Bylaws
Clairpoint Villas

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RE-RECORD

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AMENDED DECLARATION AND BY-LAWS OF CLAIRPOINT VILLAS CONDOMINIUM

RE-RECORD
096207

RE-RECORD
FRANKLIN COUNTY, OHIO
Recorded: AUG 26 1986 Time: 12:48 M
JOSEPH W. TESTA, Recorder
Recorder's Fee $ 73.00

TRANSFER
NOT NECESSARY
AUG 26 1986
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

I HEREBY CERTIFY THAT THE CONDOMINIUM COPIES HAVE BEEN FILED.
AUG 26 1986
FRANKLIN COUNTY AUDITOR
BY
DEPUTY COUNTY AUDITOR

Re-recorded to insert date of May 31, 1986 in item 16 . page 16.

This instrument prepared by: Charles T. Williams, Attorney at Law
341 S. Third St., Ste. 300
Columbus, OH 43215
(614) 464-1880

CERTIFICATE OF AUDITOR

A copy of this Amended Declaration and attached Amended By-Laws for Clairpoint Villas Condominium Unit Owners' Association was filed with this Office on 30 June, 1986.

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FRANKLIN COUNTY, OHIO
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FRANKLIN COUNTY AUDITOR
PALMER C. McNEAL
By: Karen M. Rose
Deputy Auditor

ClairByLaw/#23/4/18/86/tm

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JUN 30 1986
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

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DEPUTY COUNTY AUDITOR

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AMENDED DECLARATION AND BY-LAWS OF CLAIRPOINT VILLAS CONDOMINIUM

WHEREAS, QUALITY HOMES, an Ohio general partnership, has previously submitted the following land, and all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 5311 of the Revised Code of Ohio for the purpose of establishing a condominium property; and,

WHEREAS, the Clairpoint Villas Condominium Unit Owners' Association does hereby amend the Declaration and By-Laws of said Condominium and Condominium Association heretofore recorded in Deed Book 3648, pages 445 and following; and,

WHEREAS, to the extent that this Amendment is in conflict with the aforesaid Declaration and By-Laws, this Amendment shall take precedence and control.

NOW, THEREFORE, the following is the Amendment to the Declaration and By-Laws of Clairpoint Villas Condominium and Clairpoint Villas Condominium Unit Owners' Association promulgated pursuant to Ohio Revised Code Section 5311.05(B)(9) and certified by the President and Secretary of said Condominium Association:

1. Legal Description. The legal description of the land which hereby becomes part of the condominium property is as follows:

> Situated in the State of Ohio, County of Franklin, and City of Columbus, and being Lots One (1) through Ten (10) inclusive of CLAIRPOINT VILLAS, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 50, page 93, Franklin County Records.

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2. Name. The name by which the condominium property shall be known is Clairpoint Villas Condominium.

3. Residential Use. The condominium property shall be used only for residential purposes and other purposes appurtenant or incidental thereto. The condominium property and the use thereof shall be subject to the following terms, conditions, restrictions, reservations, agreements, covenants, obligations and charges:

(a) No unit shall be used for any purpose other than that of a dwelling place for a single family and for purposes necessarily incidental thereto, and no common area and facility shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of the unit owners and residents of the condominium property.

(b) No noxious or offensive activity or nuisance of any kind or character shall be committed, suffered or maintained on any part of the condominium property.

(c) No commercial activity shall be conducted in, upon or within any part of the condominium property.

(d) No structure of a temporary character, trailer, tent, shack, garage, accessory building or outbuildings shall be used on the condominium property at any time as a residence, either temporary or permanent. No commercial vehicles, boats, travel trailers, vans, coaches, or trucks shall be parked or stored on the condominium property unless the same are in a garage and out of view. In determining the nature of any such vehicle, the designation on the certificate of title thereof shall be conclusive.

No unit owner may convert the garage area of his condominium unit to a living area.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the condominium property except a reasonable number of dogs, cats, or other household pets kept for other than commercial purposes which do not annoy or disturb other residents of the condominium property.

(f) No sign of any kind shall be displayed to the public view on any part of the condominium property except signs, not exceeding in number one for each unit, advertising units for sale or rent, directional signs and signs respecting the use of the common areas and facilities.

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(g) Trash, garbage or other waste shall not be dumped, deposited or permitted to remain on any part of the common areas or facilities except in sanitary containers placed within the land areas of the individual units, as described in Section 6 of this Declaration. No open fires shall be permitted on any part of the common areas and facilities except in outside cooking grills or devices.

