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DECLARATION AND BYLAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

CUMBERLAND CHASE CONDOMINIUM

CERTIFICATE OF AUDITOR

March 21, 2005

Receipt is hereby acknowledged of a copy of the Declaration, Bylaws, and Drawings of the above-named Condominium.

J. Terry Evans cmj
Licking County Auditor

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, Loveland & Brosius, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-5917.

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DECLARATION

This is the Declaration of Cumberland Chase Condominium made on or as of the 15th day of March, 2005, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

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

B. Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the Condominium Act.

Definitions

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

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

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

3. "Assessments" mean all charges, of whatever nature, levied by the Association against a Unit and its Owners, and includes:

(a) "Operating Assessments;"

(b) "Special Assessments for Capital Improvements;" and

(c) "Special Individual Unit Assessments," each of which is hereinafter defined in this Declaration.

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

5. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association.

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

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

8. "Condominium" and "Cumberland Chase Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.

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

10. "Condominium Instruments" means this Declaration, the Bylaws, the Drawings, any contracts pertaining to the management of the Condominium Property, the condominium development disclosure statement provided by the Condominium Act, and, as provided therein, "any other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."

11. "Condominium Organizational Documents" means the Articles, the Bylaws, the Drawings, and this Declaration.

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

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

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

15. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association.

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

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

18. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board.

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

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

21. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration and designated by Unit designation on the Drawings, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

22. "Unit Owner" and "Unit Owners" or "Owner" and "Owners" mean that Person or those Persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

The Plan

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

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the City of Etna Township, Licking County, Ohio, and consisting of 0.725 acres, more or less, is attached hereto and marked "Exhibit A", together with an ingress and egress easement of record as Instrument No. 200401150001608, records of the Licking County Recorder.

ARTICLE II

NAME

The name by which the Condominium shall be known is "Cumberland Chase Condominium".

ARTICLE III

PURPOSES; RESTRICTIONS

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

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

(a) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements.

Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against Persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(b) Architectural Control. Except for improvements constructed by Declarant or its designee during the initial construction, no building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future Owners of that Unit.

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

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

(e) Conveyances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Elements by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit Owner to sell, transfer or otherwise convey that Owner's Unit is not subject to any right of first refusal, and any Unit Owner may transfer that Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to another Person. In addition, each Unit Owner agrees to provide to a purchaser of that Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations.

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

(g) Limited Common Element Uses. Those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements

shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, as specified in this Declaration, and shall be used only for the purposes intended and subject to the other provisions of this Declaration.

(h) Offensive Activities. No noxious or offensive activity or abusive or harassing behavior, or any form of intimidation or aggression, either verbal or physical, shall be engaged in or carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant, or which might intimidate or interfere with the activities of any Occupant or representative of the Association or its managing agent, or their licensees or invitees.

(i) Reallocations. Boundaries between Units and/or appurtenant Limited Common Elements shall not be adjusted nor undivided interests in Units reallocated (except in the event of an expansion of the Condominium), nor rights to use Limited Common Elements reallocated, without the express prior written consent of the Board, which it may exercise in its sole and unfettered discretion.

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

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

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

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

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

(o) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for Declarant to maintain, during the period of its sale or rental of Units, one or more Units, whether hereby made a part of the

Condominium, or added hereafter, as sales and rental models and offices, and for storage and maintenance purposes, (iii) one or more of such Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

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

(q) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt from time to time.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Residential Buildings. There is one residential building containing four side-by-side dwelling units initially part of the Condominium. The residential building is built on a poured concrete wall foundation, with a wood frame, vinyl siding exterior, cultured stone trim, aluminum fascia, and a dimensional asphalt shingle roof. The residential building contains four two story dwelling units with each dwelling unit having an attached one or two-car garage and a basement. The principal materials of which the building is constructed are wood, glass, concrete, concrete block, brick, vinyl, cultured stone, aluminum, asphalt shingle, and drywall. The residential building is located as shown on the Drawings.

Section 2. Other. The Condominium also contains green and landscaped areas and private drives. There are no recreation facilities initially part of the Condominium.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the dwelling units, each of which is called "a Unit", is designated by a capital letter of the alphabet, a dash (-), and a number corresponding with the numerical portion of the street address of that Unit (all of which constitutes the Unit's "Unit designation") and is shown on the Drawings where that Unit is located. An example of an appropriate Unit designation is "A-101". The location and designation of each Unit is also shown on the sketch plot plan attached hereto as "Exhibit B". Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit C".

Section 2. Composition of Units.

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

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

(ii) the finished walls, ceilings and floors themselves, but not the building's supporting elements, such as but not limited to rafters and joists, above the ceiling at the Unit's highest level, and the sub-flooring below the finished floors themselves at the lowest level of the Unit, and the structural walls or structural components thereof to which the finished walls, such as but not limited to plaster, drywall, and paneling are affixed;

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

(iv) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any;

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

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

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

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

(ix) space in the garage, if any;

(x) space in the basement, if any; and

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

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

(i) any supporting element of the building contained in interior walls, floors and ceilings;

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

(iii) fireplace stacks and chimneys, if any.

(b) Unit Types, Sizes, Locations and Components. The type, composition, and approximate interior area of each Unit are shown on the attached Exhibit D. The location, dimensions, type and composition of each Unit are also shown on the Drawings. Each Unit has direct access to Common Elements, which lead to a perpetual ingress and egress easement of record as Instrument No. 200401150001608, records of the Licking County Recorder, leading to Columbia Road, a public street.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

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

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "limited common elements" on the Drawings, or so described herein, are Limited Common Elements and consist of a driveway area in front of that Unit's garage, if any, a front porch or stoop, and a rear patio\yard area and the improvements within that area (except utility lines that serve another Unit and items defined as being part of a Unit). Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit or Units it is described, designed or designated herein, or on the Drawings, or on Exhibits hereto, to serve.

Section 3. Par Values; Undivided Interest. The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit C, and, in each case, is based on each Unit having an equal par value of one (1.00) and thus, results in each Unit having an equal undivided interest. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains

ARTICLE VII

ASSOCIATIONS

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

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

Section 3. Voting Rights. Voting rights of members are as set forth in the Bylaws.

Section 4. Board of Directors. The number and composition, and the authority, rights and responsibilities, of the Board of Directors shall be as provided in the Bylaws, provided that no member of the Board need be a Unit Owner, but shall meet the qualifications set forth in the Bylaws.

Section 5. Security. The Association may, from time to time, provide measures of security on or with respect to the Condominium Property and/or its Unit Owners, Occupants, invitees and licensees. However, the Association is not and shall not be deemed to be a provider of security, shall have no duty to provide any security on the Condominium Property or with respect to its Owners, Occupants, invitees or licensees, and shall not be held liable for any loss, cost, or damage arising by failure of the Association to provide security or the effectiveness of security measures it undertakes, if any. The obligation to provide security lies solely with each Unit Owner and Occupant individually.

