY ACT AND DEED AND DO HEREBY SUBMIT THE LANDS HEREIN DESCRIBED AND THEIR INTERESTS THEREIN TO THIS CONDOMINIUM KNOWN AS CHATTERTON COMMONS CONDOMINIUM AS SET FORTH IN THE DECLARATION AND DRAWINGS OF SUCH CONDOMINIUM AND BY-LAWS AND ARTICLES OF INCORPORATION OF THE UNIT OWNERS ASSOCIATION TO BE FILED WITH THE RECORDER OF FRANKLIN COUNTY, OHIO UNDER THE CONDOMINIUM STATUTES OF THE STATE OF OHIO

DEDICATION OF COMMON AREAS:

THE EASEMENTS AND COMMON ARE DEPICTED HEREON, ARE HEREBY DEDICATED AND RESERVED FOR THE BENEFIT OF THE UNIT OWNERS AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF CONDOMINIUM.

THE PERCENTAGE INTEREST IN THE COMMON AREA WHICH IS OWNED BY EACH CONDOMINIUM UNIT OWNER IS SET FORTH IN THE CONDOMINIUM DECLARATION TO WHICH A SMALL SCALE COPY OF THESE DRAWINGS IS ATTACHED. THE DECLARATION IS CONTINUOUS. THE BY-LAWS OF THE UNIT OWNERS ASSOCIATION AND THE CODES OF THESE DRAWINGS IS RECORDED AS INSTRUMENT NO. _____ OF FRANKLIN COUNTY, OHIO RECORDS.

WITNESS:

Dorothy Kerrigan
PRINT NAME: Dorothy Kerrigan

Melissa F. Kerry
PRINT NAME: Melissa F. Kerry

OWNER
MARONDA HOMES OF OHIO

TITLE: VICE PRESIDENT

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 5th DAY OF November 2004.

Dorothy Kerrigan
NOTARY PUBLIC, STATE OF OHIO

COMMISSION EXPIRES
Notary Public, State of Ohio
My commission expires 02-06-2008

LIEN HOLDER:
SKY BANK

TITLE: SENIOR VICE PRESIDENT

Lisa L. Hefflinger
PRINT NAME: Lisa L. Hefflinger

Karen Rzepicka
PRINT NAME: KAREN RZEPICKA

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 9th DAY OF November 2004.

MY COMMISSION EXPIRES 3-1-06

Lisa L. Hefflinger
NOTARY PUBLIC, STATE OF OHIO

JAMES BAUER, VICE PRESIDENT OF MARONDA HOMES, INC. BEING DULY SWORN, SAYS THAT ALL PERSONS AND CORPORATIONS, TO THE BEST OF HIS KNOWLEDGE, INTERESTED IN THIS DEDICATION, EITHER AS OWNERS OR LIEN HOLDERS HAVE UNITED IN ITS EXECUTION.

60 0 60 120

SCALE IN FEET

CONDOMINIUM DRAWINGS FOR

CHATTERTON COMMONS CONDOMINIUM

LYING IN

SECTION 26, TOWNSHIP 12, RANGE 21

REFUGEE LANDS

CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO

SCALE: 1 INCH = 60 FEET DATE: AUGUST, 2004

PREPARED BY:
R.D. Zande & Associates
1500 LAKE SHORE DRIVE
COLUMBUS, OHIO 43204
(614) 481-6383 1-800-369-9743
FAX (614) 481-6397
PREPARED SHEETS 1 & 2 ONLY OF CONDOMINIUM DRAWINGS

SHEET 1 OF

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NOTE:

1. All areas not designated as part of a unit are common elements.

2. The site is subject to a 10 foot wide Easement lying 5 feet on either side of the line as laid, to Columbus Southern Power Company, an Ohio Corporation per Instrument No. 200208230189869.

3. The site is subject to a blanket easement to Ohio Telephone and Telegraph Company per Deed Book 778, Page 462.

BASIS OF BEARINGS:

The bearings shown hereon are based on the grid bearing of North 525°54" East, from the Ohio State Plane Coordinate System, South Zone as determined between Franklin County Engineer's Monuments "Fork 132" and "FCGS 9918".

LEGEND

- ■ IPS 1/4 INCH IRON PIN FOUND
- ○ IPS 3/4 INCH IRON PIN SET
- ▲ RRSS RAILROAD SPIKE FOUND
- △ RRSS RAILROAD SPIKE SET
- LIMITED COMMON ELEMENT
- 1 NUMBER DESIGNATES UNIT NUMBER

SURVEYORS CERTIFICATION

I hereby certify that the drawings on Pages 1 through 2, accurately reflects the location of improvements and accurately reflects the recorded easements as shown on the Title Commitment, issued by Chicago Title Insurance Company as commitment number 3416D536, with an effective date of October 27, 2004, at 7:00 AM of Chatterton Commons Condominium.

STATE OF OHIO — CARL F. PERRY III — REGISTERED SURVEYOR

REGISTERED SURVEYOR NO. S 6588 — 11-8-04 DATE

ENGINEER CERTIFICATION

I hereby certify that the drawings on Pages 1 through 2, accurately shows each building of Chatterton Commons Condominium, as constructed.

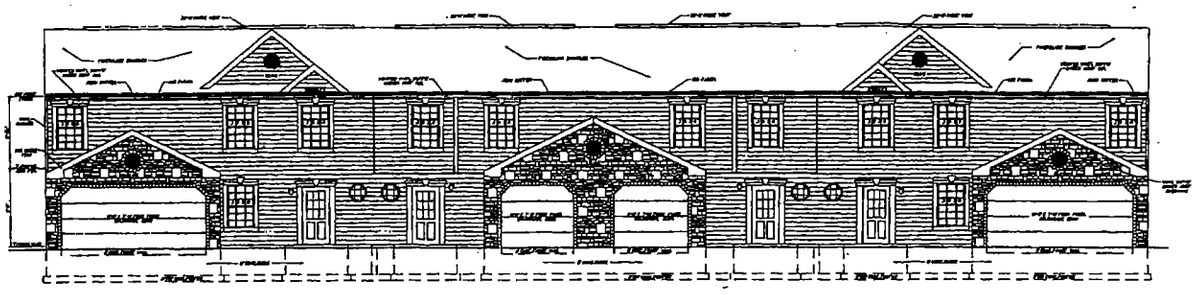
STATE OF OHIO — FRANK J AVBEL — E-49938 — REGISTERED PROFESSIONAL ENGINEER

REGISTERED ENGINEER NO. DATE

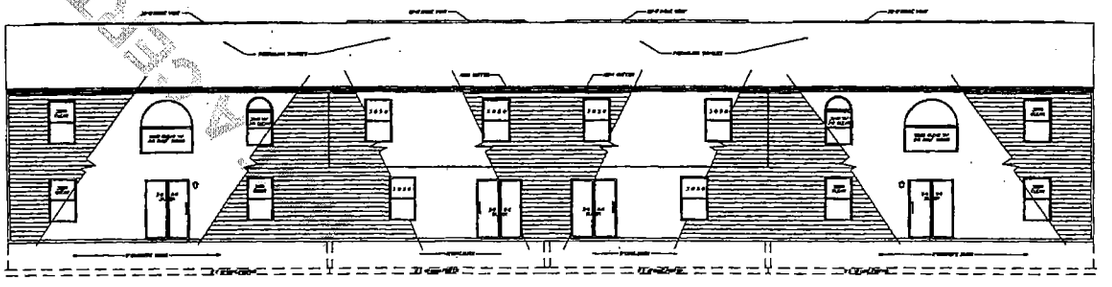
EXHIBIT C

The following Condominium Drawings apply to all units identified on Exhibit D, Unit Identification Schedule as being either the Chesapeake or the Durham models, as applicable.

CERTIFIED COPY



UNIT A	UNIT B	UNIT C	UNIT D
T/SLAB HOUSE 0'-8" T/SLAB GARAGE 0'-4"	T/SLAB HOUSE 0'-8" T/SLAB GARAGE 0'-4"	T/SLAB HOUSE 0'-8" T/SLAB GARAGE 0'-4"	T/SLAB HOUSE 0'-8" T/SLAB GARAGE 0'-4"
CHESAPEAKE	DURHAM	DURHAM	CHESAPEAKE

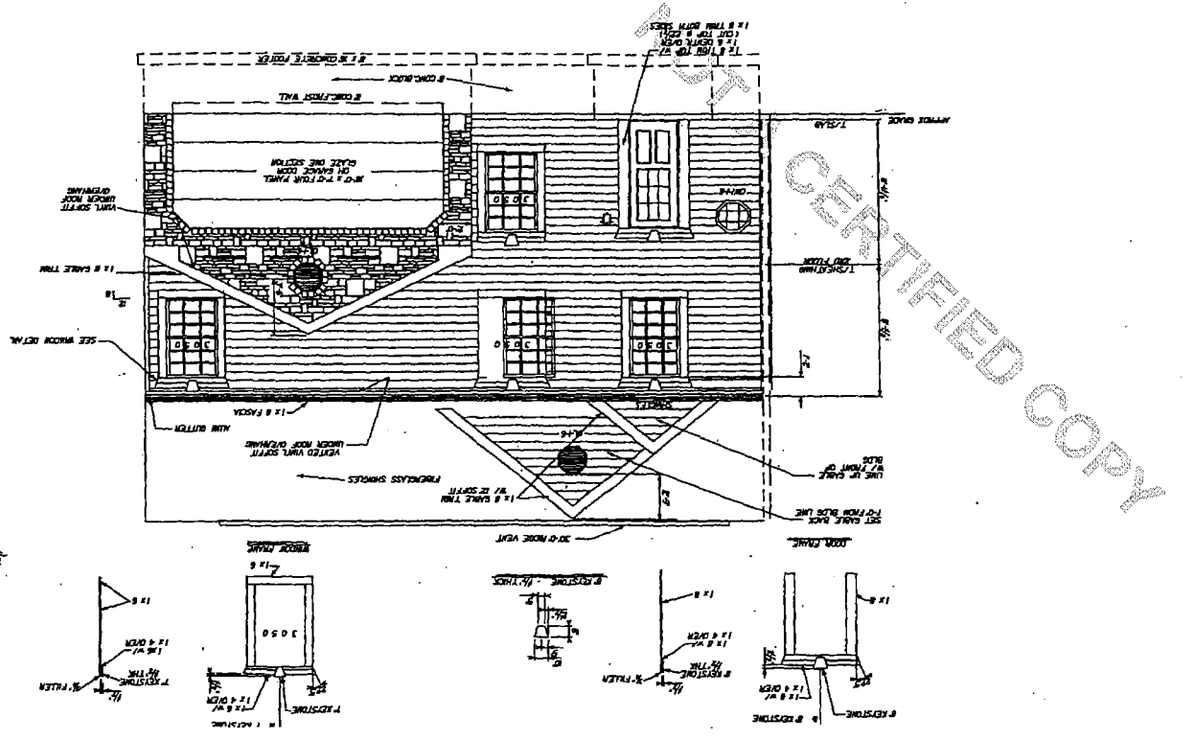


UNIT A	UNIT B	UNIT C	UNIT D
CHESAPEAKE	DURHAM	DURHAM	CHESAPEAKE

DRAWN BY: DaTHolly CaMe	REVISIONS:	DATE: SEPTEMBER 25,2003	Maronda Homes	TITLE: CHATTERON COMMONS
SOURCE DWG: g:\admin\data\chaadur\chaadur.ale		SCALE: N.T.S.	COPYRIGHT © 2003 - MARONDA HOMES	DWG NO: FRONT & REAR ELEVATIONS

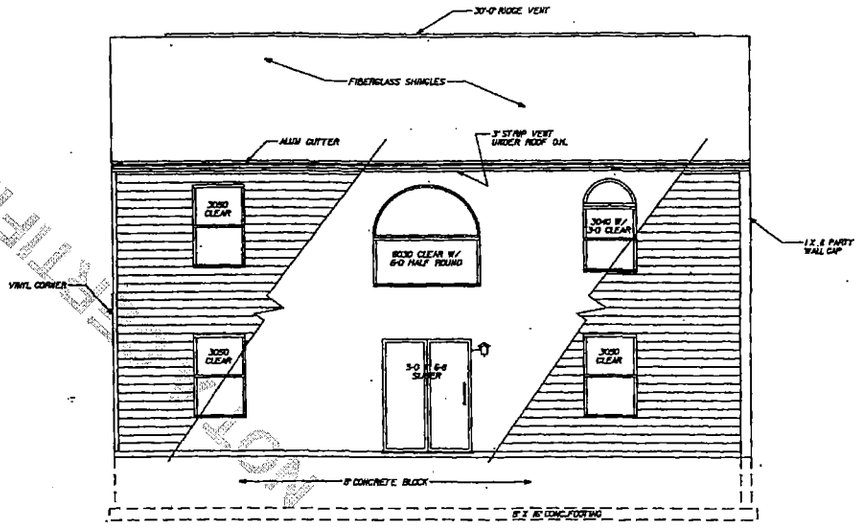
SHT: 1

DRAWN BY: MAA HOMES	REVISIONS: LOCP DR 5-30-07 JT 2-SEP CABLE NOTES (1/8/07)(1/31/08 T.NORSE FRONT CENTR 5-8-07 JRN	DATE: 2-18-97	Maronda Homes -COPYRIGHT © 2003 - MARONDA HOMES	SHT: /A
SOURCE DWG:		SCALE: 1/4"=1'-0"	DWG NO: END UNIT (ONLY)	TITLE: CHESAPEAKE SLAB - OHIO "E" ELEVATION