(h) Neither all nor any part of a unit or any interest therein shall be sold, transferred or otherwise disposed of by the owner or owners thereof to any person, firm, corporation or organization other than Clairpoint Villas Condominium Unit Owners' Association until and unless such owner or owners shall have obtained a bona fide offer therefor, informed said Unit Owners' Association through its board of managers of the identity of the offeror and offered the

unit or the interest therein proposed to be sold, transferred or otherwise disposed of to said Unit Owners' Association at the same price and upon the same terms and conditions contained in said bona fide offer. If the board of managers of said Unit Owners' Association shall either reject said offer to it or fail to accept the same within fifteen (15) days from the date of receipt thereof, such unit or interest therein may be sold, transferred or otherwise disposed of to such offeror at the same price and upon the same terms and conditions contained in said bona fide offer, and such Unit Owners' Association shall, upon request, certify by a separate instrument or upon the instrument of conveyance to such offeror the fact of its rejection or failure to accept the offer to it. The rights of said Unit Owners' Association to purchase or otherwise acquire units or interests therein pursuant to the provisions of this paragraph shall be inapplicable to leases for terms of one year or less, cases of bona fide gifts to a spouse, brother, sister, parent or child of the unit owner, conditional conveyances intended as security, transfer by way of devise or inheritance and sales at public auction pursuant to judicial proceedings.

(i) All leases of a unit must be in writing and shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of this Declaration, By-Laws or Regulations of the condominium shall be a default under the lease.

4. Description of Units and Buildings. The buildings on the condominium property are described as follows:

Lot No.	Unit No.		
1	1-A	3069 Clairpoint Way	2 Bedroom ranch, 950 s.f. plus one-car attached garage
	1-B	3067 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage
2.	2-A	3063 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage
	2-B	3061 Clairpoint Way	2 Bedroom ranch, 950 s.f. plus one-car attached garage
3.	3-A	3057 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage
	3-B	3055 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage
4.	4-A	3051 Clairpoint Way	2 Bedroom ranch, 950 s.f. plus one-car attached garage
	4-B	3049 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage
5.	5-A	3045 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage

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	5-B	3043 Clairpoint Way	2 Bedroom ranch, 950 s.f. plus one-car attached garage
6.	6-A	3039 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage
	6-B	3037 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage
7.	7-A	3033 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage
	7-B	3031 Clairpoint Way	2 Bedroom ranch, 950 s.f. plus one-car garage
8.	8-A	3038 Clairpoint Way	2 Bedroom ranch, 950 s.f. plus one-car attached garage
	8-B	3040 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage
9.	9-A	3050 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage
	9-B	3052 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage
10.	10-A	3058 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage
	10-B	3060 Clairpoint Way	3 Bedroom townhouse, 1250 s.f. plus one-car attached garage

The principal materials of which the buildings are constructed are wood, concrete, concrete block, with the exterior walls consisting of stucco and the exterior roof coverings being asphalt shingles.

5. Boundaries of Units and Percentages of Common Areas. The boundaries of both the residential living areas and garage areas of the units are the interior surfaces of their perimeter walls, floors and ceilings. There are no basements. Windows and doors in the perimeter walls of a unit are a part of the unit. All parts of the building or buildings in which the unit or a part thereof is situated which are within its boundaries are parts of the unit except for supporting walls, fixtures and other parts of the building or buildings which are necessary for the existence, support, maintenance, safety or comfort of any other part of the condominium property. The residential living areas of the units have immediate access to stoops and common rear yard. Each unit has a sliding glass exterior door. Owners may construct a patio outside of the sliding door which shall not be larger than ten (10) feet wide in front of the sliding glass door

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and twelve (12) feet in depth. The patio area may be enclosed by a wooden fence with a gate and said fence and gate shall not be higher than six (6) feet from ground level. If owners of the units on Lots 4, 5 and 6 desire a patio because of the elevation of the land, patios shall be wooden decks and if desired, with steps to ground level. The decks shall be no larger than ten (10) feet by twelve (12) feet and if fenced, the fence shall not be higher than six (6) feet from the deck surface. The garage areas of the units have immediate access to driveways. These common areas and facilities to which the residential living areas and garage areas of the units have immediate access connect with the yards, walks, parking areas, drives and roadway which, in turn, give access to Clairpoint Way, a public street. All particulars of the units and the buildings in which they are situated are shown graphically on the drawings attached to the original Declaration and By-Laws previously filed for record. A table follows which sets forth the unit designations, their respective percentage of interest in the common areas, the building in which the residential living area and garage area of each unit are situated, the number of rooms in the residential living area of each unit, the approximate size in square feet of the residential living area, and the garage area of each unit. The area shown for a proposed patio or deck, a ten (10) foot by twelve (12) foot area for each unit, are limited common areas and facilities reserved for the use of that unit to the exclusion of the other units.