Section 6. Other Associations. There is no requirement that the Association or that any Unit Owners be members of a not-for-profit organization that provides facilities or recreation, education or social services to Owners of property other than the Condominium Property.

ARTICLE VIII

AGENT FOR SERVICE

The name of the Person to receive service of process for the Association, the Association's "Statutory Agent", and that Person's residence or place of business, which is in the State of Ohio, is:

Charles Dozer
777-A Dearborn Park Lane
Worthington, OH 43085

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

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including the Limited Common Elements, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements, including the Limited Common Elements, and that do not constitute part of a Unit, provided that the Association shall not be responsible for the cleaning and housekeeping of Limited Common Elements or components thereof. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, and then only to the extent the net proceeds, after deductibles, are available for that purpose, the Association shall not have the responsibility to pay the cost of repair or maintenance of any Unit, or component thereof, or repair, maintenance or replacement of personal property within a Unit, or improvements made by Unit Owners hereafter.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and improvements made by Unit Owners hereafter, and perform cleaning and housekeeping with respect to Limited Common Elements appurtenant to that Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor. In the event a Unit Owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of any Unit or part of any of the Common

Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or that Unit Owner's predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a Special Individual Unit Assessment, on the Unit owned by that Unit Owner and on that Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X

UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, and to reimburse the Association for that Owner's Unit's share of any utility cost, including but not limited to water and sewer costs, that the Board, or its designee, reasonably determines is attributable to use by that Owner's Unit. All other utility costs shall be common expenses and paid by the Association.

ARTICLE XI

INSURANCE; LOSSES

Section 1. Special Broad Form Casualty Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, the Limited Common Elements, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against under "special form" policies, or, if not available, or not available at competitive rates, a policy that includes the "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also:

(a) provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;

(b) provide coverage for built-in or installed improvements, fixtures and equipment that are part of a Unit;

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

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

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

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

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

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

(i) contain a waiver of the transfer of recovery rights by the carrier against the Association, its officers and Directors, and all Unit Owners;

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

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

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

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

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

Section 5. Flood Insurance. In the event that any part of the improvements on the Condominium Property are located in a "Special Flood Hazard Area" which is designated as A, AE, AH, AO, AR, A1-30, A-99, V, VE, VI-30, or VO on a Flood Insurance Rate Map, the Association shall obtain and maintain a "master" or "blanket" policy of flood insurance. The flood insurance policy shall cover the Common Element buildings and any other common property, but generally need not cover individual Units. The premiums shall be paid as a common expense. The amount of coverage, if required, should be at least equal to the lesser of (a) 100% of the insurable value of each insured building (including all Common Elements and property) or (b) the maximum coverage available under the applicable National Flood Insurance Program. The maximum deductible amount for policies covering the Common Elements shall be the lesser of (a) $5,000 or (b) one percent (1%) of the policy's face amount.

Section 6. Other Association Insurance. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, Directors' and officers' liability insurance, and such other insurance as the Board may determine.

Section 7. Insurance Representative; Power of Attorney. There may be named under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such

designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 8. Unit Owners' Insurance. Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

Section 9. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and Eligible Mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 10. Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and Eligible Mortgagees if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that Assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments.

Section 11. Lender Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall at all times maintain hazard insurance, flood insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

ARTICLE XII

DAMAGE RESTORATION; TERMINATION

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

Section 2. Election Not to Restore; Termination. The Association may, with the consent of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, and the consent of the holders of first mortgages on Units to which not less than sixty-seven percent (67%) of the votes of Units subject to first mortgages appertain, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the

Condominium, the net proceeds from the partition sale, shall be distributed among the Owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

ARTICLE XIII

CONDEMNATION

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

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

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

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

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

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

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

Section 2. Easements for Encroachments. Each Unit and the Common Elements and Limited Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Elements and Limited Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements; or by reason of errors on the Drawings. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

Section 3. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements as follows:

(a) for a two year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, to access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available;

(b) for the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers;

(c) for the initial sales and rental period, to maintain and utilize one or more Units and appurtenances thereto, and/or a portion or portions of the Common Elements for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

(d) for so long as Declarant, its successors and assigns, have the right to expand the Condominium, to extend utility lines from the Common Elements onto the Additional Property, and thereafter to service the same; and

(e) unless and until, if ever, the Condominium has been expanded to encompass all of the Additional Property, to Owners and Occupants of all or any part of the Additional Property, for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Condominium Property, for ingress to and egress from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. In this connection, the Association, at all times, shall maintain an unimpeded route of vehicular and pedestrian ingress and egress over and upon the Condominium Property to and from the Additional Property and a public street.

The rights and easements reserved pursuant to the provisions of this section shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of Owners and Occupants of Units.

Section 4. Easements for Proper Operations. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by Owners and Occupants.

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

Section 6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in

general, to enter upon the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish from time to time.

Section 7. Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Unit no less than twenty-four hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 8. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as that Unit Owner's attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 9. General. Unless specifically limited herein otherwise, the foregoing easements shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the Owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or constitute an intention not to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

Section 1. Types of Assessments. Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) Operating Assessments, (b) Special Assessments for Capital Improvements, and (c) Special Individual Unit Assessments, all of such Assessments to be established and collected as hereinafter provided.

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

Section 3. Elements-Apportionment: Due Dates.

(a) Operating Assessments.

(i) Prior to the time any Unit Owner is to be charged Assessments by the Association, the Board shall establish for the remainder of the Association's fiscal year, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate for the next fiscal year, and, in each case, prorate among all Units and their Unit Owners on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association, consisting of the following:

a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association including that period's estimated cost of the maintenance, repair, and other services relating to the ingress and egress easement of record as Instrument No. 200401150001608, records of the Licking County Recorder;

b. that period's estimated costs for insurance premiums to be provided and paid for by the Association;

c. that period's estimated costs for utility services not separately metered or charged to Unit Owners;

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

e. an amount deemed adequate by the Board in its sole and unfettered discretion, and without vote of Unit Owners, to establish

or augment an existing 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. that period's estimated 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.

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

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

(iv) 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 and their Owners on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy Assessments against Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in individual contracts for the sale of a Unit or Units or, if not, from the Association).

(v) If Operating Assessments collected are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future Assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

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

(b) Special Assessments for Capital Improvements.