TEST CERTIFIED COPY

REVISED COPY



DRAWN BY: [illegible]	REVISIONS:	DATE: SEPTEMBER 22, 2003	Maronda Homes	TITLE: CHESAPEAKE SLAB - OHIO	SHT: 1A
SOURCE DWG: [illegible]		SCALE: 1/4"=1'-0"	COPYRIGHT © 2003 - MARONDA HOMES	DWG NO: REAR ELEVATION 1525	

DRAWN BY: BRITTANY CATRON
SOURCE DWG:

REVISIONS:

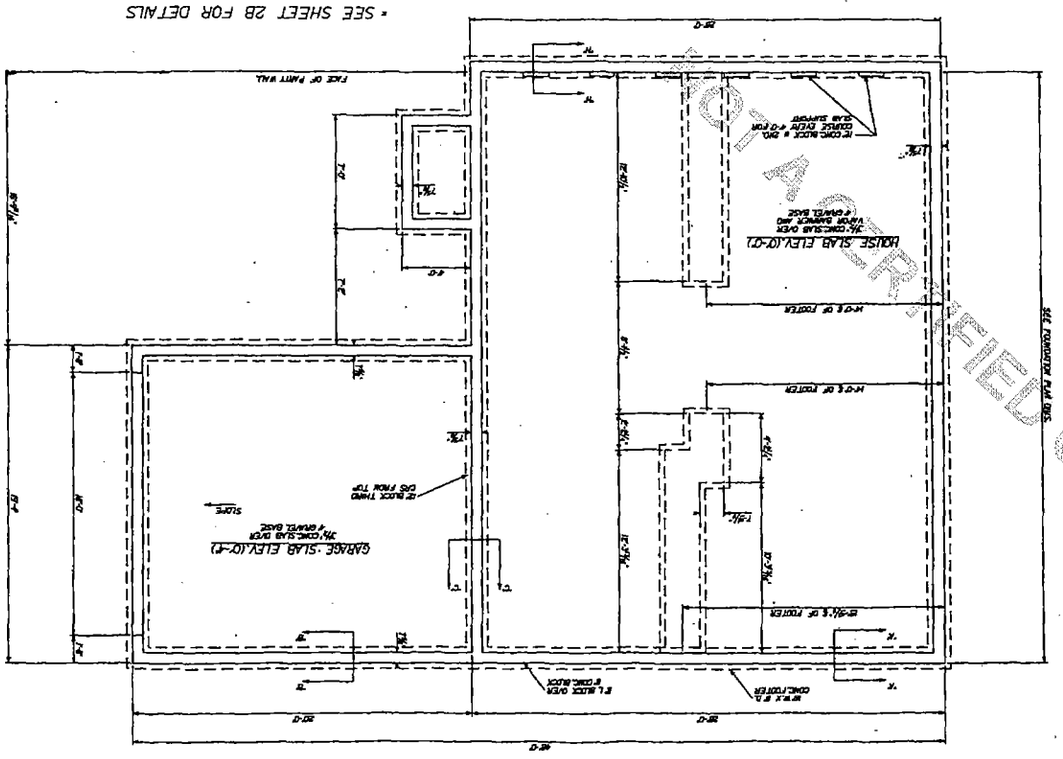
DATE: SEPTEMBER 22, 2003
SCALE: 1/4" = 1'-0" X 22" SHEET
1/4" = 1'-0" X 11" SHEET

Maronda Homes
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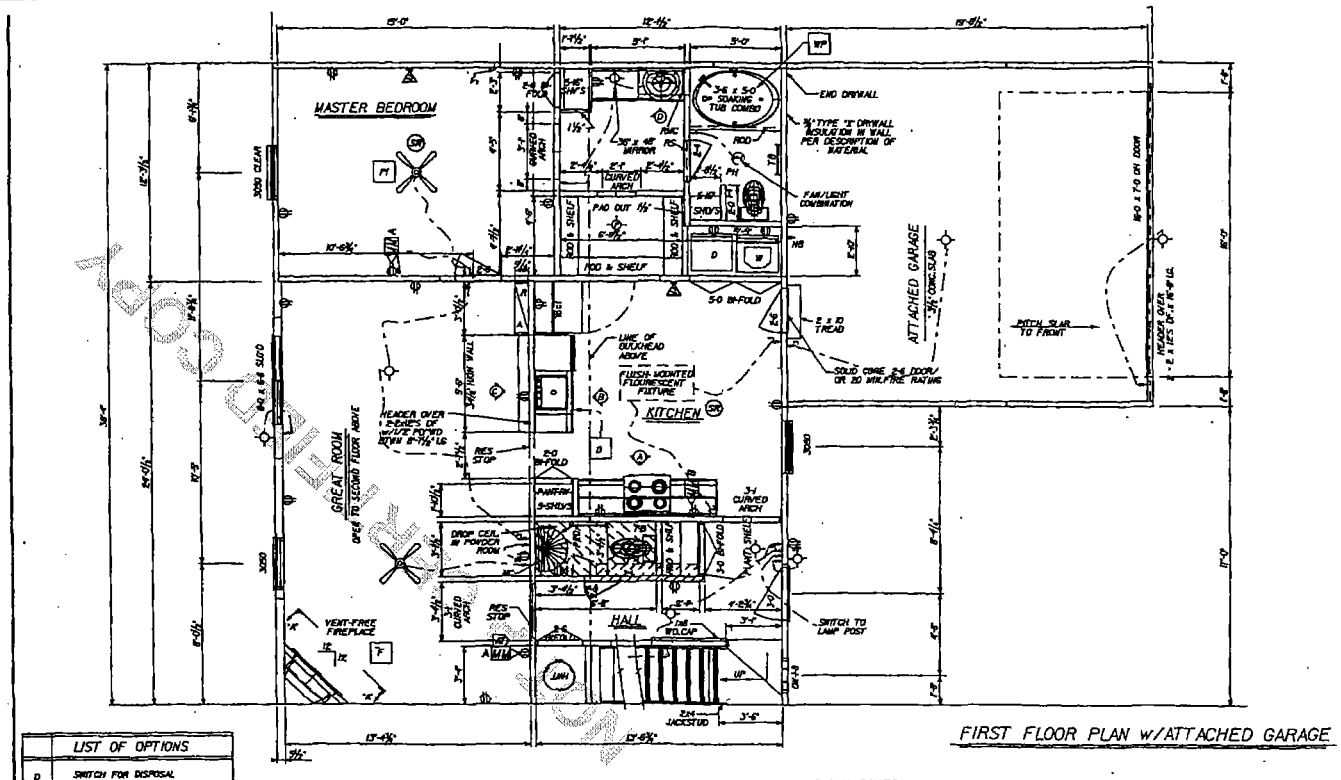
TITLE: CHESAPEAKE SLAB - OHIO
DWG NO: FOUNDATION PLAN

SHT: 2A

* SEE SHEET 2B FOR DETAILS



NOT A CERTIFIED COPY



FIRST FLOOR PLAN w/ATTACHED GARAGE

	LIST OF OPTIONS
D	SWITCH FOR DISPOSAL
F	OPT. & EXTRA MDM-VENTED FIREPLACE
WP	OPT. & EXTRA WHIRLPOOL TUB w/ LIEU SOAKING TUB
PR	OPTIONAL & EXTRA "BEDRM 1" PADDLE FAN ROUGH-IN W/ WIRE & SWITCH ONLY

CABLE/PHONE TYPES OF OPTIONS	
A(TV)	INSTALL SINGLE GANG BOX, DUAL COAXIAL CABLE, CLASS 3 BELL WIRE & BLANK COVER, RUN ALL WIRES TO BASMT. UTILITY ROOM 1ST FLR (IN HOUSE)
B(TV)	INSTALL SINGLE GANG BOX, DUAL COAXIAL CABLE, CLASS 3 BELL WIRE & BLANK COVER, RUN ALL WIRES TO BASMT. UTILITY ROOM ↓ (OPTION & EXTRA)

FLOOR COVERINGS

RESILIENT — KITCHEN, ENT. RM, POWDER RM, LAUNDRY AREA

CARPET — GREAT RM., STAIR PLATFORM, STAIRS, CLOSETS & MASTER BEDROOM

WOOD BASE — PREFINISHED WOOD BASE THRU-OUT EXCEPT CLOSETS

NOTES

1. SEE SHEET 4A FOR KITCHEN ELEVATIONS, POWDER RM ELEVATIONS, COUNTERTOPS
2. ALL INTERIOR STUD WALL DIMENSIONS ARE 3 1/4" UNLESS NOTED
3. DELETE FLUE AS REQUIRED

DRAWN BY: SHAWN DONOVAN

SOURCE DWG: \\nathhdata\shawn\ches staircha.004

REVISIONS:
1. ADDED RWC (SLP) OCT 23 '97
4. WINDOWS MOVED 24" OCT 28 '97 (SLP)
5. REV. CABLE/ADD PHLSTV MODS. 1 3/5 /98 TJ.
6. REVISED ELEC. SYMBOLS 4-27-98 JLD
7. REVISED FRONT ENTRY 8-26-0 mfs

DATE: 9-18-95

SCALE: 3/16"=1'-0"

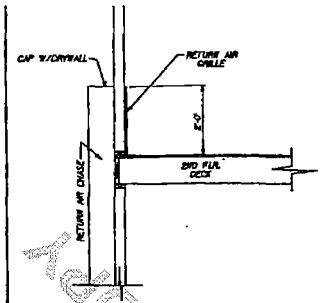
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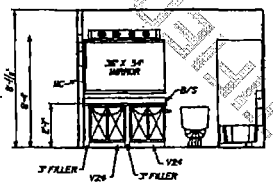
TITLE: CHESAPEAKE 1008

DWG NO: FIRST FLOOR PLAN EXTERIOR UNIT

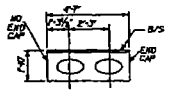
SHT: 4



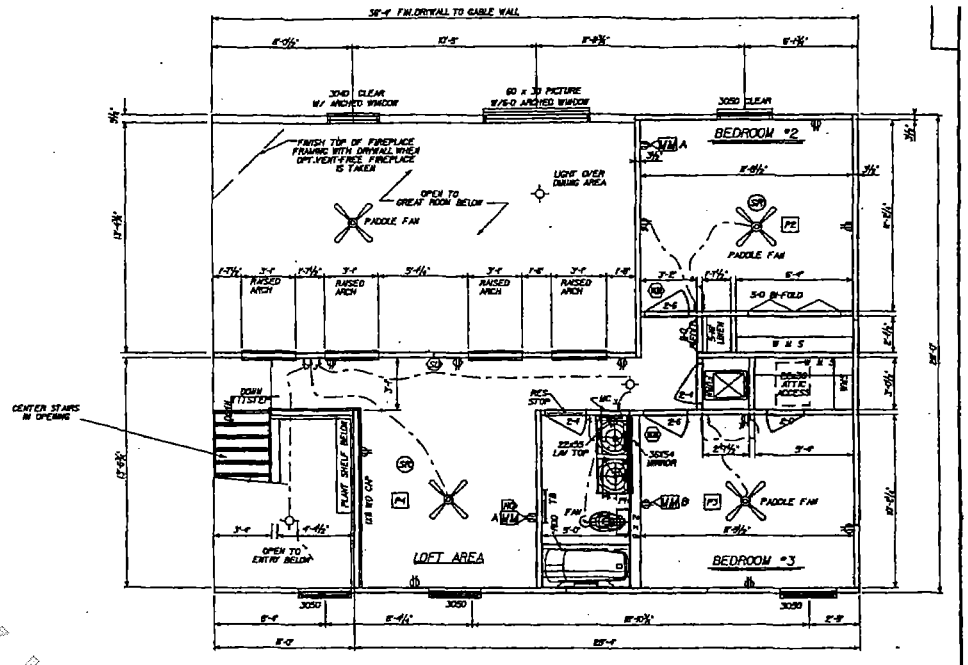
SECTION "E" - "E"
SCALE - ½" = 1'-0"



ELEV. TUB BATH - AS SHOWN



TUB BATH LAV TOP - AS SHOWN



SECOND FLOOR PLAN

NOTES:
1. ALL INTERIOR STUD WALLS ARE 3½" UNLESS NOTED

FLOOR COVERINGS

RESILIENT — TUB BATH & SHOWER BATH
CARPET — BEDROOMS, HALL & CLOSETS

LIST OF OPTIONS	
P2	OPTIONAL & EXTRA -BEDRM #2 PADDLE FAN ROUGH-IN W/ WIRE & SWITCH ONLY
P3	OPTIONAL & EXTRA - BEDRM #3 PADDLE FAN ROUGH-IN W/ WIRE & SWITCH ONLY
P4	OPTIONAL & EXTRA - LOFT AREA PADDLE FAN ROUGH-IN W/ WIRE & SWITCH ONLY

PORCHES, BALCONIES OR RAISED FLOOR SURFACES LOCATED MORE THAN 30 INCHES (762mm) ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARDRAILS NOT LESS THAN 36 INCHES (914mm) IN HEIGHT. OPEN SIDES OF STAIRS WITH A TOTAL RISE OF MORE THAN 30 INCHES (762mm) ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARDRAILS NOT LESS THAN 34 INCHES (864mm) IN HEIGHT MEASURED VERTICALLY FROM THE NOSING OF THE TREADS.