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Unit Number	Percentage of Interest in Common Areas and Facilities	Approx. Liv. Area (Sq. Ft.)	No. of Rooms Exclusive of Baths	No. of Baths	Approx. Garage Area (Sq. Ft.)
1-A	4.095	950	5	1	214
1-B	5.388	1250	6	1½	220
2-A	5.388	1250	6	1½	220
2-B	4.095	950	5	1	214
3-A	5.388	1250	6	1½	220
3-B	5.388	1250	6	1½	220
4-A	4.095	950	5	1	214

4-B	5.388	1250	6	1½	220
5-A	5.388	1250	6	1½	220
5-B	4.095	950	5	1	214
6-A	5.388	1250	6	1½	220
6-B	5.388	1250	6	1½	220
7-A	5.388	1250	6	1½	220
7-B	4.095	950	5	1	214
8-A	4.095	950	5	1	214
8-B	5.388	1250	6	1½	220
9-A	5.388	1250	6	1½	220
9-B	5.388	1250	6	1½	220
10-A	5.388	1250	6	1½	220
10-B	5.388	1250	6	1½	220

6. Boundaries of Common and Limited Common Areas. The common areas and facilities of the condominium property, undivided interests in which are owned by the unit owners in such percentages as are expressed in the table hereinbefore set forth, consist of the land, the structural members of supporting walls, fixtures and other parts of the buildings which are within the boundaries of the units but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the condominium property; and all parts of the condominium property situated outside the boundaries of the units, including, without limitation, the doorsills, stoops, patios, elevated decks, partially enclosed entranceways, fences, yards, planting areas, walks, driveways, parking areas, utility lines, foundations, columns, girders, beams, supports, supporting walls and roofs. The doorsills, stoops, patios, elevated decks, partially enclosed entranceways, and driveways are limited common areas and facilities and are reserved for the exclusive use of the unit or units from which there is direct access to each such limited common area and facility or which each such limited common area and facility is designed to serve. All plumbing, electrical, heating, cooling and other utility or service fixtures, compressors, equipment, tanks, lines, pipes, wires, ducts and conduits which are designed to serve only one unit but

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which are situated outside the boundaries of such unit (hereinafter called "limited exterior service facilities") are also limited common areas and facilities and are reserved for the exclusive use of the unit which they are designed to serve.

7. Exclusive Use. Each unit owner is entitled to exclusive ownership, use and possession of his unit, to ownership of an undivided interest in the common areas and facilities in such percentage as is heretofore expressed in this Amended Declaration and to exclusive use and possession of the limited common areas and facilities reserved for the exclusive use of such unit. Ownership of a unit includes the right to exclusive possession, use and enjoyment of the interior surfaces of the most interior structural members of its perimeter walls, floors and ceilings and of the surfaces of all supporting walls, fixtures and other parts of a building within its boundaries, including the right to paint, tile, wax, paper or otherwise finish, refinish or decorate the same. However, in order to maintain an esthetically pleasing uniformity in the appearance of the exterior of the buildings and structures of the condominium property, windows and doors in the perimeter walls of the units shall be maintained in good working order and repair by the owners thereof, and no painting, finishing, refinishing or decorating of any such window or door shall be done or performed without the prior written consent of the Board of Managers of Clairpoint Villas Condominium Unit Owners' Association (hereinafter called the "Board of Managers").

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8. Access for Repair. Each unit is subject to the right to access for the purpose of maintenance, repair or service of any common or limited common area and facility located within its boundaries or any portion of the unit itself by persons so authorized by the Board of Managers. Each unit is also subject to the right of the Board of Managers to cause the windows and doors in its perimeter walls to be maintained in good order and repair and to be painted, finished, refinished or decorated by persons so authorized by the Board of Managers. However, no maintenance, repair, service, painting, finishing, refinishing or

decorating of a window or door in a perimeter wall of a unit shall be so authorized unless the same shall be necessary in the opinion of the Board of Managers to maintain an esthetically pleasing uniformity in the appearance of the exterior of the buildings and structures of the condominium property; and no maintenance, repair or service of any part of a unit shall be so authorized unless the same shall be necessary in the opinion of the Board of Managers for public safety, health, hygiene, or in order to prevent damage to or destruction of any other part of the condominium property.

9. Use of Common Areas. Each unit owner may use the common areas and facilities in accordance with the purposes for which they are intended. No unit owner may hinder or encroach upon the lawful rights of the other unit owners. Without the prior written consent of the Board of Managers, no unit owner shall have the right to paint, tile, wax, paper or otherwise finish, refinish, or decorate any of the common areas and facilities, including the limited common areas and facilities reserved for the exclusive use of his unit, other than the surfaces of the supporting walls, fixtures and other parts of a building within the boundaries of his unit, and, except for limited exterior service facilities designed to serve his unit, no unit owner shall have the right, without such consent, to repair or service any of the common or limited areas and facilities.