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

(ii) Each Special Assessment for Capital Improvements shall be prorated among all Units and their Owners in proportion to the respective undivided interests of the Units in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) Special Individual Unit Assessments. Subject to the applicable provisions of the Bylaws regarding procedures with respect thereto, the Board may levy Special Individual Unit Assessments against an individual Unit, or Units, and the Unit Owner or Owners thereof, 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 to reimburse the Association for that Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Owner's Unit, the portion of the cost of casualty and/or liability insurance provided by the Association that the Board determines is attributable to a particular use of a Unit or course of conduct by a Unit Owner or Occupant of that Owner's Unit, returned check charges, and a Unit Owner's interest, late charges, collection costs, and enforcement, and arbitration charges properly chargeable to a Unit and its Owners pursuant hereto). Each Special Individual Unit Assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit and Owners of that Unit that Unit's share of such real estate taxes and assessments as a Special Individual Unit Assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' and its Owners' shares of taxes and assessments shall be binding upon all Unit Owners.

Section 4. Effective Date of Assessment. Any Assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or if to be paid in installments, the due date of the first installment thereof. Written notice mailed or delivered to a Unit Owner's or Unit Owners' Unit shall constitute notice to that or those Unit Owners, unless the Unit Owner or Unit Owners have 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 or those Unit Owners.

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

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

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

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

(d) At any time after any Assessment or any installment of an Assessment, or any portion of any installment of an Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that Assessment, including all future installments thereof, interest, late fees, collection costs and expenses, including attorney fees, and court costs and filing fees ("collection costs"), may be filed with the Licking County Recorder, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification 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 charges, and shall be signed by the president or other designated representative of the Association.

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

(f) Any Unit Owner who believes that an Assessment chargeable to that Unit Owner's 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 Licking County 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 and its Owners, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(g) Each such Assessment together with collection 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, late charges and costs shall not be the personal obligation of that or those Unit Owner or Owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent Assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article.

(h) The Association, as authorized by the Board, may file a lien or liens to secure payment of collection costs, bring or join in an action at law against the Unit Owner or Owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Owner or Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action. The Association in any foreclosure action involving a Unit or Units shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such Assessment, to the extent permitted by Ohio law.

(i) No claim of the Association for Assessments and charges, whether in a collection action, foreclosure action, or otherwise, shall be subject to setoffs, off sets, counterclaims, or cross claim, including, without limiting the generality of the foregoing, claims that the Association has failed to provide the Unit Owner with any service, goods, work, or materials, or failed in any other duty.

(j) No Unit Owner or Owners may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of that Owners or those Owners Unit.

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

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

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

ARTICLE XVI

EXPANSIONS

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

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property without the consent of any Unit Owner or Owners.

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

Section 4. Legal Descriptions. A legal description or descriptions of all of the property that is part of the Additional Property, and that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, is attached hereto and marked "Exhibit E".

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

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

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

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is ninety-six (96), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

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

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and compatible with structures then on the Condominium Property in terms of structure type, quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property and, in the case of Units, if the Unit is one of the types described on Exhibit D or elsewhere herein. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, types or mix of types of dwelling units in a building, construction and addition of Units with or without basements, changes in number of garage parking spaces, including the construction and addition of Units without garages, variances in setbacks or locations of structures in relation to other improvements, changes in design or finish detail, or minor changes in size.

Section 11. Improvements Other than Structures. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other non-structural improvements including but limited to one or more roadway bridges and storm water drainage facilities (including ponds) similar to those then on the Condominium Property shall be constructed on that Additional Property, and no other non-structural improvements.

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

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

and location of the buildings and other improvements on each portion, and other factors presently undetermined. Subject to the foregoing, there are no limits as to the types, sizes, and maximum number of Limited Common Elements that may be subsequently assigned to Units.

Section 14. Amenity Facilities. Declarant reserves the right, in its sole discretion, to add to the Condominium from the Additional Property, a clubhouse containing approximately 3,000 square feet and consisting of, among other things, a community room, kitchen, mechanical room, and two restrooms and/or to add an outdoor swimming pool. Any such facilities, if added to the Condominium will be Common Elements and will be of materials compatible with other improvements in the Condominium. In any event Declarant makes no representation that it will add the community building and/or outdoor swimming pool to the Condominium.

Section 15. Supplementary Drawings. Attached hereto and marked "Exhibit F" is a sketch drawing showing the location and relationship of the Condominium Property and the Additional Property. Declarant does not consider any other drawings or plans presently appropriate. However, at such time as all or any portion of the Additional Property is added to the Condominium Property, drawings with respect to the Additional Property as required by the Condominium Act shall be filed.

Section 16. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by Declarant, or its successor as Owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Condominium Act.

Section 17. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the Licking County Recorder of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a two year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Units to maintain and utilize one or more of those Units and appurtenances thereto, and/or a portion or portions of the Common Elements for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

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

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of the par values of all Units in the Condominium, including those added by any expansion;

(d) with respect to Units added, annual Operating Assessments shall commence the later of (i) the first day of the calendar month next following the date the documents adding the Units were duly recorded or (ii) the date established by the Association for the commencement of any Operating Assessment, and shall be prorated based on the number of full calendar months remaining in the year for which the Operating Assessments were levied; and

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

ARTICLE XVII

NOTICES TO AND RIGHTS AND VOTING RIGHTS OF LENDING INSTITUTIONS

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

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements), or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that Owner's Unit; (xii) if the Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium instruments or by an Eligible Mortgagee; (xiii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

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

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit Designation or address of the Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

Section 2. Voting Rights. No action with respect to which Eligible Mortgagees are entitled to notice, as provided in subparagraphs (a) or (b) of Section 1 of this Article, may be taken without the consent of Eligible Mortgagees of Units to which not less than fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium Property, shall be taken without the consent of Eligible Mortgagees of Units to which not less than seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

Section 3. Approval Rights. Notwithstanding any other provision hereof, if a federal or other nationally broad-based institutional mortgagee, guarantor, or insurer of residential home loans:

(a) holds, insures, or guarantees payment of all or part of a mortgage secured loan on one or more Units in the Condominium;

(b) has not theretofore approved a plan of expansion of the Condominium to which a proposed addition to the Condominium conforms; and

(c) requires approval of proposed additions to the Condominium,

no property may be added to the Condominium without the prior written consent of such holder, insurer, or guarantor.

Section 4. Priority of First Mortgagees. Nothing herein shall give a Unit Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceedings or condemnation awards for losses to or taking of a Unit and/or Common Elements.