WALL BRACING:
48" WIDE STRUCTURAL SHEATHING LOCATED AT EACH END AND AT LEAST EVERY 25 FEET OF WALL PER CABO 602.10.5.

NOTES:
1) BATH EXHAUSTS VENT DIRECTLY TO THE OUTSIDE.
2) 3050 WINDOW PROVIDES:
LESS SQ.FT. OF LIGHT
LESS SQ.FT. OF VENT

GUARDRAILS:
PORCHES, BALCONIES OR RAISED FLOORS LOCATED MORE THAN 30" ABOVE THE FLOOR OR GRADE SHALL HAVE GUARDRAILS NOT LESS THAN 36" HIGH. OPEN STAIRS WITH A RISE OF MORE THAN 30", SHALL HAVE GUARDRAILS NOT LESS THAN 34" HIGH. LOST MICE BETWEEN BALUSTERS TO BE LESS THAN 4".

SMOKE DETECTORS SHALL BE INSTALLED IN ALL SLEEPING ROOMS, AREA OUTSIDE ADJACENT AND WITHIN 15 FT. OF EACH SLEEPING ROOM, THEY SHALL ALSO BE LOCATED ON EACH STORY INCLUDING BASEMENT AND CELLARS AND ALL DETECTORS SHALL BE HARDWIRED AND INTERCONNECTED. REQUIRED SMOKE DETECTORS PRIMARY POWER SHALL BE FROM THE BUILDING WIRING AND WHEN THE PRIMARY POWER IS INTERRUPTED, SHALL RECEIVE POWER FROM A BATTERY. WIRING SHALL BE PERMANENT AND WITHOUT A DISCONNECTING SWITCH. OTHER THAN THOSE CIRCUITS THAT MOST HAVE SMOKE DETECTORS INSTALLED. THE LOCATION OF THE SMOKE DETECTOR SHALL BE 3 FT. HORIZONTALLY FROM THE CEILINGS HIGHEST POINT.

CABLE/PHONE TYPES OF OPTIONS	
A TYPE	INSTALL SINGLE GANG BOX, DUAL COAXIAL CABLE, CLASS 5 BELL WIRE & BLANK COVER, RUN ALL WIRES TO BASMT. UTILITY ROOM (STD. IN HOUSE)
B TYPE	INSTALL SINGLE GANG BOX, DUAL COAXIAL CABLE, CLASS 5 BELL WIRE & BLANK COVER, RUN ALL WIRES TO BASMT. UTILITY ROOM (OPTION & EXTRA)

DRAWN BY: JOHN	REVISIONS: 4. REVISED ELEC. SYMBOLS 4-23-96 JD 5. REVISED: BATH WALL TO 2x6 05-12-95 BS 6. MOVE BATH SOUTHWARD LOFT 12-1-00 DDS 7. REVISE: WINDOW & ENTRY 2-16-01 dlh	DATE: 10-20-95	Maronda Homes COPYRIGHT © 2003 - MARONDA HOMES	TITLE: CHESAPEAKE SECOND FLOOR PLAN (2nd UNIT ONLY)	SHT: 5
SOURCE DWG:		SCALE: ¾"-1'-0"		DWG NO:	

OHIO START DISTRIBUTION

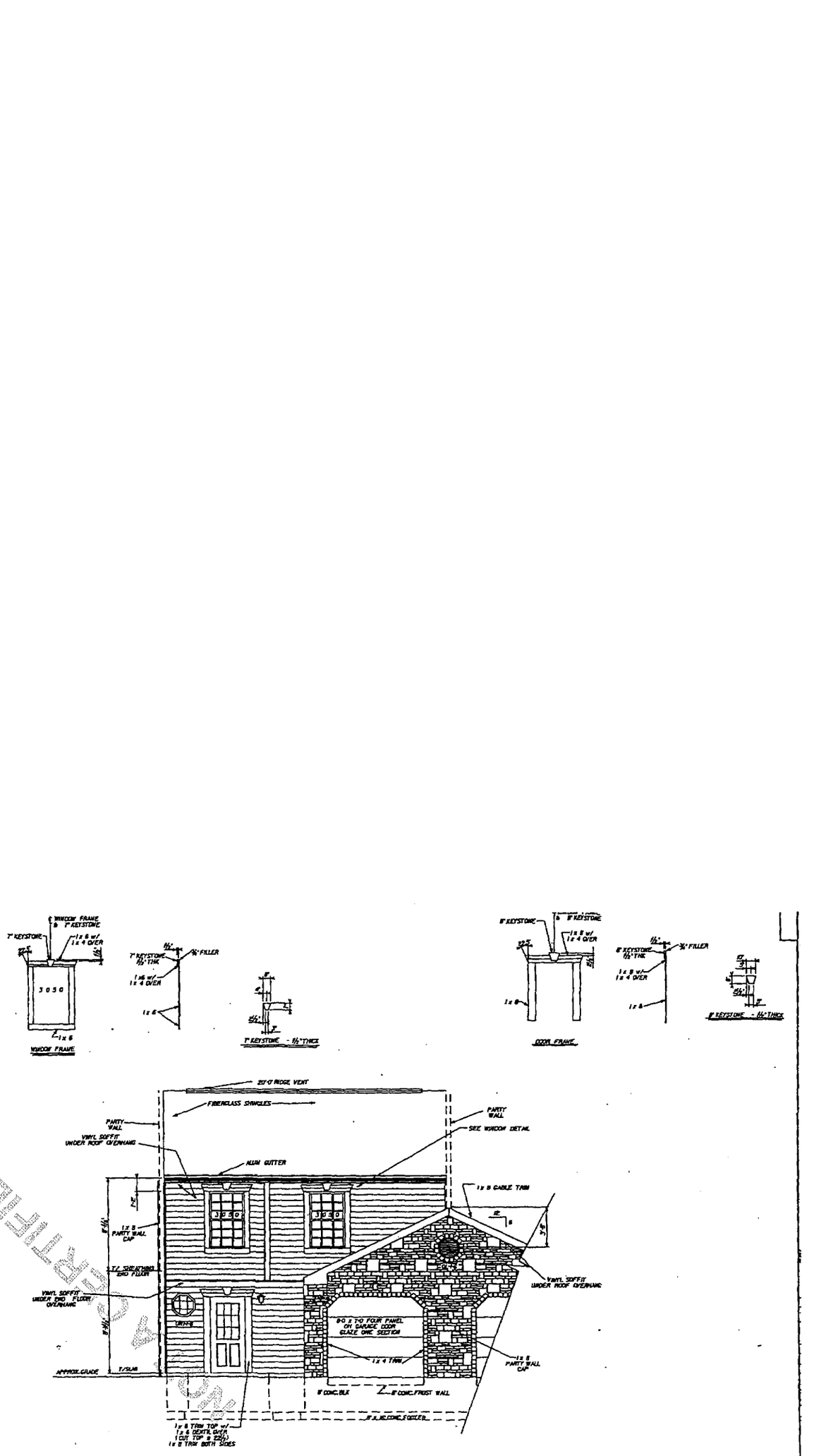
- ☐☐☐ MARONDA SYSTEMS
- ☐☐☐ MARONDA SYSTEMS
- BUILDING PERMIT (LG.BLUE LINE IF REQ'D.)

PRODUCTION
- ☐☐☐ PRODUCTION MANAGER
- ☐☐☐ SUPERVISOR .
- ☐☐☐ SUPERVISOR W/ 3 SETS LL& RJ)

OFFICE
- ☐☐☐ BUILDING PERMIT (LG.BLUE LINE IF REQ'D)

IMPERIAL LUMBER

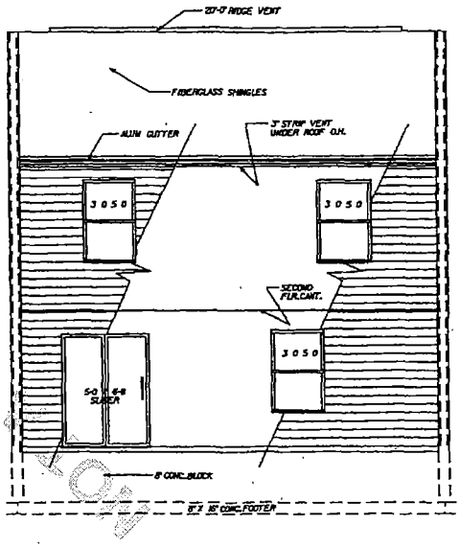
CARPENTER



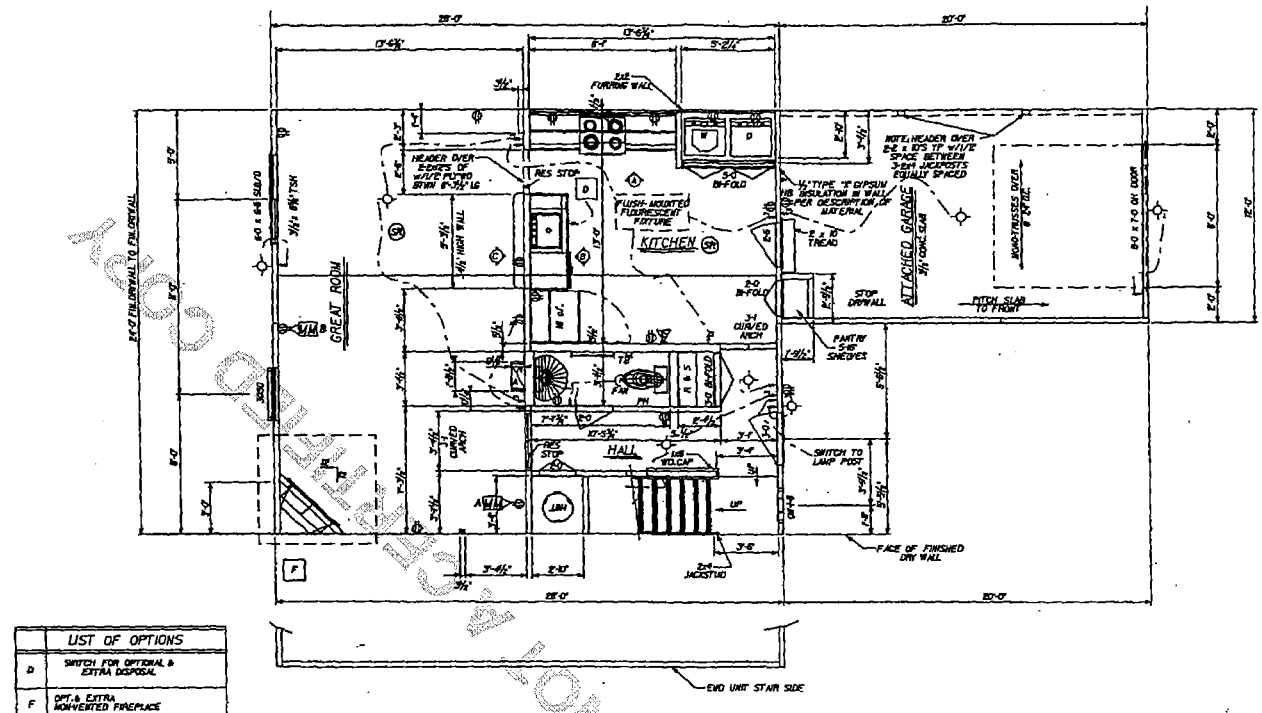
REPRODUCTION PROHIBITED

DRAWN BY: JOHN	REVISIONS: 1. ROOF, GABLE & SIDE CORNER CONDITIONS 12-15-98 PGR 2. ADDED SINGLE GARAGE, FRONT VIEW 12-18-98 PGR 3. ADD WINDOW ABOVE GARAGE DOOR 4-18-99 PGR	DATE: 1-3-95	Maronda Homes	TITLE: DURHAM SLAB - OHIO "T" ELEVATION .	SHT: 1
SOURCE DWG:		SCALE: 1/4"=1'-0"	COPYRIGHT © 2003 - MARONDA HOMES	DWG NO:	

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DRAWN BY: [illegible]	REVISIONS:	DATE: SEPTEMBER 23,2003	Maronda Homes	TITLE: DURHAM SLAB - OHIO	SHT:
SOURCE DWG: [illegible]		SCALE: 1/4"-1'-0"	COPYRIGHT © 2003 - MARONDA HOMES	DWG NO: REAR ELEVATION	1A



	LIST OF OPTIONS
D	SWITCH FOR OPTIONAL & EXTRA DISPOSAL
F	OPT.& EXTRA NONVERTED FIREPLACE

FIRST FLOOR PLAN w/ATTACHED GARAGE

CABLE/PHONE TYPES OF OPTIONS	
A WD	NOT ALL SINGLE GANG BOX, DUAL COAXIAL CABLE, CLASS 3 BELL WIRE & BLANK COVER, RUN ALL WIRES TO BASMT. UTILITY ROOM (STD.)IN HOUSE)
B WD	INST ALL SINGLE GANG BOX, DUAL COAXIAL CABLE, CLASS 3 BELL WIRE & BLANK COVER, RUN ALL WIRES TO BASMT. UTILKIT ROOM (OPTION & EXTRA)