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10. Membership in Association. Each unit owner shall be a member of Clairpoint Villas Condominium Unit Owners' Association, the organization which is hereby established for the administration of the condominium property and a true copy of the By-Laws are attached hereto and made a part hereof as Exhibit "A."

11. Agent for Process. Schottenstein, Treneff & Williams, whose place of business is 341 South Third Street, Suite 300, Columbus, Ohio 43215, is hereby appointed as the person to receive service of process for Clairpoint Villas Condominium Unit Owners' Association.

12. Enforcement. In addition to any other remedies provided in this Declaration, the Association, and each unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by the Association or by any unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches or any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each unit owner shall have rights of action against each other for failure to comply with the provisions of the condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any unit owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

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13. Assessments and Assessment Liens.

(a) Types of Assessments. 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 hereinafter provided.

(b) 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.

(c) Annual Operating Assessments.

(1) 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 interest of each unit in the Common Areas, common expenses of the Association consisting of the following:

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

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

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

d. the estimated amount required to be collected to maintain a general operating reserve to assure availabililty of funds for normal operations of the Association, in an amount deemed adequate by the Board;

e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and,

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

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

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any unit owner from prepaying assessments 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 prorata share of the annual operating assessment for that unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the units on the same basis as heretofore set forth.

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

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(d) Special Assessments for Capital Improvements.

(1) 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 Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor without the prior consent of unit owners exercising no less than seventy-five percent (75%) of the voting power of unit owners.

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

(e) Special Individual Unit Assessments. 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 hereof to a particular unit (such as, but not limited to, the cost of making repairs the responsibility of a 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 thereto.

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

(g) Effect of Nonpayment of Assessment; Remedies of the Association.

(1) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (i) accelerate the entire assessment and declare the entire unpaid balance of the assessment immediately due and payable, and (ii) charge interest on the entire unpaid balance (or on an

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overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the rate of Eight Percent (8%) per annum, and charge a late charge of One Dollar ($1.00) per day until paid.

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

(3) At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for 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 thereof, 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 herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

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(5) Any unit owner who believes that an assessment chargeable to his, her or its unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that unit, may bring an action in the Court of Common Pleas of Franklin County, Ohio, for the discharge of the 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 owner who owned the unit at the time when the assessment fell due. The obligation for delinquent assessments, interest and costs shall not be the personal obligation of that owner's or owner's 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 thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(7) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest 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 have a receiver appointed as provided by Ohio law and 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 for the assessments provided for in this Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its unit.

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(h) Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a unit, and any holder of such first mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in

lieu of foreclosure, 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 time such holder or purchaser took title to that unit.

(i) 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.

14. Damage, Restoration; Rehabilitation and Renewal In the event of substantial damage to or destruction of all units in a residential building, the Association may, with the consent of unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of unit owners determine not to repair or restore such damage or destruction. In such an event, all of the condominium property shall be sold as upon partition.

In the event of an election not to repair or restore substantial damage or destruction, the net proceeds of insurance paid by reason of such damage or destruction shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the units, and the holders of their respective first mortgage liens (as their interests may appear), in proportion to their percentage interests of Common Areas.

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15. Condemnation. In the event any unit or the Common Areas, or any portion thereof, are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the holders of first mortgages on the interests taken will have first priority, to the extent of their respective interests, award or settlement. Each unit owner shall give the holder of a first mortgage on that owner's unit timely written notice of such proceeding or proposed acquisition.

16. Certificate. The undersigned President and Secretary of Clairpoint Villas Condominium Unit Owners' Association, hereby certify that the foregoing Amendments to the Declaration and the following Amended By-Laws of the Clairpoint Villas Condominium Unit Owners' Association attached hereto as Exhibit A were adopted at a meeting of the unit owners held on the 31 day of May, 1986, at which time a quorum was present in person or by proxy and not less than seventy-five percent (75%) of the voting power of all unit owners voted affirmatively to amend said Declaration and By-Laws as set forth herein and hereafter.

17. Amendments. This Amended Declaration may be altered or amended at a meeting of the unit owners held for such purpose by the affirmative vote of those unit owners exercising not less than seventy-five percent (75%) of the voting power of all unit owners, or without a meeting by a writing signed by all of the unit owners. A certificate setting forth such alteration or amendement and the manner of its adoption shall be executed by the president or a vice-president and by the secretary or an assistant secretary of Clairpoint Villas Condominium Unit Owners' Association in the manner provided for the execution of declarations by Section 5311.06 of the Revised Code of Ohio. One copy of each of such certificate shall be filed with the Auditor and the Recorder of Franklin County, Ohio, and such alteration or amendment shall be effective from the time a copy of such certificate is delivered to the Recorder for record.

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IN WITNESS WHEREOF, the President and Secretary of Clairpoint Villas Condominium Unit Owners' Association have hereunto set their hands this 24 day of June, 1986.