ARTICLE XVIII

AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) or the taking of any of the actions which require the consent of Eligible Mortgagees exercising not less than fifty-one percent (51%) of the Voting Power of Units subject to mortgages held by Eligible Mortgagees, as provided elsewhere herein, shall, in addition to such consents of Eligible Mortgagees, require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. Notwithstanding the foregoing:

(a) the consent of all Unit Owners, including Declarant, so long as it owns a Unit or has the right to expand the Condominium, shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

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

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

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

or to impose restrictions, limitations or prohibitions against or inhibiting the rental of any Unit or Units;

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

(c) in any event, each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable:

(i) to Declarant, for so long as Declarant owns any Unit, to amend the Condominium Organizational Documents, to the extent necessary to (A) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than Declarant, the Declaration shall not be amended to increase the scope or the period of control of Declarant; and

(ii) to the Board, without a vote of Unit Owners, to amend the Declaration in any manner necessary for any of the following purposes:

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

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

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

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

but for no other purpose.

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

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit Owners and Eligible Mortgagees hereinbefore required, or by the Board, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Licking County Auditor and Recorder.

ARTICLE XIX

GENERAL PROVISIONS

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

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, but not the duty, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement, and provided, further, that neither the Association nor its Directors, officers, or other representatives, shall be liable to any Unit Owner or Occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit Owner, Occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association or such Director, officer or other representative. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means. Notwithstanding the foregoing, the Association shall not have the right to initiate or prosecute eviction proceedings to evict a tenant of a Unit, either in its own name, as agent of the Association, or in the name of the Unit Owner.

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

Section 4. Successor Owner. A successor owner of Condominium Property or any part thereof, or of Additional Property added to the Condominium Property, who is not an affiliate of Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of foreclosure, shall not be liable in damages for harm caused by an action or omission of Declarant or a breach of an obligation by Declarant.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 6. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 15th day of March, 2005.

MAS CUMBERLAND CORPORATION

By _____
Richard J. Whaley, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Richard J. Whaley, the President of MAS Cumberland Corporation, an Ohio corporation, on its behalf, this 15th day of March, 2005.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

DANIEL R. MYERS
Notary Public, State of Ohio
My Commission Expires 09/19/2009

EXHIBIT A

DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM

Legal Description, Condominium Property
(0.725 acres)

Situated in the State of Ohio, County of Licking, Township of Etna, Quarter Township 1, Township 16, Range 20, Refugee Lands, and being part of a 11.615 acre tract of land described in Instrument Number 200401150001607 to MAS Cumberland Corporation, all references being those of record in the Licking County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a rail road spike found at the intersection of Columbia Road and Refugee Road, and being the northeast corner of the east line of half Section 1;

thence southerly along the centerline of Columbia Road and the east line of half Section 1, South 00° 41' 03" West, 244.08 feet,

thence westerly, leaving the centerline of Columbia Road and along the southerly property line of said 11.615 acre tract, North 89° 25' 20" West, 201.59 feet, being the **TRUE POINT OF BEGINNING:**

thence westerly, along the southerly property line of said 11.615 acre tract, North 89° 25' 20" West, 208.41 feet to an iron pin;

thence southerly, along the easterly property line of said 11.615 acre tract, South 00° 41' 03" West, 127.86 feet to an iron pin, being the southeast corner of said 11.615 acre tract;

thence westerly, along the southerly property line of said 11.615 acre tract, South 89° 44' 04" West, 128.02 feet;

thence northerly, North 00° 42' 02" East, 98.47 feet;

thence northerly, North 08° 58' 22" West, 63.50 feet;

thence northeasterly, North 67° 15' 36" East, 56.59 feet;

thence easterly, South 89° 25' 20" East, 61.06 feet;

thence easterly, South 76° 51' 18" East, 67.77 feet;

thence easterly, South 89° 25' 20" East, 167.81 feet;

thence southerly, South 00° 34' 40" West, 39.00 feet; to the **TRUE POINT OF BEGINNING**, containing 0.725 acres more or less.

Subject to all legal rights-of-way and/or easements, if any of previous record.

The bearings are based on the centerline bearing of U.S. Route 40 as shown on the Centerline Survey Location Plan LIC-40-0.00, having a bearing of North 85° 45' 00" East, of record in Plat Book 5, Page 22, all references being those of record in the Licking County, Ohio Recorder's Office.

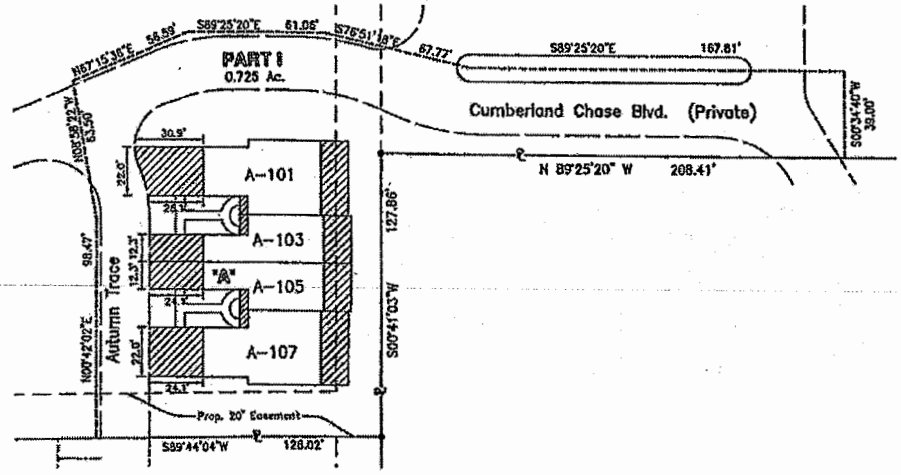
This description was prepared by Matthew E. Ferris, Registered Surveyor No. 8230, of E.P. Ferris & Associates, Inc. on March 2, 2005.

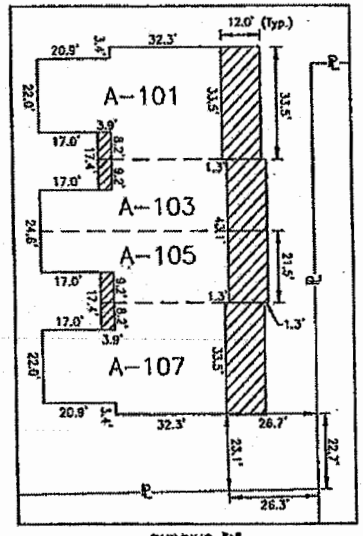
STATE OF OHIO
MATTHEW E. FERRIS
S-8230
REGISTERED
PROFESSIONAL SURVEYOR

Matthew E. Ferris, P.E., P.S.
Registered Surveyor No. 8230

3-2-05
Date

CUMBERLAND CHASE CONDOMINIUM
DECLARATION OF CONDOMINIUM





BUILDING "A"
Scale: 1" = 20'

LEGEND
- ℄ Property Line
- ● Iron Pin Found (IPF)
- ○ Iron Pin Set
- Limited Common Element
- A-101 Unit Designation
- POB Point of Beginning

All exterior property line dimensions shown are according to recorded deed.