FLOOR COVERINGS

RESILIENT — KITCHEN, ENTRY, POWDER RM, LAUNDRY AREA

CARPET — GREAT RM, STAIR PLATFORM, STAIRS & CLOSETS

WOOD BASE — PREFINISHED WOOD BASE THRU-OUT EXCEPT CLOSETS

NOTES

1. SEE SHEET 4A FOR KITCHEN ELEVATIONS, POWDER RM ELEVATIONS, COUNTERTOPS
2. ALL INTERIOR STUD WALL DIMENSIONS ARE 3½" UNLESS NOTED
3. DELETE FLUE AS REQUIRED

DRAWN BY: SHAUN DONOVAN	REVISIONS: 1.) RELOCATED FLUE & R.A CHASE 8-27-99 JT. 2.) REV. R/A & FLUE ADD. 2x6 @ PRVANU 3/4/96 TJ. 3.) REV. FP 1-4/29/96 P.H. 4.) REV. CABLE/ADD PH. STRIPS 1.) 3/5/98 TJ.	DATE: 9-1-95	Maronda Homes	TITLE: DURHAM	SHT: 4
SOURCE DWG: @:\dft\Models\Durham\Arch\Mdl\Durham.DGN		SCALE: 1/4"-1'-0"	COPYRIGHT © 2003 - MARONDA HOMES	DWG NO: FIRST FLOOR PLAN	

Not to be used for construction

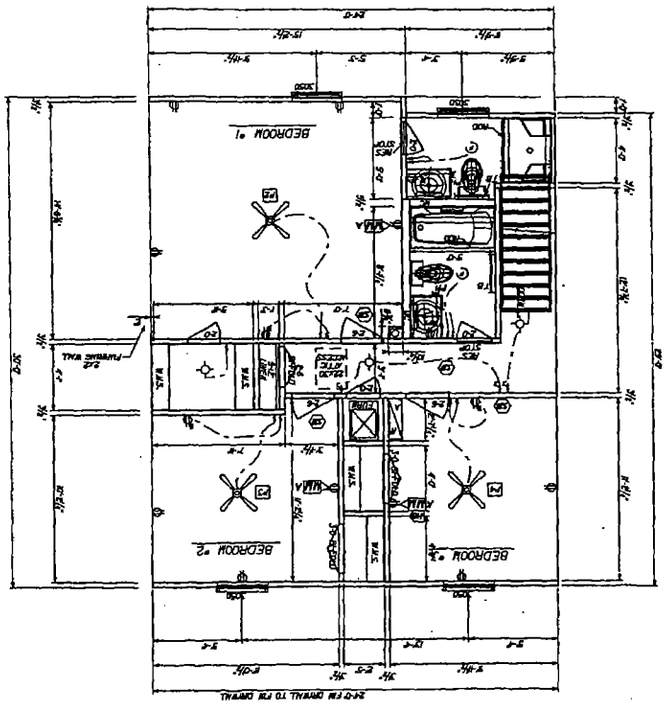
DRAWN BY: TAT
SOURCE DWG: B:\MARONDA\SALEM\SALEM 2005.DWG
REVISIONS: LOWE WINDOW TO BEDROOM TO 8/28/96 DS
DATE: 3-6-96
SCALE: 1/4"=1'-0"
TITLE: DURHAM
DWG NO: INTERIOR UNIT SECOND FLOOR PLAN
SHT: 5

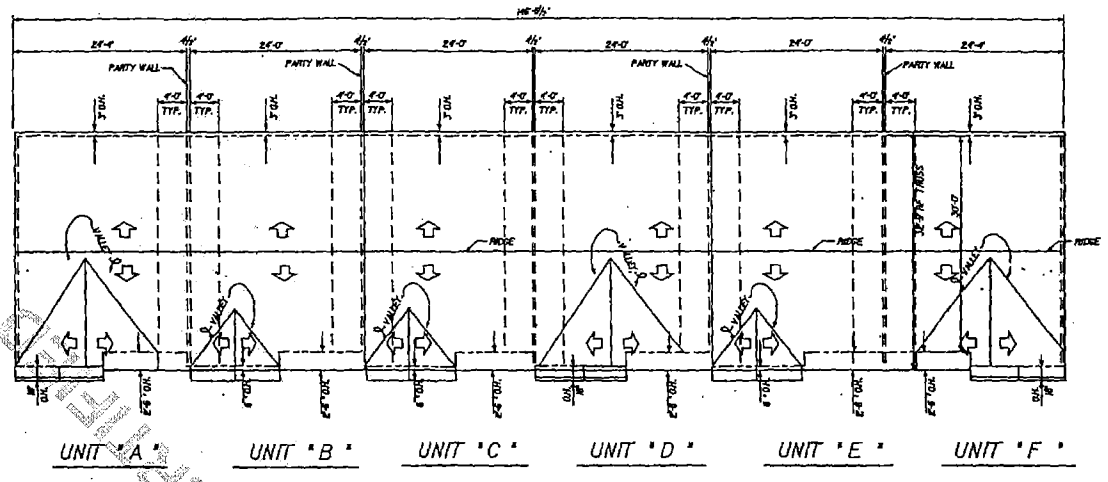
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CABLE/PHONE TYPES OF OPTIONS

A	MOST ALL SINGLE GANG BOX DUAL COAXIAL CABLE, CLASS 5 BELL WIRE & BLANK COVERPLATE ALL WIRES TO BASEMENT UNIT ROOM LOCATION NOTED
B	MOST ALL SINGLE GANG BOX DUAL COAXIAL CABLE, CLASS 5 BELL WIRE & BLANK COVERPLATE ALL WIRES TO BASEMENT UNIT ROOM LOCATION & EXTRAS

SECOND FLOOR PLAN


BEDROOM #1
BEDROOM #2
BEDROOM #3
LINEN
LINEN
LINEN

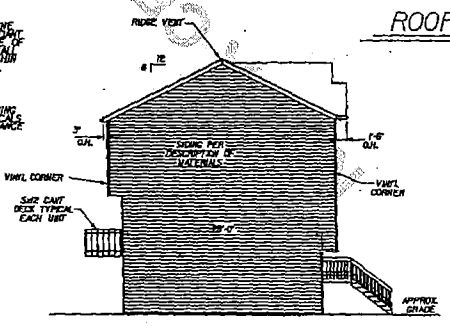


SHEATHING NOTE:

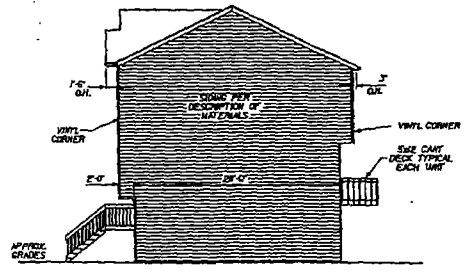
ROOF SHEATHING AT PARTY WALL LINE TO BE CONSTRUCTED OF FIRE RETARDANT TREATED SHEATHING FOR A DISTANCE OF TWO FEET ON BOTH SIDES OF THE WALL ALSO ROOFING IN THIS AREA WITHIN FIVE FEET OF THE PARTY WALL

FIRE RETARDANT - TREATED SHEATHING SHALL BE IMPREGNATED WITH CHEMICALS BY A PRESSURE PROCESS IN ACCORDANCE WITH ASTM E84

ROOF PLAN



LEFT SIDE ELEVATION



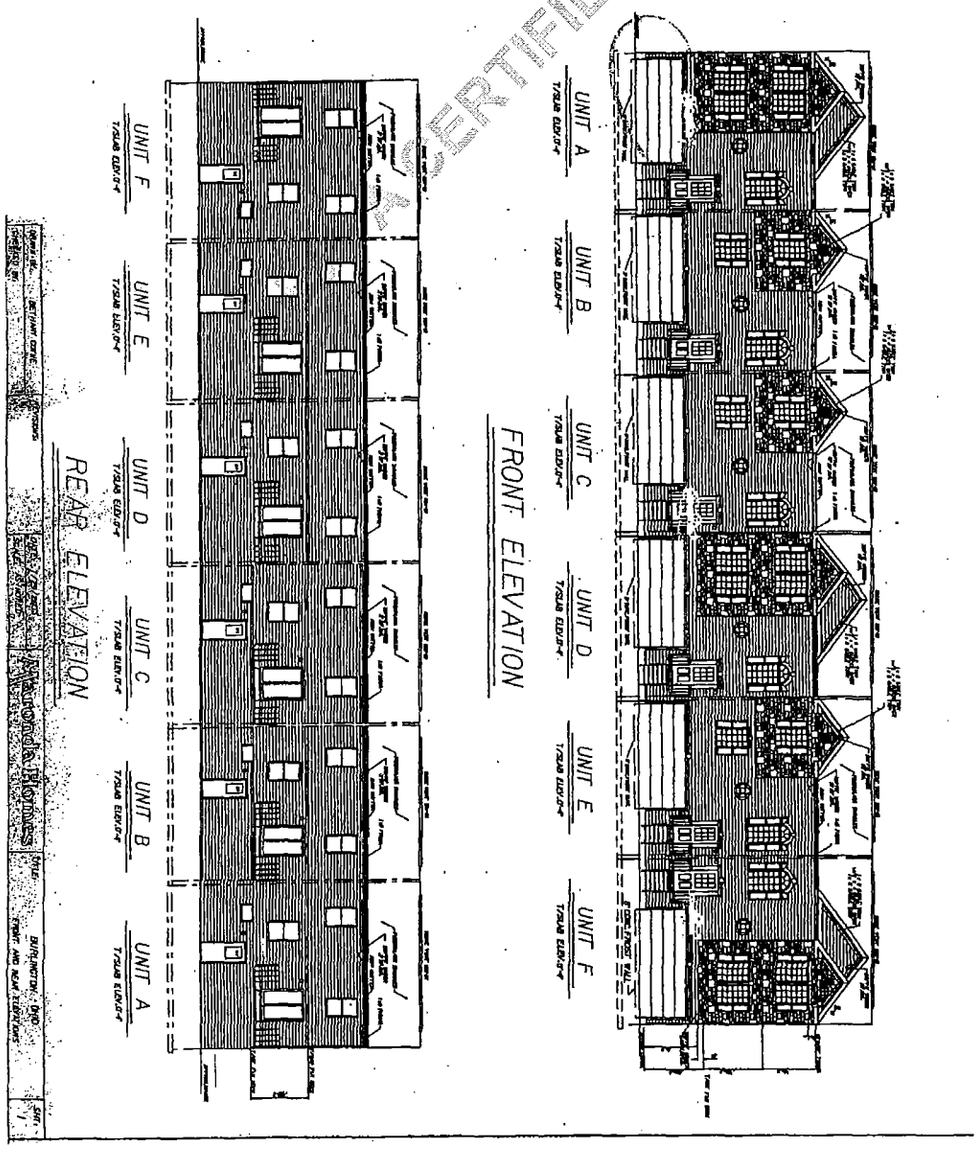
RIGHT SIDE ELEVATION

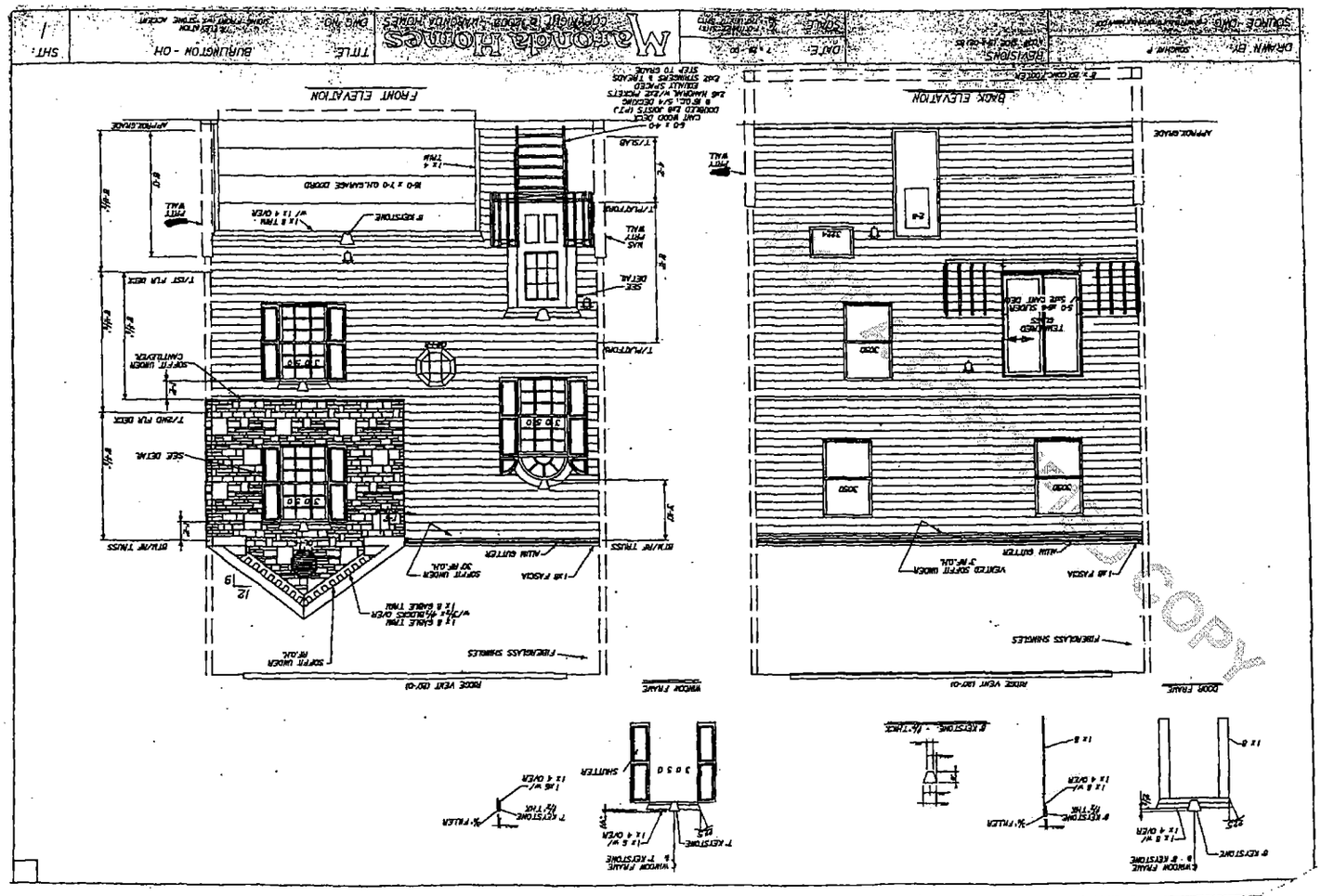
DRAWN BY:	REVISIONS:	DATE: FEBRUARY 3, 2004	Maronda Homes	TITLE: BURLINGTON - OHIO	SHT: RFL
SOURCE:		SCALE:	COPYRIGHT © 2002 MARONDA HOMES	DWG. NO: 6 UNIT REAR LOAD & SIDE ELEVATION	