Witness

President

Witness

Eugene R Malone
Witness

Marjorie A. Parks
Secretary

Witness

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

Before me, a Notary Public in and for said State and County, personally appeared Dorothy G Wilson, the President, and Marjorie A. Pares, the Secretary, of Clairpoint Villas Condominium Unit Owners' Association and swore the signing hereof to be their free and voluntary act and that their Certificate as contained in the foregoing Declaration is true, this 24 ay of June, 1986.

Eugene R Malone
Notary Public

EUGENE R. MALONE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 17, 1989

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EXHIBIT A

AMENDED BY-LAWS OF CLAIRPOINT VILLAS CONDOMINIUM UNIT OWNERS' ASSOCIATION

ARTICLE I

NAME AND PURPOSE

Section 1. The name of this association shall be Clairpoint Villas Condominium Unit Owners' Association.

Section 2. The purpose of this Association shall be the administration of the condominium property known as Clairpoint Villas Condominium, in accordance with Chapter 5311 of the Ohio Revised Code, the Declaration of said condominium property filed pursuant thereto, these By-Laws and the administrative rules and regulations adopted pursuant hereto, as any of the same may be lawfully amended from time to time.

ARTICLE II

MEMBERS AND VOTING

Section 1. Each owner of a unit in Clairpoint Villas Condominium shall be a member of this Association.

Section 2. On any question for which the vote of unit owners is permitted or required, each unit owner shall be entitled to exercise one vote for each residential unit owned.

Section 3. Fiduciaries and minors who are owners of record of a unit or units 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 shall be entitled to exercise such proportion of the unit's voting power as is equivalent to his proportionate interest in the unit.

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Section 4. At meetings of the unit owners or otherwise, any unit owner entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Such instrument shall be filed with the Secretary of the meeting before the person holding such proxy shall be allowed to vote thereunder at such meeting, or shall be filed with the Secretary of this Association before the person

holding such proxy may take action thereunder without a meeting. No proxy shall be valid after the expiration of two (2) months from its date of execution, unless the unit owner executing it shall have specified therein the length of time it is to continue in effect.

ARTICLE III

MEETINGS OF UNIT OWNERS

Section 1. The annual meeting of the unit owners of this Association, for the election of members of the Board of Managers, except as hereinafter provided, the consideration of reports to be laid before the meeting and for the transaction of such other business as may properly come before such meeting, shall be held on the last Saturday in May of each year, or on such other date within one month thereafter as may from time to time be designated by the Board of Managers.

Section 2. Special meetings of the unit owners shall be held whenever called by the president, by a majority of the Board of Managers acting with or without a meeting or by those unit owners entitled to exercise not less than twenty-five percent (25%) of the voting power of all unit owners. Upon the delivery of a request in writing to the President or Secretary by persons entitled to call a meeting of the unit owners, it shall be the duty of the President or Secretary to give notice to the unit owners in accordance with these By-Laws, but if such request is refused, then the persons making such request may call a meeting by giving such notice.

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Section 3. All meetings of unit owners shall be held in Franklin County, Ohio, at such places as may be specified by the Board of Managers or the persons calling the meeting.

Section 4. A written or printed notice of every meeting of unit owners, whether annual or special, stating the time, place and the purpose or purposes for which the meeting is called, shall be given by the president or secretary by personal delivery or by mail not more than thirty (30) nor less than five (5) days before such meeting to each unit owner entitled to notice thereof. If mailed, such notice shall be addressed to the unit

owner at his address as it appears upon the records of the Association. If a meeting is adjourned to another time or place, no further notice as to such adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at such meeting. In the event of a transfer of ownership of a unit after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The record date for determining the unit owners who are entitled to receive notice of, or who are entitled to vote at, a meeting of unit owners shall be the date on which notice is given or the meeting is held, as the case may be.

Section 5. Notice of the time, place and purpose or purposes of any meeting of unit owners may be waived in writing, either before or after the holding of such meeting, by any unit owner, which writing shall be filed with or entered upon the records of such meeting. The attendance of any unit owner, in person or by proxy, at any such meeting without protesting the lack of proper notice prior thereto or at the commencment of the meeting shall be deemed to be a waiver by such unit owner of notice of such meeting.

Section 6. The unit owners present, in person or by proxy, at any duly called and noticed meeting of unit owners shall constitute a quorum for such meeting.

Section 7. The order of business of any meeting of unit owners shall be determined by the presiding officer unless otherwise determined by a vote of those unit owners entitled to exercise not less than a majority of the voting power of the unit owners present in person or represented by proxy at the meeting.

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Section 8. At all elections of members of the Board of Managers the candidates receiving the greatest percentage of the votes cast shall be elected. All other questions shall be determined by the vote of those unit owners entitled to exercise not less than a majority of the voting power at a meeting, unless for any particular purpose the vote of a greater percentage of the voting power of all unit owners is otherwise required by law, the Declaration or these By-Laws.