All areas not designated as Units or Limited Common Elements are Common Elements

PLAN PREPARED BY:

E.P. FERRIS AND ASSOCIATES INC.
CONSULTING CIVIL ENGINEERS AND SURVEYORS

EXHIBIT B

DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM

Sketch Plot Plan, Condominium Property

EXHIBIT C

DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM

Unit Information

Unit Designation	Unit Address	Unit Type	Par Value	Undivided Interest
A-101	101 Autumn Trace	Cumberland Club	1.00	1/4th
A-103	103 Autumn Trace	Saddlebrook	1.00	1/4th
A-105	105 Autumn Trace	Saddlebrook	1.00	1/4th
A-107	107 Autumn Trace	Cumberland Club	1.00	1/4th
			Total	4/4ths or 100%

EXHIBIT D

DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM

Unit Types

Type	Composition
Cumberland Club	Two story Unit with a full basement containing a living/dining room, kitchen, one bedroom, powder room, full bathroom, and an attached two car garage at street level, two bedrooms (each with a walk-in closet), two full bathrooms, and a laundry room on the second floor and contains approximately 3,386 gross interior square feet.[1]
Saddlebrook	Two story Unit with a full basement, containing a living/dining room, kitchen, powder room, and an attached one car garage at street level, two bedrooms (each with a walk-in closet), two full bathrooms and a laundry room on the second floor, and contains approximately 2,476 gross interior square feet.[1]
Birkdale	One story ranch style Unit with a basement, containing one bedroom, a living/dining room, kitchen, one full bathroom, one half bathroom, and a one car garage at street level, and contains approximately 1,511 gross interior square feet.[1]
Wentworth	One story ranch style Unit, containing one bedroom, a living/dining room, kitchen, one full bathroom, one half bathroom, and a one car garage at street level, and contains approximately 1,100 gross interior square feet.[1]
Homestead	One story ranch style Unit with a basement, containing two bedrooms, a living/dining room, kitchen, two full bathrooms, one half bathroom, and a two car garage at street level, and contains approximately 2,010 gross interior square feet.[1]
Maidstone	One story ranch style Unit, containing two bedrooms, a living/dining room, kitchen, two full bathrooms, one half bathroom, and a two car garage at street level, and contains approximately 1,350 gross interior square feet.[1]
Prestwick	Two story Unit with a basement containing a living/dining room, kitchen, powder room, attached one car garage, one bedroom, and one full bathroom, and contains approximately 1,800 gross interior square feet.[1]
Turnberry	Two story Unit containing a living/dining room, kitchen, powder room, attached one car garage, one bedroom, and one full bathroom, and contains approximately 1,200 gross interior square feet.[1]
Oakmont	Two story Unit containing a living/dining room, kitchen, powder room, attached one car garage, two bedrooms (some with a walk-in closet), and two full bathrooms, and contains approximately 1,814 gross interior square feet.[1]
Congressional	Two story Unit containing a living/dining room, kitchen, powder room, attached two car garage, three bedrooms (some with a walk-in closet), and two full bathrooms, and contains approximately 2,370 gross interior square feet.[1]
Cypress	Two story Unit containing a living/dining room, kitchen, powder room, attached two car garage, two bedrooms (some with a walk-in closet), and two full bathrooms, and contains approximately 2,004 gross interior square feet.[1]
Greenbrier	Two story Unit with a half basement, containing a living/dining room, kitchen, powder room, attached one car garage, two bedrooms (some with a walk-in closet), and two full bathrooms, and contains approximately 2,311 gross interior square feet.[1]
Olympic	Two story Unit with a half basement, containing a living/dining room, kitchen, powder room, attached two car garage, three bedrooms (some with a walk-in closet), and two full bathrooms, and contains approximately 3,132 gross interior square feet.[1]

EXHIBIT D (Continued)

DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM

Unit Types

Type	Composition
Muirfield	Two story Unit with a half basement, containing a living/dining room, kitchen, powder room, attached two car garage, two bedrooms (some with a walk-in closet), and two full bathrooms, and contains approximately 2,501 gross interior square feet.[1]
Troon	Two story Unit with a full basement, containing a living/dining room, kitchen, powder room, and an attached two car garage at street level, two bedrooms (each with a walk-in closet), and two full bathrooms on the second floor, and contains approximately 2,666 gross interior square feet.[1]

[1] Gross interior square feet means the approximate gross area constituting the Unit at all levels, is measured from the undecorated inner surfaces of its boundary walls, and includes space occupied by interior partitions, staircases and voids, as well as space in the garage, if any, and any basement. This measurement is not the measurement normally used in the real estate industry for sales and leasing purposes.

EXHIBIT E

DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM

Legal Description, Additional Property
(17.560 acres)

Situated in the State of Ohio, County of Licking, Township of Etna, Quarter Township 1, Township 16, Range 20, Refugee Lands, and being part of a 11.615 acre tract of land described in Instrument Number 200401150001607 to MAS Cumberland Corporation and a 168.053 acre tract of land described in Instrument Number 199711100006585 to Columbia Road, Ltd., all references being those of record in the Licking County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a rail road spike found at the intersection of Columbia Road and Refugee Road, and being the northeast corner of the east line of half Section 1, and being the **TRUE POINT OF BEGINNING:**

thence southerly along the centerline of Columbia Road and the east line of half Section 1, South 00° 41' 03" West, 244.08 feet,

thence westerly, leaving the centerline of Columbia Road and along the southerly property line of said 11.615 acre tract, North 89° 25' 20" West, 201.59 feet;

thence northerly, North 00° 34' 40" East, 39.00 feet;

thence westerly, North 89° 25' 20" West, 167.81 feet;

thence westerly, North 76° 51' 18" West, 67.77 feet;

thence westerly, North 89° 25' 20" West, 61.06 feet;

thence southwesterly, South 67° 15' 36" West, 56.59 feet;

thence southerly, South 08° 58' 22" East, 63.50 feet;

thence southerly, South 00° 42' 02" West, 98.47 feet, being the southerly property line of said 11.615 acre tract;

thence easterly, along the southerly property line of said 11.615 acre tract, North 89° 44' 04" East, 128.02 feet to an iron pin, said iron pin being the southeast corner of said 11.615 acre tract;

thence southerly, South 00° 41' 03" West, 352.74 feet to an iron pin;

thence westerly, North 89° 25' 20" West, 1195.97 feet to an iron pin;

thence northeasterly, North 49° 32' 07" East, 276.46 feet to an iron pin;

Legal Description, Additional Property
(17.560 acres)

thence northeasterly, North 30° 54' 58" East, 97.55 feet to an iron pin, passing an iron pin at 32.58 feet, said iron pin being the southwest corner of said 11.615 acre tract;

thence northerly, North 20° 41' 09" East, 97.72 feet to an iron pin;

thence northerly, North 00° 34' 40" East, 367.20 feet to a point, said point being the northwest corner of said 11.615 acre tract and the centerline of Refugee Road;

thence easterly along the centerline of Refugee Road , South 89° 25' 20" East, 1315.93 feet, to the **TRUE POINT OF BEGINNING**, containing 17.560 acres more or less.