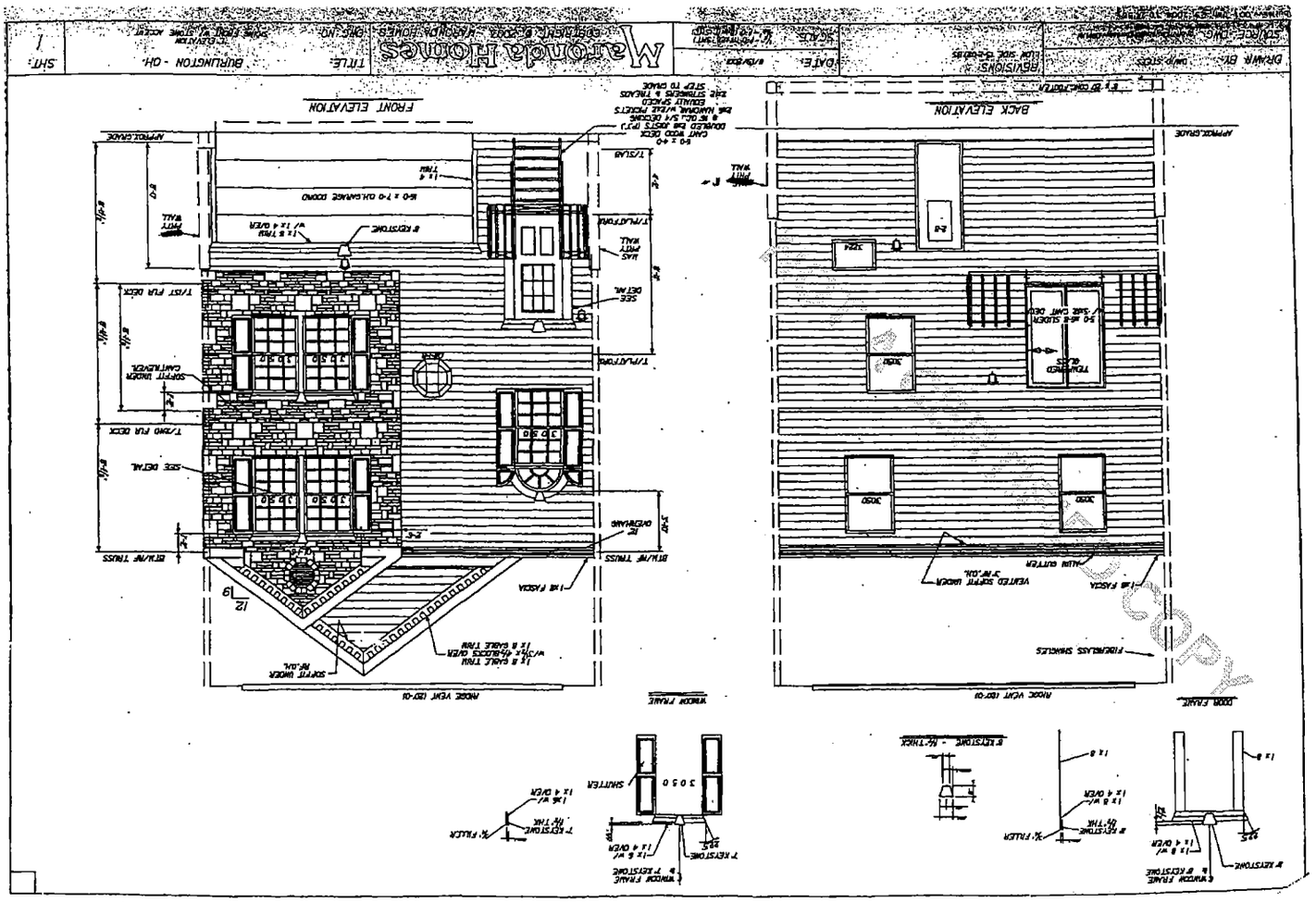
REPRODUCTION COPY

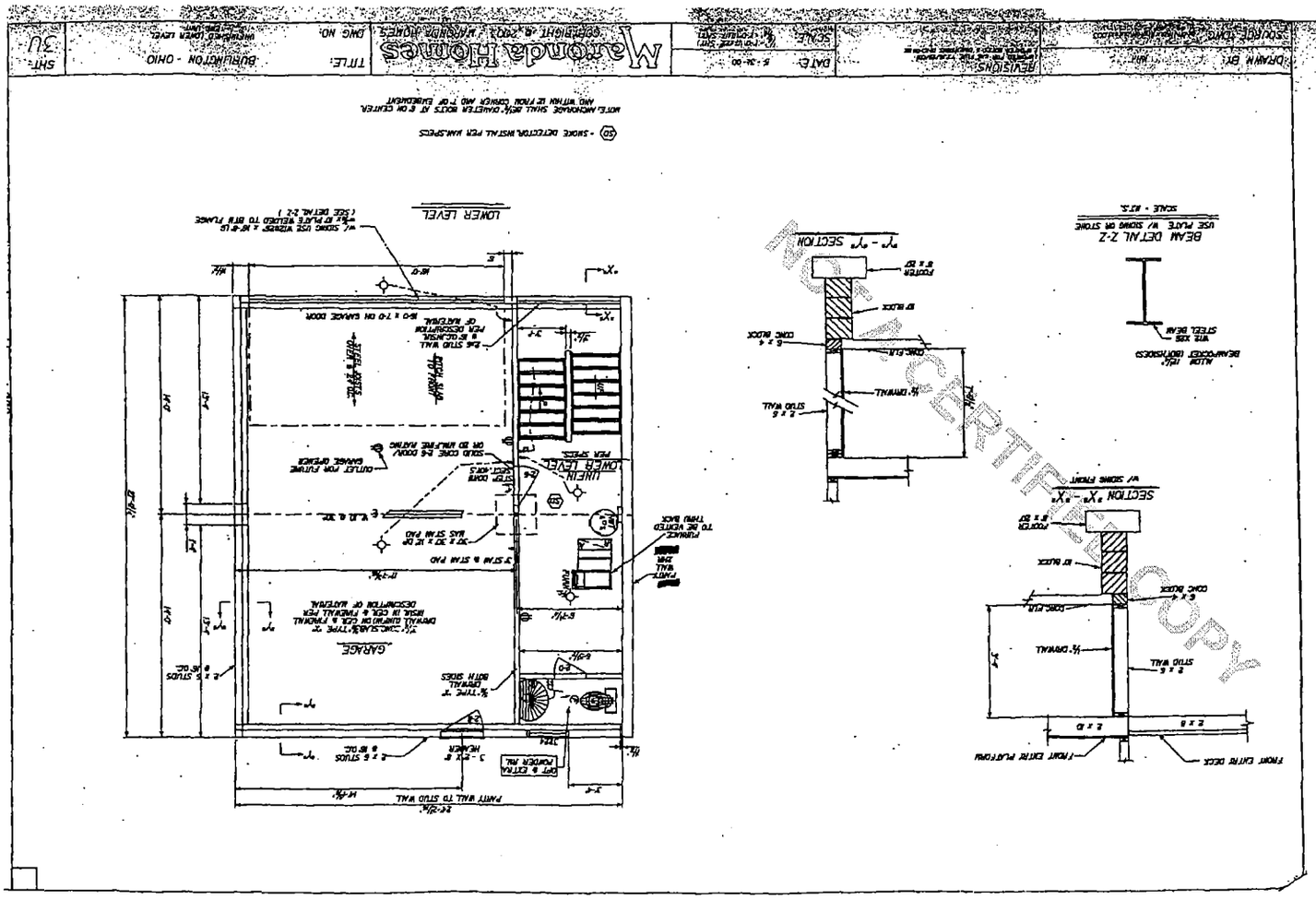
The following Condominium Drawings apply to all units identified on Exhibit D, Unit Identification Schedule as being the Burlington model.

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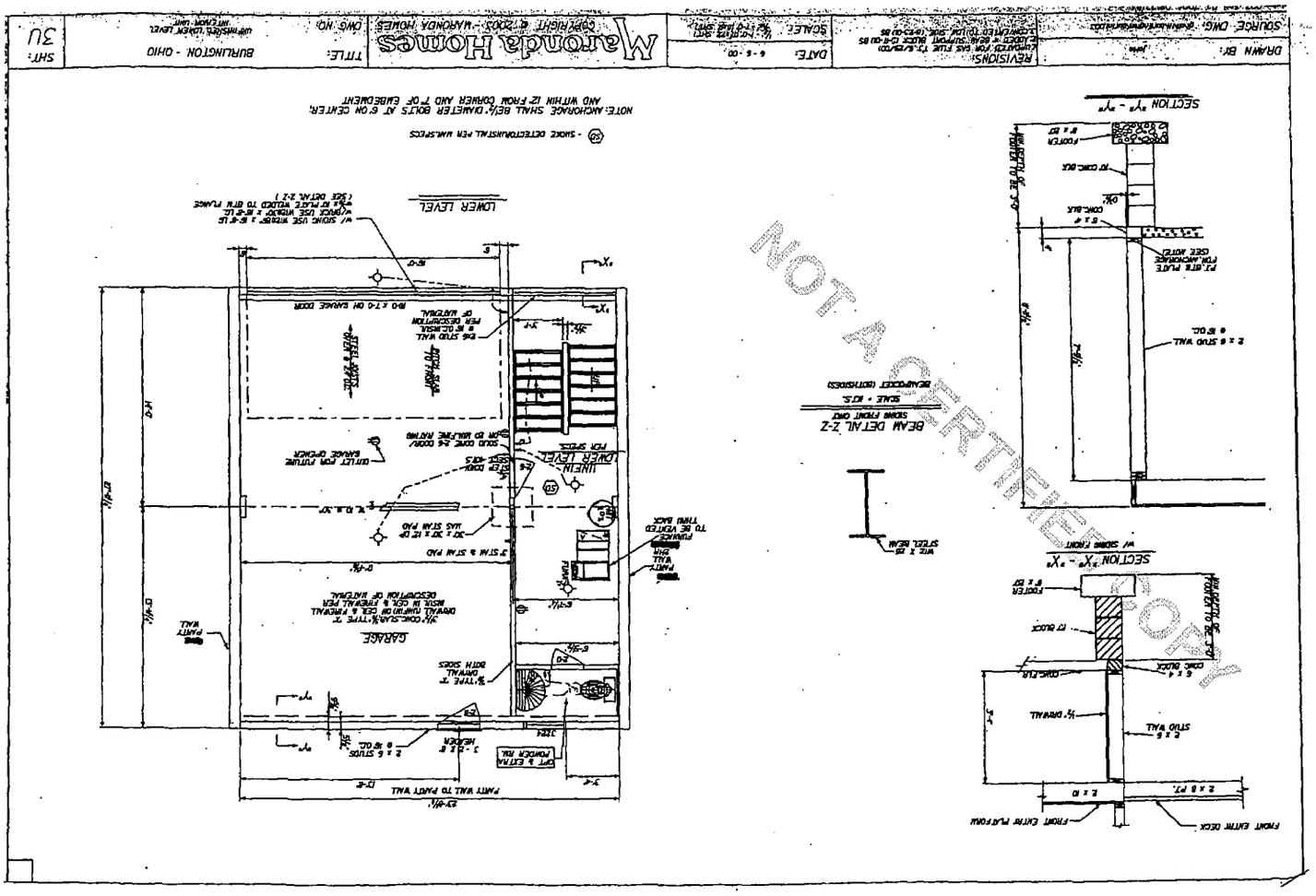