Section 9. Any action which may be authorized or taken at a meeting of unit owners may be authorized or taken without a meeting in a writing or writings signed by all of the unit owners, which writing or writings shall be filed with or entered upon the records of this Association.

ARTICLE IV

BOARD OF MANAGERS

Section 1. Subject to such limitations as are or may be imposed by Chapter 5311 of the Revised Code, the Declaration or these By-Laws, as any of the same may lawfully be amended from time to time, all power and authority of this Association shall be exercised by the Board of Managers consisting of such number of persons, not less than three (3) as the unit owners shall determine at a meeting called for the purpose of electing members of the Board of Managers, and such persons shall manage and conduct the business and affairs of this Association and exercise the powers and duties set forth in said Chapter 5311, the Declaration and these By-Laws until their successors are elected and qualified. Members of the Board of Managers must be unit owners. Members of the Board of Managers shall be elected by the unit owners at each annual meeting or at a special meeting called for the purpose of electing them, and such elections may be by ballot or viva voce, as the unit owners may determine. Each member of the Board of Managers shall be elected to serve for a term of one (1) year and until his successor shall be elected and qualified. Any member of the Board of Managers may be removed at a special meeting of unit owners called for such purpose by the affirmative vote of those unit owners entitled to exercise not less than seventy-five percent (75%) of the unit owners present or represented by proxy at said special meeting.

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Section 2. In case of any vacancy in the Board of Managers, the remaining members thereof may elect a member to fill such vacancy. If the remaining members cannot agree upon a person to fill such vacancy, within ten (10) days after it is created, such remaining members shall call a special meeting of unit owners to fill such vacancy, such meeting to be held within thirty (30)

days after such vacancy is created. Any member elected to fill a vacancy shall hold office for the unexpired term of the member he succeeds and until his successor is elected and qualified.

Section 3. The Board of Managers shall hold such meetings from time to time as it deems necessary and such meetings as may from time to time be called by the President. However, the Board of Managers shall not meet less than once in each calendar quarter. Meetings shall be held at such place within Franklin County, Ohio, as the President or a majority of the members of the Board of Managers may determine.

Section 4. The President or Secretary shall cause telephonic or written notice of the time and place of all meetings of the Board of Managers, regular and special, to be duly served upon or sent to each member thereof not less than three (3) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board of Managers may be held without notice immediately after the annual meeting of the unit owners at the same place as such annual meeting was held for the purpose of electing or appointing officers for the ensuing year and for the transaction of such other business as may properly come before such meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board of Managers may be waived in writing, either before or after the holding of such meeting, by any member, which writing shall be filed with or entered upon the records of such meeting. The attendance of any member of any meeting without protesting the lack of proper notice to or at the commencment of the meeting shall be deemed to be a waiver by him of notice of such meeting.

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Section 5. At all meetings of the Board of Managers a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had ben held as originally called. The act of a majority of the members present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as otherwise provided by law, the Declaration or these By-Laws.

Section 6. [illegible] of Managers shall not receive [illegible] for their services as such, but any such member [illegible] Association in any other capacity and may [illegible] on therefor.

Section 7. Any action which may be authorized or taken at a meeting of the Board of Managers may be authorized or taken without a meeting in a writing or writings signed by all of the members thereof, which writing or writings shall be filed with or entered upon the records of this Association.

Section 8. The Board of Managers may employ or engage the services of a manager or managing agent and such other persons, firms, or corporations as it deems necessary or advisable in order to perform the duties imposed upon it and may pay to such manager, managing agents, persons, firms or corporations such compensation as it shall determine. The Board of Managers may delegate to any such manager, managing agent, person, firm or corporation such administrative or ministerial duties as it determines.

ARTICLE V

OFFICERS

Section 1. The officers of this Association to be elected by the Board of Managers shall be a President, a Vice President, a Secretary, a Treasurer and other such officers as the Board of Managers may elect. The President shall be a member of the Board. All officers must be unit owners and may be paid such compensation as the Board of Managers may determine. Any two or more offices may be held by the same person.

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Section 2. It shall be the duty of the President to preside at all meetings of unit owners and the Board of Managers, to exercise general supervision over the affairs of this Association and in general to perform all the duties usually incident to such office or which may be required by the unit owners or Board of Managers. It shall be the duty of the Vice President to perform all the duties of the President in the event of his absence or disability and such other duties as may be assigned to him by the Board of Managers.

Section 3. It shall be the duty of the Secretary to keep or cause to be kept an accurate record of the acts and proceedings of the unit owners and the Board of Managers and records of the names and addresses of the unit owners and their respective percentages of interest in the common areas and facilities and to perform all the duties usually incident to such office or which may be required by the unit owners or the Board of Managers and, on the expiration of his or her term in office, to deliver all books, paper and property of this Association to his or her successor or to the President.