Subject to all legal rights-of-way and/or easements, if any of previous record.

The bearings are based on the centerline bearing of U.S. Route 40 as shown on the Centerline Survey Location Plan LIC-40-0.00, having a bearing of North 85° 45' 00" East, of record in Plat Book 5, Page 22, all references being those of record in the Licking County, Ohio Recorder's Office.

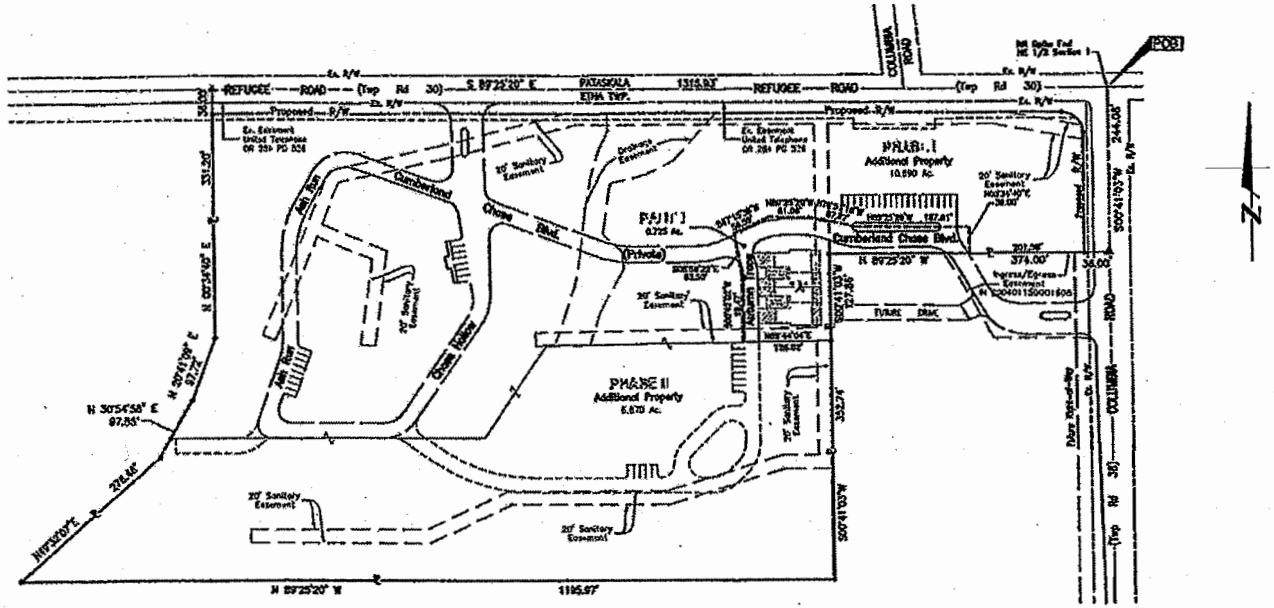
This description was prepared by Matthew E. Ferris, Registered Surveyor No. 8230, of E.P. Ferris & Associates, Inc. on March 2, 2005.



Matthew E. Ferris, P.E., P.S.
Registered Surveyor No. 8230

3.2.05
Date

EXHIBIT "F"
CUMBERLAND CHASE CONDOMINIUM


REFUGEE ROAD (Twp Rd 30)
S 89°25'20" E
PENSACOLA
1315.83'
N 89°25'20" W
1195.97'
PHASE I
Additional Property
10.690 Ac.
PHASE II
Additional Property
5.870 Ac.
PHASE III
0.725 Ac.
Cumberland Chase Blvd.
(Private)
Cumberland
Chase Drive
Lake Run
Lake Rest
20' Sanitary Easement
30' Sanitary Easement
Drainage Easement
Ingress/Egress Easement
Proposed R/W
Ex. R/W
POB
N 30°54'58" E
97.55'
N 59°05'02" W
228.48'
N 30°54'58" E
97.72'
331.20'
374.00'
207.06'
N 89°25'20" W
187.41'
N 00°34'40" E
N 89°54'04" E
116.69'
S 89°54'04" W
116.69'
S 00°34'40" W
N 00°34'40" E
N 89°25'20" W
S 00°34'40" W
N 89°25'20" W
S 00°34'40" W
N 89°25'20" W
S 00°34'40" W

BYLAWS

(Code of Regulations)

OF

CUMBERLAND CHASE CONDOMINIUM ASSOCIATION

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BYLAWS

(Code of Regulations)

OF

CUMBERLAND CHASE CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

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

ARTICLE II

DEFINITIONS

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

ARTICLE III

UNIT OWNERS (MEMBERS)

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

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

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

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Unit Owners, the specific motion or motions (other than procedural) to be voted upon. Attendance by a Unit Owner, either in person or by proxy, at a meeting of Unit Owners without protesting prior to or at the commencement of the meeting the lack of proper notice shall be deemed to be a waiver by the Unit Owner of notice of such meeting.

Section 5. Conduct of Meetings. All meetings of the Unit Owners shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Section 6. Participation at Meetings. Meetings of the Unit Owners shall be open to all Unit Owners unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Unit Owners, Unit Owners and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Unit or Units in the Condominium or has the right to expand the Condominium) in these instances:

(a) A determination by the Board that the Unit Owner has a threatened or pending adverse interest to the interests of the Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b) for any other reason deemed by the Board, from the standpoint of the Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Unit Owner would not be in the Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Unit Owner from voting by proxy, on any matter properly voted upon at that meeting by Unit Owners.

Section 7. Quorum; Adjournment. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting in person or by proxy, may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 8. Voting Rights. One vote on matters upon which Unit Owners are entitled to vote shall be allocated to each Unit, exercisable as the Owners of the undivided fee simple interests in that Unit may from time to time determine. If the Owners of the fee simple interests in a Unit are unable with respect to a particular matter to agree among themselves as to the vote to be cast with respect to that Unit, no vote shall be cast with respect to that Unit or that particular matter, provided, that unless timely challenged by an Owner of a fee simple interest in a Unit, any Owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of the Owner or Owners of a Unit to cast a vote with respect to that Unit if Assessments with respect to that Unit are overdue, or there is at that time, with respect to the Owners or Occupants of that Unit, a failure to observe any of the terms hereof, or rules and regulations duly adopted by the Board and then in effect.