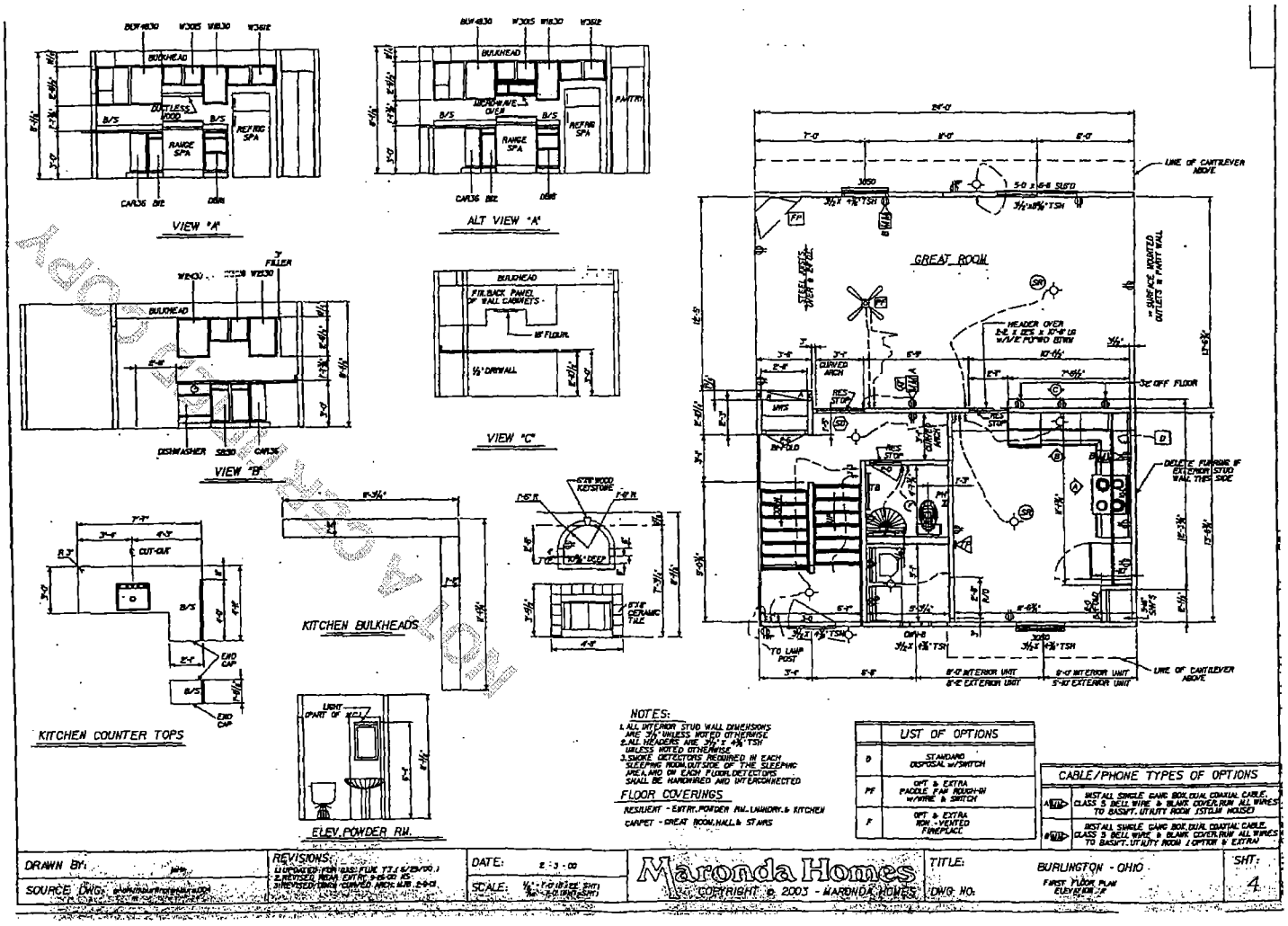

Arnold Homes
COPY

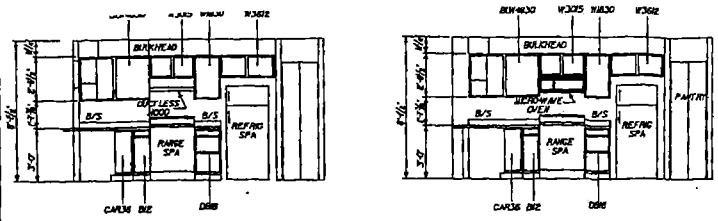

Maronda Homes
FRONT ELEVATION
BACK ELEVATION
REAR VENT DET-01
SIDE VENT DET-01
WINDOW FRAME
DOOR FRAME
FIBERGLASS SHACLES
VENTED SOFFIT UNDER 3'-11" DIA.
GUTTER
FASCIA
SHUTTER
SOFFIT UNDER GABLE VENT
SEE DET'AL
T.O. PLATFORM
T.O. 1ST FLR DECK
T.O. 2ND FLR DECK
BTM/OF TRUSS
GABLE TRIM
GABLE VENT
RADIUS
ARCH
DECK
RAILING
STEPS
RISERS
TREADS
STRINGERS
FOUNDATION
BRICK
SIDING
SHEATHING
WINDOW
DOOR
ROOF
CHIMNEY
FLUE
FLASHING
COPING
CAP
BASE
SILL
HEAD
JAMB
MULLION
TRANSOM
SASH
GLASS
SCREEN
HARDWARE
HINGE
LOCK
KNOB
HANDLE
PULL
CATCH
STOP
WEATHERSTRIP
CAULK
PAINT
STAIN
VARNISH
PRIMER
FINISH
MATERIAL
SPECIFICATION
NOTE
DETAIL
SECTION
ELEVATION
PLAN
SCALE
DATE
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SHEET
TITLE
BURLINGTON - OH.
SPECIFIC PAGE -WARRANDE HOMES
SHT.
1

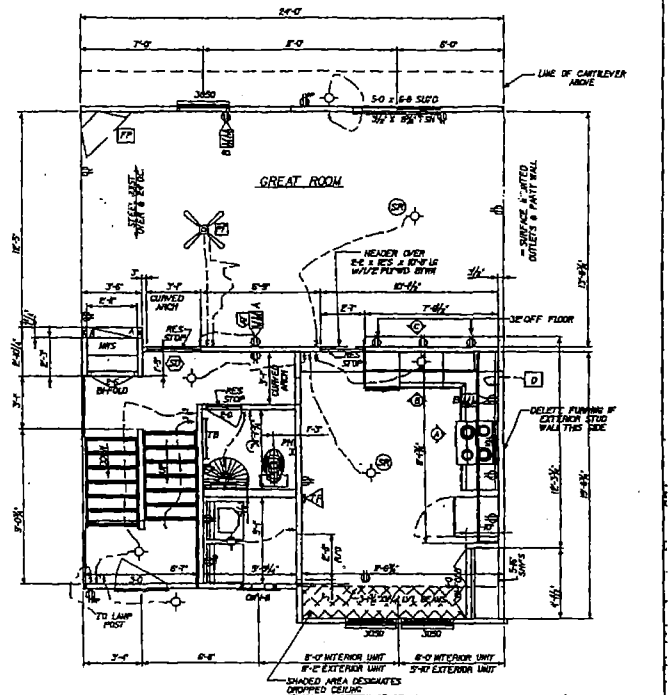


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TITLE: BURLINGTON - OHIO
SHT: 3U
DRAWN BY:
DATE: 6-6-05
SCALE: 1/4"=1'-0"
REVISIONS:
SOURCE CMG:
CMS NO:
LOWER LEVEL
GARAGE
SECTION
BEAM DETAIL Z-Z
NOT A CERTIFIED COPY


VIEW "A"
ALT VIEW "A"
VIEW "B"
VIEW "C"
KITCHEN BULKHEADS
KITCHEN COUNTER TOPS
ELEV. POWDER RM.
GREAT ROOM
NOTES:
1. ALL INTERIOR STUD WALL DIMENSIONS ARE 3½" UNLESS NOTED OTHERWISE
2. ALL HEADERS ARE 3½" x 4⅝" TSH UNLESS NOTED OTHERWISE
3. SMOKE DETECTORS REQUIRED IN EACH SLEEPING ROOM, OUTSIDE OF THE SLEEPING AREA, AND ON EACH FLOOR. DETECTORS SHALL BE HARDWIRED AND INTERCONNECTED
FLOOR COVERINGS
RESILIENT - ENTR., POWDER RM., LAUNDRY, & KITCHEN
CARPET - GREAT ROOM, HALL & STAIRS
LIST OF OPTIONS
D STANDARD DISPOSAL W/SWITCH
FF OPT. & EXTRA PADDLE FAN ROUGH-IN W/WIRE & SWITCH
F OPT. & EXTRA NON-VENTED FIREPLACE
CABLE/PHONE TYPES OF OPTIONS
A(TV) INSTALL SINGLE GANG BOX, DUAL COAXIAL CABLE, CLASS 5 BELL WIRE & BLANK COVER, RUN ALL WIRES TO BASMT. UTILITY ROOM (STELLAR HOUSE)
B(TV) INSTALL SINGLE GANG BOX, DUAL COAXIAL CABLE, CLASS 5 BELL WIRE & BLANK COVER, RUN ALL WIRES TO BASMT. UTILITY ROOM 1 OPTION & EXTRA
DRAWN BY:
SOURCE DWG:
REVISIONS:
DATE:
SCALE:
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TITLE: BURLINGTON - OHIO
FIRST FLOOR PLAN
ELEVATION 'A'
DWG NO:
SHT: 4





NOTES:
1. ALL INTERIOR STUD WALL DIMENSIONS ARE 3½" UNLESS NOTED OTHERWISE
2. ALL HEADERS ARE 3½" X 9¼" FSH UNLESS NOTED OTHERWISE
3. SMOKE DETECTORS REQUIRED IN EACH SLEEPING ROOM, OUTSIDE OF THE SLEEPING AREA, AND ON EACH FLOOR. DETECTORS SHALL BE HARDWIRED AND INTERCONNECTED

FLOOR COVERINGS
RESILIENT - ENTRY, POWDER RM., LAUNDRY, & KITCHEN
CARPET - GREAT ROOM, HALL, & STAIRS

	LIST OF OPTIONS
D	STANDARD DISPOSAL W/SWITCH
PF	OPT. & EXTRA PADDLE FAN W/LIGHT-W/WIRE & SWITCH
F	OPT. & EXTRA GAS VENTED FIREPLACE

CABLE/PHONE TYPES OF OPTIONS	
#WIRE	INSTALL SINGLE GANG BOX, DUAL COAXIAL CABLE, CLASS 5 BELL WIRE & BLANK COVER, RUN ALL WIRES TO BASMT. UTILITY ROOM (STUB WHERE INDICATED)
#WIRE	INSTALL SINGLE GANG BOX, DUAL COAXIAL CABLE, CLASS 5 BELL WIRE & BLANK COVER, RUN ALL WIRES TO BASMT. UTILITY ROOM (OPTION & EXTRA)

DRAWN BY: jatkin
SOURCE DWG: shelf/Burlington/burl-e.dgn

REVISIONS:
1) UPDATED FOR GAS FUEL TT-(6/26/00)
2) REVISED REAR ENTRY 8-15-00 JFS
3) REVISED DIM.s CURVED ARCH, ELEV 1-9-01

DATE: 8-3-00
SCALE: ½"=1'-0" (11"x17" SHT) ¼"=1'-0" (24"x36" SHT)

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TITLE: BURLINGTON "E" - OHIO
FIRST FLOOR PLAN ELEVATION "C"
DWG NO:

SHT: 4

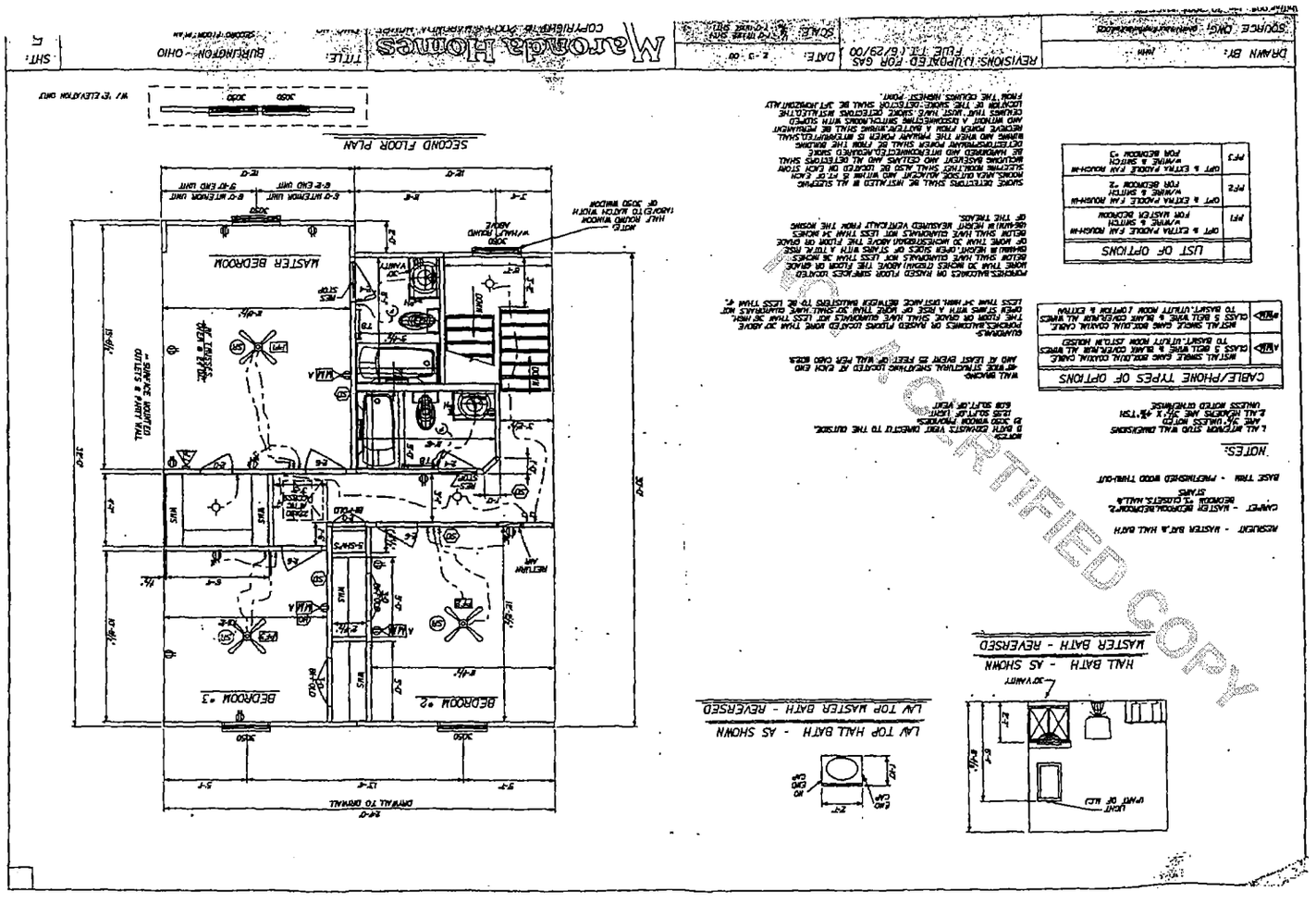

SECOND FLOOR PLAN
MASTER BEDROOM
BEDROOM #2
BEDROOM #3
HALL BATH - AS SHOWN
MASTER BATH - REVERSED
LAV TOP HALL BATH - AS SHOWN
LAV TOP MASTER BATH - REVERSED
CABLE/PHONE TYPES OF OPTIONS
LIST OF OPTIONS
NOTES:
Marcada Homes
BURLINGTON - OHIO
COPYRIGHTED - NOT REPRODUCIBLE
DRAWN BY:
DATE:
SCALE:
SHT:
REVISIONS: UPDATED FOR 6AS FILE 11 (6/29/00
SOURCE ONE - Engineered Wood Products
DRIVE TO DRIVEWAY
UNDER TABLE OUTLET & LIGHT SWITCH
SWITCH CONTROLLED OUTLET & LIGHT
NEW FLUSH MNT
HALF ROUND WINDOW
w/SHELF ABOVE
MOTED DOOR/DUTCH DOOR WINDOW
W/ 12" ELEVATION UNIT
COPY
NOT CERTIFIED

EXHIBIT D

UNIT IDENTIFICATION SCHEDULE

Initial Units Submitted Under Declaration:

UNIT NUMBER	STREET ADDRESS	UNIT TYPE	SQUARE FOOTAGE	PERCENTAGE OF OWNERSHIP
3297D	3297 Johnstock Drive Columbus, OH	Chesapeake	1,701	1/30
3303C	3303 Johnstock Drive Columbus, OH	Durham	1,383	1/30
3309B	3309 Johnstock Drive Columbus, OH	Durham	1,383	1/30
3315A	3315 Johnstock Drive Columbus, OH	Chesapeake	1,701	1/30
5854A	5854 Morrissey Street Columbus, OH	Chesapeake	1,701	1/30
5856B	5856 Morrissey Street Columbus, OH	Durham	1,383	1/30
5860C	5860 Morrissey Street Columbus, OH	Durham	1,383	1/30
5862D	5862 Morrissey Street Columbus, OH	Chesapeake	1,701	1/30
3259D	3259 Edinwick Way Columbus, OH	Chesapeake	1,701	1/30
3265C	3265 Edinwick Way Columbus, OH	Durham	1,383	1/30
3271B	3271 Edinwick Way Columbus, OH	Durham	1,383	1/30
3277A	3277 Edinwick Way Columbus, OH	Chesapeake	1,701	1/30
5864A	5864 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5866B	5866 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5872C	5872 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5874D	5874 Abernathy Lane Columbus, OH	Burlington	1,416	1/30

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UNIT NUMBER	STREET ADDRESS	UNIT TYPE	SQUARE FOOTAGE	PERCENTAGE OF OWNERSHIP
5880E	5880 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5882F	5882 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5888A	5888 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5890B	5890 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5896C	5896 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5898D	5898 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5904E	5904 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5906F	5906 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5912A	5912 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5914B	5914 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5920C	5920 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5922D	5922 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5928E	5928 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
5930F	5930 Abernathy Lane Columbus, OH	Burlington	1,416	1/30
			Total:	100

NOT A CERTIFIED COPY

EXHIBIT E

CODE OF REGULATIONS AND BY-LAWS OF CHATTERTON COMMONS CONDOMINIUM ASSOCIATION, INC.

Chatterton Commons Condominium Association, Inc. has been formed as an Ohio non-profit corporation to act as the Unit Owners' Association of and for Chatterton Commons Condominium under the provisions of Ohio Revised Code Section 5311.08 which requires that every condominium property in the State of Ohio shall be administered by a Unit Owners' Association. That same statutory section requires that each such Unit Owners' Association be governed by by-laws. The following material constitutes the Code of Regulations of this Ohio non-profit corporation, adopted under the authority of Ohio Revised Code Section 1702.10 for the government of this corporation, the conduct of its affairs and the management of its property; and said regulations shall be construed to be by-laws of the Unit Owners' Association adopted to satisfy the requirements of Ohio Revised Code Section 5311.08.

NOT ATTACHED TO DEED

ARTICLE I
NAME AND LOCATION

The name of the non-profit corporation as set forth above will not be repeated throughout these by-laws, but said corporation shall hereinafter be referred to as the "Association." The principal office of the Association shall be located at the place designated in the Articles of Incorporation, but meetings of members and Trustees may be held at such places within Franklin County, Ohio, or any adjacent counties in said state, as may be designated from time to time by the Board of Trustees.

ARTICLE II
DEFINITIONS

For all purposes throughout these by-laws, certain capitalized terms herein shall refer to the definitions contained in the Declaration of Condominium establishing a plan for Condominium Ownership for the project known as Chatterton Commons Condominium, and the covenants, conditions, easements and restrictions, and the contents of that Declaration, shall apply hereto, and are incorporated by reference in these by-laws as fully as though completely rewritten. In the event of any conflict between the contents of that Declaration and the remaining provisions of these By-Laws, the language and requirements of the Declaration shall prevail.

ARTICLE III
MEETING OF MEMBERS

Section 1. Membership. Each Unit Owner (as defined in the Declaration) shall be a member of the Association.

Section 2. Annual Meetings. The first annual meeting of the members shall be held no later than 30 days after the date on which at least 25% of the Condominium Ownership Interests have been sold at such date and time as the Trustees may determine and set forth in the notice of the annual meeting. Thereafter, the annual meeting shall be held between April and

June each year, with the Trustees having the right to select the exact date and vary the hour of such meeting provided that the date and hour are set forth in the notice of such meetings.

Section 3. Special Meetings. Special meetings of the members may be called by any of the following:

(a) The President of the Association, or in the case of the President's absence, death or disability, the Vice-President authorized to exercise the authority of the President;

(b) The Trustees by action at a meeting, or by a majority of the Trustees acting without a meeting but in writing; or

(c) Members who are entitled to vote not less than one-fourth (1/4th) of the total voting power of the Association.

Calls for special meetings shall specify the time, day, place and purposes of such meetings, in order that the Secretary will be able to comply with the procedural requirements as to giving notice of meetings, as set forth below in these By-Laws. No business other that that specified in the call for such meetings and described in the Notice shall be transacted at such meetings

Section 4. Notice of Meetings. Written notice of annual and special meetings of the members shall be given by or at the direction of the Secretary or persons authorized to call such meetings by mailing a copy of such notice, postage prepaid, at least ten (10) and not more than sixty (60) days before such meeting to each member entitled to vote thereat, addressed to the member's address as it appears on the books of the Association. Such address shall be deemed to be the address of the Unit owned by such member, unless the Association is given written notice of a different address by the member. Notice of any meeting, annual or special, shall set forth the place, day, hour and purpose of the meeting as may be described in the call for such meeting. Persons calling a special meeting shall have the duty to transmit such call and the description of business to be transacted to the Secretary or the Trustees in adequate time so as to permit the preparation and issuance of the required notices, and the Board of Trustees may in any event add additional items of business to be included in such notices and to be transacted at such meetings.

Section 5. Waiver of Notice. Notice of the time, place and purpose of any meeting may be waived in writing, before, during or after the holding of such meeting and the attendance of any member at such meeting and his voting or participating in said meeting as required above.

Section 6. Quorum. The members present, in person or by proxy, at any duly called and noticed meeting of members, shall constitute a quorum for such meeting, except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws.

Section 7. Adjournment of Meetings of Members. Whether or not a quorum is present, the holders of a majority of the votes represented at any meeting may adjourn such meeting of the members to a subsequent date. If the specific date, time and place to which such meeting is adjourned is fixed and announced at such meeting, written notice of said facts need not be given to members who were present at the meeting and were still in attendance at the time

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of such announcement, but in any event written notice of the specific date, time and place to which such meeting is adjourned shall be given in the manner set forth in these By-Laws to all members not present at such meeting at the time the announcement was made. The purposes of object or subjects of any adjourned meetings shall be the same as and limited to the purposes and subject of the original meeting, as specified in any call therefore and in the notice thereof. If the specific date, time and place of any adjourned meeting are not so fixed and announced at the original session of such meeting, then written notice of such facts shall be given to all members in the same manner as provided in these By-Laws for any other Notice of a meeting of the members.

Section 8. Proxies. A member who is entitled to vote or to execute consents, or waivers, or releases may be represented at a meeting by, and may so consent, waive or release by and may exercise any of his rights of proxy or proxies appointed in a writing signed by such member. The appointment of a proxy shall be invalid after the expiration of eleven months after it is made unless the writing specifies the date on which it is to expire or the length of time it is to continue in force or immediately upon conveyance by a Unit Owner of a Unit. Every appointment of a proxy shall be revocable unless such appointment is coupled with an interest. A revocation of a revocable appointment of a proxy may be made only as follows: (a) by the member who granted the original proxy executing a subsequent written proxy and delivering it to the Association; or (b) by the member who granted the proxy executing a written notice of revocation thereof and delivering such notice to the corporation; or (c) by the member who granted the proxy attending a meeting of the members and during such meeting obtaining the floor and announcing his revocation of the proxy. No revocation or expiration shall invalidate or affect any votes previously cast or actions previously taken by the proxy holder, and the mere presence at a meeting of a member who has granted a proxy shall not be deemed to revoke the appointment of such a proxy. A revocable appointment of a proxy is not revoked by the death or incompetency of the maker unless, before the vote is taken or the authority granted is otherwise exercised, written notice of such death or incompetency is received by the corporation from the executor or administrator of the estate of such maker or from the fiduciary having control of the ownership rights of the Unit through which the member originally obtained a voting right and in respect of which voting right the proxy was appointed.

Section 9. Vote Required for Action by Members. Each member shall be entitled to voting rights in the Association, and the owner(s) of each unit shall be entitled to one undivided vote for such unit. Except as otherwise provided in the Association organizational documents or by law, a majority of the voting power of members at a voting on any matter that may be determined by the members at a duly called and noticed meeting shall be sufficient to determine that matter.

Section 10. Action in Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents or by law.

ARTICLE IV
BOARD OF TRUSTEES; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) Trustees who shall constitute the Board of Directors required by Section 5311.08 of the Revised Code of Ohio. The Association has been formed and created with three (3) Trustees, and the number of Trustees may be increased by a vote of the members of the Association, but the number of Trustees shall not be reduced below three (3) such persons.

Section 2. Term of Office. The Articles of Incorporation named the initial three (3) Trustees, and the Declaration designated their term in office. As the terms of the initial Trustees expire, replacement or successor Trustees shall be elected in accordance with the Declaration.

Section 3. Removal. Except as otherwise set forth in the Declaration, each Trustee shall serve as such for the term for which he was elected, but may be removed from the Board during said term, with or without cause, by a seventy-five percent (75%) of the voting power of the members of the Association.

Section 4. Vacancies. A vacancy in the Board of Trustees shall be deemed to exist if any Trustee dies, resigns, is no longer a member of the Association, is declared by court order to be of unsound mind, or is removed from office during his term as Trustee. A vacancy in the Board of Trustees shall also be deemed to exist in the event the members act to increase the authorized number of Trustees but fail to elect the additional Trustee provided for, or at any time at which the members fail to elect the entire authorized number of Trustees. Any vacancy shall be filled by the remaining Trustees for the balance of the unexpired term.

Section 5. Compensation. No Trustee shall receive compensation for any service he may render to the Association in his capacity as Trustee. Any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties, however, and may also receive compensation or other payment for services rendered in a capacity other than Trustee (e.g. employee, officer, agent, etc.).