Section 4. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to this Association, or evidence thereof, and disburse the same under the direction of the Board of Managers; shall keep or cause to be kept under his or her supervision correct and complete books and records of account, specifying the receipts and expenditures relating to the common areas and facilities and other common receipts and expenses, together with records showing the allocation, distribution and collection of the income and expense among and from the unit owners, shall hold the same open for inspection and examination by the Board of Managers and unit owners, and present abstracts of the same at annual meetings of unit owners or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board of Managers may require for the faithful performance of his or her duties; on the expiration of his or her term of office shall deliver all money and other property of this Association to his or her successor or to the President; and shall perform any other duties which may be required by the unit owners or Board of Managers.

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ARTICLE VI

MAINTENANCE, REPAIR, RESTORATION, REPLACEMENT AND ADDITIONS

Section 1. Except as hereinafter provided in this Section, all maintenance, repair, restoration and replacement of and additions to the common areas and faciiities, including the

limited common areas and facilities, shall be done and performed pursuant to authorization given by the Board of Managers, and the cost thereof shall be a common expense; and, in the event of damage to or destruction of all or any part of the common areas and facilities, the damaged or destroyed part shall be repaired, restored or replaced promptly. However, no single item of maintenance, repair, restoration or replacement of the common areas and facilities the cost of which shall exceed by Two Thousand Dollars ($2,000.00) or more the amount of insurance proceeds available to pay for such cost and no addition to the common and limited common areas and facilities shall be made unless the same shall have been authorized by affirmative vote of a majority of unit owners present at a special meeting called for such purpose. The maintenance, repair, restoration and replacement of, and additions to or of, limited exterior service facilities shall be done and performed pursuant to authorization given by the owner or owners of the unit they are designed to serve, and the cost thereof shall be paid by said owner or owners, as hereinafter provided in Article IX, and the costs thereof if unpaid after invoice shall constitute a lien against said unit and be enforceable as provided in the Amended Declaration, by these By-Laws, or by Ohio law.

Section 2. In the event that the Board of Managers is of the opinion that maintenance, repair or service of any part of a unit or of any of the limited exterior service facilities is necessary for public safety, health and hygiene, or in order to prevent damage to or destruction of any other part of the condominium property, or in the event that the Board of Managers is of the opinion that maintenance, repair, service, painting, finishing, refinishing or decorating of a window or door in a perimeter wall of a unit is necessary to maintain an esthetically pleasing uniformity in the appearance of the exterior of the buildings and structures of the condominium property, the Board of Managers may authorize such maintenance, repair, service, painting, finishing, refinishing or decorating to be done. Unless a danger to public safety or such damage or destruction is

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imminent, such maintenance, repair, service, painting, finishing, refinishing, or decorating may be authorized only after the owner or owners of the unit needing the maintenance, repair, service, painting, finishing, refinishing or decorating or of the unit served by the limited exterior service facilities needing the maintenance, repair or service shall have failed to have the same done within ten (10) days after a written demand therefor is served upon him or them. The cost of any such maintenance, repair, service, painting, finishing, refinishing or decorating shall be assessed against the owner or owners of the unit affected, and this Association may obtain and foreclose a lien therefor on the estate or interest of such owner or owners in such unit and its percentage of interest in the common areas and facilities in the same manner and to the same extent as such cost were a common expense charged against such unit.

Section 3. All unit owners or occupants of a unit or units shall provide watering for the common lawn areas adjacent their units so that they do not brown during dry weather, except as prohibited by governmental authority. The Board of Managers, upon five (5) days notice to the said unit or occupant, is authorized to water on the owner's behalf and the cost thereof shall be a special assessment against said unit and unit owner to be paid immediately upon invoice by the Association to said unit owner. Unpaid assessments hereunder shall constitute a lien against the unit so charged and may be enforced as provided in the Amended Declaration, these By-Laws, or by Ohio law.

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ARTICLE VII

INSURANCE

The Board of Managers shall obtain, in such amounts as it shall deem advisable, insurance for the benefit of all unit owners, their tenants, and all persons lawfully in possession or control of any part of the condominium property (including officers, members of the Board of Managers and employees of this Association), against liability for death, personal injury or property damage arising from or relating to the common and limited common areas and facilities and shall also obtain for the

benefit of all unit owners, insurance on all buildings and structures of the condominium property against fire and those hazards ordinarily insured against in fire and extended coverage policies in Franklin County, Ohio, and in amounts at all times sufficient to prevent the unit owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than the actual replacement cost of such buildings and structures (exclusive of the cost of foundations, footings, and excavation) as determined from time to time by the insurer. The policy or policies insuring the buildings and structures of the condominium property shall provide that any proceeds payable by reason of an insured loss shall be paid to the Board of Managers who shall hold the same as trustees for the benefit of the insureds thereunder, as their respective interests may appear, and such proceeds shall be utilized to pay for the cost of repair or restoration of the part or parts of the condominium property damaged or destroyed. Any part of such proceeds not so utilized shall be paid to the insureds in proportion to their respective interests therein. The cost of all insurance provided for herein shall be a common expense.