Section 9. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 10. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Unit Owner, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of that Owner's fee simple interest in that Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 11. 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 or their proxies having not less than seventy five percent (75%) of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Initial Directors. The initial directors and their business addresses are as set forth in the Articles, or such other person or persons as may from time to time be substituted by Declarant.

Section 2. Successor Directors. No later than sixty (60) days after Declarant has sold and conveyed Units to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain, the Unit Owners shall meet, and the Unit Owners other than Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) five years from the date of the establishment of the Association, and (b) sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain, the Association shall meet and all Unit Owners, including Declarant, shall elect six Directors, whose terms shall commence at the end of the meeting during which they are elected, to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The terms of the six Directors shall be staggered so that the terms of one-third (two) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Directors whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the Unit Owners, by the vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually. For purposes of computing undivided interests pursuant to the foregoing, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units (one hundred (100)) that may be in the Condominium. Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. In addition, notwithstanding any requirement as to the maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto to have the Unit Owners elect Directors and for Declarant to turn over the functions of operation of the Association to those elected Directors.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Unit Owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Qualification. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Unit Owner or Co-Owner of a Unit, the spouse of a Unit Owner or Co-Owner of a Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is a Unit Owner, and such Unit Owner or Co-Owner of a Unit or the Unit Owner of such spouse must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

Section 5. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no fewer than the number of vacancies that are to be filled.

Section 6. Election. Unless there are no more nominees than vacancies, election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 7. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed actual expenses incurred in the performance of duties as a Director.

Section 8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

Section 9. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days notice to each Director.

Section 10. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other, participate, and respond to every other participating member of the Board, shall constitute a quorum for such meeting.

Section 11. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 10, above, shall be sufficient to determine that matter.

Section 12. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the written consent, in a writing or writings, of all of the Directors.

Section 13. Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Condominium Organizational Documents;

(b) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the Declaration shall be obtained and maintained;

(c) enforce the covenants, conditions and restrictions set forth in the Declaration;

(d) repair, maintain and improve the Common Elements;

(e) establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon, provided that no such rules or regulations shall be intended to, or interpreted as, or create distinctions or different criteria or standards between Unit Owners who are Occupants and their interests, and Occupants who are not Unit Owners, and their interests;

(g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);

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

(i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium Organizational Documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

(j) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge and assign such security and rights of the Association, including rights to Association Assessments or other future income, as might be necessary or desirable in the judgment of the Board, to obtain any such loan;

(l) purchase, cause the Association to hold title to, and sell real property not declared to be part of the Condominium Property, provided that (i) if any such transaction takes place prior to the time Unit Owners other than the Declarant assume control of the Association, approval of the transaction must be obtained from Declarant and Unit Owners other than Declarant exercising not less than seventy-five percent (75%) of the voting power of the members of the Association, as well as the Board, and (ii) if after Unit Owners other than Declarant assume control of the Association, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of members of the Association, as well as the Board; and

(m) do all things and take all actions permitted to be taken by the Association by law, not prohibited or otherwise limited by the provisions of the Condominium Organizational Documents, or not specifically reserved thereby to others.

Section 14. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Unit Owners, minutes of meetings of the members and meetings of the Board, and records of the names and addresses of Unit Owners and their respective undivided interests in the Common Elements;

(b) present the latest available financial statement of the Association to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when requested in writing by Unit Owners representing a majority of the voting power of Unit Owners;

(c) cause to be enforced the legal requirement that each Person who obtains a fee simple interest in a Unit provide to the Association, in writing, within thirty (30) days after acquiring such interest:

(i) the home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit; and

(ii) the name, business address, and business telephone number of any Person who manages the Owner's Unit as an agent of that Owner;

and the requirement that each Unit Owner notify the Association in writing of any change in the foregoing information within thirty (30) days of the change.

(d) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(e) cause an annual budget to be prepared, and amendments thereto as needed;

(f) as more fully provided in the Declaration, establish, levy, enforce and collect Assessments;

(g) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid;

(h) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;

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

(j) take all other actions required to comply with all requirements of the Condominium Organizational Documents.

Except in the case of Special Individual Unit Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying a Special Individual Unit Assessment, as provided in the Declaration, the Board shall give the Unit Owner or Owners written notice of the proposed Assessment that includes:

(i) a statement of the facts giving rise to the proposed Special Individual Unit Assessment, including, if applicable, a description of the property, damaged, or the violation, of the restriction, rule or regulation allegedly violated;

(ii) the amount of the proposed Special Individual Unit Assessment;

(iii) a statement that the Unit Owner has a right to a hearing before the Board to contest the proposed Special Individual Unit Assessment by delivering to the Board a written notice requesting a hearing within ten days after the Unit Owner receives written notice of the proposed Special Individual Unit Assessment; and

(iv) in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Unit Owner must cure the alleged violation to avoid the proposed Special Individual Unit Assessment.

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

Section 15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on written notice of ninety (90) days or less; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the Association is vested in Unit Owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing. In any case, no management contract or agreement by the Association executed prior to the assumption of control of the Association by Unit Owners other than Declarant shall extend more than ninety (90) days, and no other contract, except for necessary utility services, shall extend

more than one year, subsequent to that assumption of control unless renewed by vote of Unit Owners pursuant to the provisions of these Bylaws.

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a Unit Owner or Director of the Association. The same person may hold more than one office.

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

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

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

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

(a) President. The president shall preside at all meetings of the Board and of Unit Owners, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including current copies of the Declaration, Bylaws, Articles and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Units, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Condominium Act or the disclosure of which is prohibited by the laws of the State of Ohio or of the United States of America. Subject to the foregoing, during normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement of the Association for the immediately preceding fiscal year, in the following circumstances:

(a) to each requesting Unit Owner within a reasonable time after request, at the expense of the Association, upon the affirmative vote of Unit Owners;

(b) to each holder, insurer, or guarantor of a first mortgage upon a Unit which requests the same, in writing, within a reasonable time thereafter, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party; and

(c) during such time, if any, as the Condominium contains fifty (50) or more Units, to each holder, insurer or guarantor of a first mortgage on a Unit who makes written request therefor, within one hundred twenty (120) days of the Association's fiscal year end, at the expense of the Association.

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

AMENDMENTS

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

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 15th day of March, 2005.