ARTICLE V
NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a nominating committee; provided, however, that nominations may also be made from the floor at any meeting called to elect one or more Trustees. The nominating committee shall be appointed by the Board of Trustees and not less than two nor more than four other persons, with all of such other persons to be members of the Association but not Trustees of the Association. The appointments to such committee shall expire immediately upon completion of the election for which the nominations were made, and a new nominating committee shall be appointed by the Board of Trustees prior to the next election. In the event the Trustees fail to appoint such a committee, all nominations shall be made from the floor.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as

many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected; provided, however, that in the event said largest number of votes is less than a majority, a run-off election shall be held between the two candidates receiving the highest number of votes, so as to insure that those persons elected to the Board of Trustees have been selected by a majority of the voting power of the members of the Association. Cumulative voting is permitted to the extent required by Ohio law. Cumulative voting for election of Trustees shall be permitted upon written request by any Unit Owner to the President of the Association not less than two (2) days prior to the date fixed for the meeting called for election of Trustees. At such meeting, each Unit Owner shall have the right to cumulate such voting power as it possesses and to give one candidate as many votes as the number of Trustees to be elected multiplied by the percentage of voting power held by such Unit Owner, or to distribute its voting power on the same principle among two or more candidates.

ARTICLE VI
MEETINGS OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held quarterly or more or less frequently as the Board may decide, but at least annually, by resolution at any meeting except as otherwise provided in these By-Laws and shall be held at such place within the county in which the principal office of the Association is located, or in such other adjacent county as may be designated in the Notice of the Meeting, as may be fixed or designated from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Trustees may be called at any time by the Chairman of the Board or by any two Trustees except as otherwise provided in these By-Laws, and shall be held at such place and hours as may be fixed from time to time by a resolution of the Board in the same manner as provided for regular meetings of the Board of Trustees.

Section 3. Notice of Meetings. Written notice of regular and special meetings of the Trustees shall be given to each Trustee in accordance with the terms of Revised Code Section 1702.31 either by personal delivery or by mail, telegram or cablegram and shall be given not less than three (3) nor more than twenty (20) days prior to the date of such meetings. Each Trustee must record his address with the Secretary of the Association at the time of his designation or election as such Trustee, and notices of meetings may be directed to each Trustee at such address, or if such record of address has been changed by a Trustee such notice shall be given to the Trustee at the changed address. The notice of such meetings shall set forth the place, day, hour and purposes of the meeting and no business other than that described in the notice as to the purpose of the meeting shall be transacted at such meeting. Persons calling a special meeting shall have the duty to transmit such call and the description of business to be transacted to the Trustees in adequate time so as to permit the preparation and the issuance of the required notices, and the Chairman of the Board may add additional items of business to be included in such notices.

Section 4. Waiver of Notice. Notice of Trustees' meetings may be waived in writing either before or after the holding of such meeting, and the attendance of any Trustee at such meeting shall constitute a waiver by him of any such notice without the necessity of any writing.

Section 5. Quorum. A majority of the Trustees in office at the time shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 6. Voting Power. Each Trustee shall be entitled to one vote on any matter before the Board.

Section 7. Adjournment of Trustees' Meetings. Whether or not a quorum is present the Trustees present at a meeting may adjourn any such meeting of the Trustees to a subsequent date. If said subsequent date and time and place to which such meeting is adjourned are fixed and announced at the meeting, written notice of said facts needs not be given to Trustees who were present at the time of such announcement, but in any event written notice of the date, time and place to which such meeting is adjourned shall be given in the manner set forth in these By-Laws for the giving of notices of such meetings to all Trustees not so present at the time of such announcement. If the specific date, time and place of any adjourned meeting shall not be so fixed and announced at the original session or attempted meeting, then written notice of such facts shall be given to all Trustees in the same manner as provided in these By-Laws for any other notice of a meeting to the Trustees.

Section 8. Meetings to Elect Officers. A regular or a special meeting of the Board of Trustees shall be held each year on the same day as and immediately following the annual meeting of the members of this Association, for the purpose of electing officers of the Association.

Section 9. Meetings by Means of Communication Equipment. Meetings of Trustees may be held through any communications equipment if all persons participating can hear each other.

Section 10. Action Taken without a Meeting. In accordance with the terms of Ohio Revised Code Section 1702.25, any action which may be authorized or taken at a meeting of the Trustees may be authorized or taken without a meeting by the affirmative vote, consent or approval of, and in a writing or writings signed by, all of the Trustees who would be entitled to notice of a meeting to be held for the purpose of accomplishing such action.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. Except in situations in which the laws of the State of Ohio, the Declaration or the Articles of Incorporation may require that action be authorized or taken in some particular or special manner, all the authority of this corporation shall be exercised by its Board of Trustees which shall have all powers and authority granted by Ohio law and in any event shall have power to:

(a) Adopt and publish reasonable rules and regulations governing the use of the properties and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights, and the right to use of any recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing at a meeting of the Board for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) 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 duly called meetings of the Board of Trustees without being excused from attendance by the Board;

(e) Employ manager(s), independent contractor(s), attorney(s), and such employee(s) and/or agents(s) as they may deem necessary; and to prescribe their duties;

(f) Take all actions deemed necessary or desirable to comply with all requirements of law and the Condominium organizational documents;

(g) Obtain insurance coverage no less than that required pursuant to the Declaration;

(h) Enforce the covenants, conditions, and restrictions set forth in the Declaration;

(i) Repair, maintain, and improve the common elements; and

(j) Establish, enforce, levy, and collect assessments as provided in the Declaration.

Section 2. Duties. It shall be the duty of the Board of Trustees to take all such action as may be necessary or appropriate to operate and manage the Association within the scope of the powers of the Board, including but not limited to the following duties:

(a) Cause to be kept a complete record of all its acts and corporate decisions; said records shall be in the form of a corporation minute book containing the minutes of the various meetings of the Trustees and recording the actions and decisions taken and made by official resolution at such meetings; such records shall be available, as a statement of the actions and decisions, to the members at the annual meeting of the members, or at any special meeting, when such a statement is requested in writing as one of the purposes of the meeting by one-half (1/2) of the members of the Association who are entitled to vote;

(b) Elect, supervise and remove all officers as the Board deems advisable; designate, supervise and determine the compensation of agents and employees of this Association, and see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit in the manner required in the Declaration.

(2) Send written notice of each assessment, to the extent and in the manner required by the Declaration, to every person who is a Unit Owner subject to such assessments at that time;

(3) Foreclose the lien against any property for which assessments are not paid within the time set forth in the Declaration, or if not so specified, within thirty (30) days after the due date and/or to bring an action at law for recovery of the unpaid assessments, if the amount of such assessments is such that in the opinion of the Board it would be sound business judgment to foreclose such lien and/or to bring such collection action at law;

(d) Issue, or to cause an appropriate officer to issue, upon written demand by any person reasonably entitled to such information, a certificate setting forth whether or not any assessment has been paid and the amount of unpaid assessments. A reasonable charge may be made by the Board for the issuance of these certificates. Such a certificate shall be conclusive evidence of the payment of assessments and the amount of unpaid assessments, as set forth thereon;

(e) Procure and maintain insurance as provided by the Declaration;

(f) Cause annual financial statements of the fiscal condition of the Association, both balance sheets and income statements, to be made available to all members once each year; and to cause all officers or employees having fiscal responsibilities to be bonded if the Board deems it advisable to do so;

(g) Cause the maintenance work described in the Declaration to be performed with regard to property within the condominium plan;

(h) Keep, or provide for the keeping of, correct and complete books and records of account, as required by Ohio Revised Code Section 5311.09, so as to specify the receipts and expenditures relating to the common elements and other common receipts and expenses among and from the Unit Owners; also to keep the minutes of the proceedings of the members and records of the names and addresses of the members and their undivided interest in the common elements.

(i) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration.

(j) Cause the restrictions created by the Declaration to be enforced.

(k) Take all other actions required to comply with all requirements of law and the Condominium organizational documents.

NOT APPROVED

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers which this corporation is required to designate and elect shall be a president, a treasurer, a secretary, and any other officers and assistant officers, including a chairman of the Board of Trustees, as the Board may from time to time designate and elect. The Trustees may, if they deem it appropriate, elect one or more vice-presidents, any number of whom may be designated as executive vice-president, but no officer other than the president need be a member of the Board of Trustees. In the event of the absence of any officer of the corporation or for any other reason which the Board of Trustees may deem sufficient the Board of Trustees may delegate powers or duties of the absent officer to any other officer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 3. Term. Each officer of this Association shall be elected annually by the Board and each shall hold office for a term of not less than one (1) year and until his successor is elected, unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve provided, however, that the election or designation of an officer for a given term shall not be deemed to create contract rights in such a person to the term of office.

Section 4. Special Appointments. As authorized by Section 1 above, the Board may elect such other officers as the affairs of the Association may require and each of these shall hold office for such period, have such authority, and perform such duties as the Board of Trustees may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office at any time with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or on any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except of President and Chairman of the Board of Trustees. No officer shall execute, acknowledge or verify any instrument in more than one capacity; provided, however, that this prohibition shall not prevent execution, acknowledgment or verification of any instrument by one officer alone, as long as there is no specific requirement in the laws of the United States of America, or the State of Ohio, of the Articles of Incorporation, the Declaration or these By-Laws that such instrument be executed, acknowledged or verified by two or more officers.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the members and, unless the Board of Trustees has designated a Chairman of the Board, shall preside at all meetings of the Board of Trustees; the president shall see that orders and resolutions of the Board are carried out; shall sign or delegate authority to sign all leases, mortgages, deeds and other written instruments; shall sign or co-sign all checks and promissory notes; and shall in general perform all duties of the chief executive officer of this corporation.

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

(c) Secretary. The secretary shall keep the minutes of all meetings of the Board so as to show the official actions and decisions taken and made at such meetings, and shall do the same with regard to meetings of the members. He shall serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board or delegated to him by superior officers. The position of secretary may be filled by the attorney at law designated by the Board to represent the Association.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign or co-sign all checks and promissory notes of the Association; keep proper books of account, cause annual financial statements of the Association's fiscal condition to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members. Unless designated to the contrary by the Trustees, the fiscal year of the Association shall be co-extensive with the calendar year and the treasurer shall keep his books on that basis. Nothing herein shall be deemed to prohibit the treasurer from seeking and obtaining approval of the Board for the employment of a bookkeeper or accountant to keep the books of the Association throughout the year. The treasurer shall perform such other duties as the Board of Trustees will require or as will be delegated to him by superior officers.

ARTICLE IX
COMMITTEES

The Board of Trustees may appoint such committees, and upon such terms, as it deems appropriate.

ARTICLE X
BOOKS AND RECORDS

Section 1. Documents Available for Inspection. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member, Trustee, officer or attorney representing the same for any reasonable and proper purpose.

Section 2. Books of Account; Listing of Unit Owners. As required by Ohio Revised Code 5311.09, the Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the common profits, losses, and expenses among and from the Unit Owners; minutes of the proceedings of the unit owners and board of managers; and records of names and addresses of the Unit Owners and their undivided interest in the common elements.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each Owner of a Unit for which a Certificate of Occupancy has been issued is obligated to pay to the Association certain assessments as are described in and fixed under the terms of the Declaration. Such assessments shall be secured by a continuing lien upon the property against which the assessment is fixed and made. Late charges and interest upon assessments not paid when due are provided for in the Declaration. No owner may waive or otherwise escape liability for the assessments provided for in the Declaration by non-use of the common elements or by abandonment of his unit. The names of owners who are delinquent in payments to the Association may be posted at various places as may be determined by the Trustees.

With respect to all Unit for which Certificates of Occupancy have been issued and which are still owned by and held for sale by Declarant ("Declarant's Units"), the applicable assessments charged to the Declarant's Units by the Board shall be equal to difference between the aggregate amount of such assessment(s) as fixed in the Declaration for such Units less all amounts spent by Declarant in performance of or payment for the Common Expenses.

ARTICLE XII
AMENDMENTS

Section 1. Method of Amending. These By-Laws may be amended as set forth in Section 3(b) of the Declaration.

Section 2. Conflict with Declaration or Articles of Incorporation. In the case of any conflict between the Articles of Incorporation and these By-Laws or any amendment thereto, the Articles shall control; and in the event of any conflict between the Declaration of Condominium and these By-Laws or any amendment thereto, the Declaration shall control.

ARTICLE XIII
REAL PROPERTY TAXATION

Each Unit and its undivided interest in the common elements shall be deemed to be a separate parcel for all purposes of taxation of real property, and no other unit or other part of the condominium property shall be charged with the payment of such taxes and assessments, as is required by Ohio Revised Code, Section 5311.11.

ARTICLE XIV
MANNER OF DESCRIBING UNITS

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 or Units of condominium property, it is sufficient to describe such Unit or Units by setting forth the name of the condominium property, the number of other designation of the Unit or Units, and the numbers or the volumes and initial pages of the records of the Declaration and drawings of the condominium property, all as provided in Ohio Revised Code Section 5311.10.

IN WITNESS WHEREOF, we being all of the Trustees of the above-named Association have hereunto set our hands this 19th day of November, 2004.

Lawrence A. Agostine, Jr.

James F. Bauer

Mark Demarest

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