ARTICLE VIII

ADMINISTRATIVE RULES AND REGULATIONS

Subject to the provisions of Chapter 5311 of the Ohio Revised Code, the Declaration, the Amended Declaration, and these By-Laws, as any of the same may be lawfully amended from time to time, the Board of Managers may from time to time adopt, amend or repeal such administrative rules and regulations governing the operation and use of the condominium property or any part hereof as it deems necessary or advisable. A copy of any such rule or regulation or written notification of the repeal of any such rule or regulation, as the case may be, shall be sent to each unit owner not less than two (2) days prior to the effective date of its adoption, amendment or repeal.

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ARTICLE IX

COMMON EXPENSES AND LOSSES

Section 1. All costs of administration of this Association, maintenance, repair, restoration and replacement of, additions to and utility services for the common areas and facilities (except as hereinafter provided with respect to limited exterior service facilities), of repair, restoration and replacement of parts of units and limited exterior service facilites necessitated by damage or destruction thereto arising out of maintenance, repair, restoration or replacement of any other part of the common areas and facilities, of insurance obtained by the Board of Managers, and of renewal and rehabilitation of the condominium property and such expenses as are lawfully incurred on behalf of this Association by or pursuant to authority granted by the Board of Managers shall be common expenses, as well as those expenses designated as such in Chapter 5311 of the Revised Code, the Amended Declaration or elsewhere in these By-Laws, as any of the same may be lawfully amended from time to time. The costs of all maintenance, repair, replacement and restoration of and additions to any of the limited exterior service facilities (except such as are necessitated by damage or destruction thereto arising out of maintenance, repair, restoration or replacement of any other part of the common areas and facilities) shall not be common expenses and shall be paid solely by the owner or owners of the unit served by it.

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Section 2. The common expenses and losses, if any, shall be charged against the unit owners required to pay the same in proportion to the respective percentages of interest of their units in the common areas and facilities as set forth in the Amended Declaration.

ARTICLE X

NOTICES AND DEMANDS

Any notice or demand which is required to be given or delivered to or served upon a unit owner shall be in writing and

shall be deemed to have been given, delivered or served when delivered personally to him or mailed to him at his address as it appears upon the records of this Association.

ARTICLE XI

INDEMNIFICATION

Section 1. This Association shall indemnify each present and former member of the Board of Managers, officer and employee of this Association against all expenses, including attorneys' fees, actually and necessarily incurred or paid by him in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he is or may be made a party by reason of being or having been such member of the Board of Managers, officer or employee. No such indemnification may be made unless it is determined that such person to be indemnified:

(a) was not, and has not been adjudicated to have been negligent or guilty of misconduct in the performance of a duty to this Association;

(b) acted in good faith in what was reasonably believed to be the best interest of this Association; and,

(c) in any matter the subject of a criminal action, suit or proceeding, has no reasonable cause to believe that such conduct was unlawful.

Such determination, if made, shall be made by the members of the Board of Managers at a meeting at which a quorum is present. Any member of the Board of Managers who is not a party to or threatened with any such action, suit or proceeding shall be qualified to vote on such determination. If a quorum of members of the Board of Managers qualified to vote on such determination cannot be obtained, such determination, if made, shall be made by a majority of three (3) attorneys at law who have not theretofore represented this Association in any manner and who shall be selected by a majority of the officers and members of the Board of Managers of this Association who are not parties to or threatened with any such action, suit or proceeding. If there is no officer or member of the Board of

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Managers qualified to make such selection, such selection shall be made by the Presiding Judge of the Court of Common Pleas of Frankling County, Ohio. Such indemnification shall not be deemed exclusive of any other right to which any person otherwise may be entitled.

Section 2. The Board of Managers may secure and maintain such policies of insurance as it may consider appropriate to insure any person who is serving or has served as a member of the Board of Managers, officer or employee of this Association against liability and expense arising out of any claim of breach of duty, error, misstatement, misleading statement, omission or other acts done, made or attempted by him by reason of his being such member, officer or employee. The cost of any such insurance shall be a common expense.

ARTICLE XII

AMENDMENTS

Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Amended Declaration as provided therein, and such modification or amendment shall be effective from the time the certificate setting forth such modification or amendment provided for in the Amended Declaration is delivered to the Recorder for record.

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MAIL 5

Dorothy G. Wilson
3043 Clairpoint Way
Columbus, Ohio 43227