MAS CUMBERLAND CORPORATION

By _____
Richard J. Whaley, President

~~Sole Member~~

CONDO\CUMBERLAND CHASE\3/14/05

Instr:200602240005365 02/24/2006
Pages:16 F:$100.00 10:57AM
Bryan A. Long T20060004832
Licking County Recorder BXLOVELAND

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM

This first amendment to the Declaration of CUMBERLAND CHASE CONDOMINIUM is made on or as of the 14 day of February, 2006.

Recitals

A. Cumberland Chase Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Cumberland Chase Condominium and the Drawings thereof, recorded, respectively, as Instrument No. 200503210008229 and Instrument No. 200503210008230, both of the records of the Recorder of Licking County, Ohio.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Act, Declarant, MAS Cumberland Corporation, an Ohio corporation, desires by this amendment to add a portion of Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole creator of the Condominium and the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.

2. Additional Property Added. A legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.976 acres, more or less, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B," and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C," and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Cumberland Chase Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvement Description. The Additional Property added to the Condominium Property hereby contains three residential buildings, two residential building containing four side-by-side dwelling units and one residential building containing six side-by-side dwelling units, adding a total of fourteen (14) dwelling units and expands the Condominium to contain a total of eighteen (18) dwelling units, each of which constitutes a "Unit" under the Act. The residential building is built on a poured concrete wall foundation, with a wood frame, vinyl siding exterior, cultured stone trim, aluminum fascia, and a dimensional asphalt shingle roof. The residential building contains four two story dwelling units with each dwelling unit having an attached one or two-car garage and a basement. The principal materials of which the building is constructed are wood, glass, concrete, concrete block, brick, vinyl, cultured stone, aluminum, asphalt shingle, and drywall. The residential building is located as shown on the Drawings. In addition, there are private drives and driveways, exterior parking spaces, exterior lighting, and green and open areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this First Amendment to the Declaration for Cumberland Chase Condominium, together with the First Amendment to the Drawings attached thereto, were filed with this office on February 24, ~~2005.~~ 2006.

Licking County Auditor

By J Terry Evans
Deputy Auditor

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Licking County Recorder and filed in separate records), labeled " Cumberland Chase Condominium First Amendment The Drawings," by a capital letter of the alphabet, a dash (-), and a number corresponding with the numerical portion of the street address of that Unit on the Drawings where that Unit is located. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The designations of the Units added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit D" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby constitutes a single freehold estate and consists, among other things, of the space in the building designated on the amendment to the drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on Exhibit D and in the Declaration. The type of each Unit is shown on the attached Exhibit E. Floor plan layouts and elevation drawings for the Units added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on Exhibit B. Each Unit has direct access to Common Elements which leads to a perpetual ingress and egress easement of record as Instrument No. 200401150001608, records of the Licking County Recorder, leading to Columbia Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the Additional Property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are labeled or designated "limited common elements" on the Drawings, or so described herein, are Limited Common Elements. These Limited Common Elements appurtenant to each Unit consist of a driveway area in front of that Unit's garage, if any, a front porch or stoop, and a rear patio\yard area and the improvements within that area (except utility lines that serve another Unit and items defined as being part of a Unit). Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit or Units it is described, designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit E, and, in each case, is based on each Unit having an equal par value of one (1.00), and resulting in each Unit having an equal undivided interest. All Units added also have equal par values of one (1.00). This exhibit supersedes, in its entirety, Exhibit C of the Declaration. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Expansion. Upon the filing for record of this amendment to the Declaration adding Additional Property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

b. the Owner or Owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

c. in all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the Owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 14 day of February, 2006.

MAS Cumberland Corporation

By _____
Richard J. Whaley, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Richard J. Whaley, the President of MAS Cumberland Corporation, an Ohio corporation, on its behalf, this 14 day of February, 2006.

_____
Notary Public

PAMELA S. LANDOLFO
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 12-18-08

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, Loveland & Brosius, LLC, 50 West Broad Street, Columbus, Ohio 43215-5917.

EXHIBIT A

FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM

Legal Description, Property Added
(1.976 acres)

PART 2
Cumberland Chase Condominium

Description of 1.976 Acre Tract

Situated in the State of Ohio, County of Licking, Township of Etna, Quarter Township 1, Township 16, Range 20, Refugee Lands, and being part of a 11.615 acre tract of land described in Instrument Number 200401150001607 to MAS Cumberland Corporation, all references being those of record in the Licking County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a rail road spike found at the intersection of Columbia Road and Refugee Road, and being the northeast corner of the east line of half Section 1;

thence westerly along the centerline of Refugee Road, North 89° 25' 20" West, 420.45 feet,

thence southerly, leaving the centerline of Refugee Road, South 00° 34' 40" West, 36.00 feet to a point on the southerly right-of-way line of Refugee Road, being the **TRUE POINT OF BEGINNING**;

thence southerly, South 00° 34' 40" West, 157.80 feet;

thence westerly, North 76° 51' 18" West, 15.92 feet;

thence westerly, North 89° 25' 20" West, 61.06 feet;

thence southerly, South 67° 15' 36" West, 56.59 feet;

thence southerly, South 08° 58' 22" East, 63.50 feet;

thence southerly, South 00° 42' 02" West, 98.47 feet;

thence westerly, South 89° 44' 04" West, 200.00 feet;

thence northerly, North 00° 41' 03" East, 340.77 feet to a point on the southerly right-of-way line of Refugee Road;

thence easterly along said southerly right-of-way line, South 89° 25' 20" East, 317.59 feet, to the **TRUE POINT OF BEGINNING**, containing 1.976 acres more or less.

Subject to all legal rights-of-way and/or easements, if any of previous record.

DESCRIPTION APPROVED
TIM LOLLO
LICKING COUNTY ENGINEER
APPROVED BY

EXHIBIT A (continued)

FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM

Legal Description, Property Added
(1.976 acres)

The bearings are based on the centerline bearing of U.S. Route 40 as shown on the Centerline Survey Location Plan LIC-40-0.00, having a bearing of North 85° 45' 00" East, of record in Plat Book 5, Page 22, all references being those of record in the Licking County, Ohio Recorder's Office.

This description was prepared by Matthew E. Ferris, Registered Surveyor No. 8230, of E.P. Ferris & Associates, Inc. on December 1, 2005.

STATE OF OHIO
MATTHEW E. FERRIS S-8230 REGISTERED SURVEYOR

Matthew E. Ferris, P.E., P.S.
Registered Surveyor No. 8230

12-1-05
Date

EXHIBIT "B"
CUMBERLAND CHASE CONDOMINIUM
FIRST AMENDMENT
THE DRAWINGS

State of Ohio, County of Licking, Township of Etna
Quarter Township 1, Township 16, Range 20, Refugee Lands

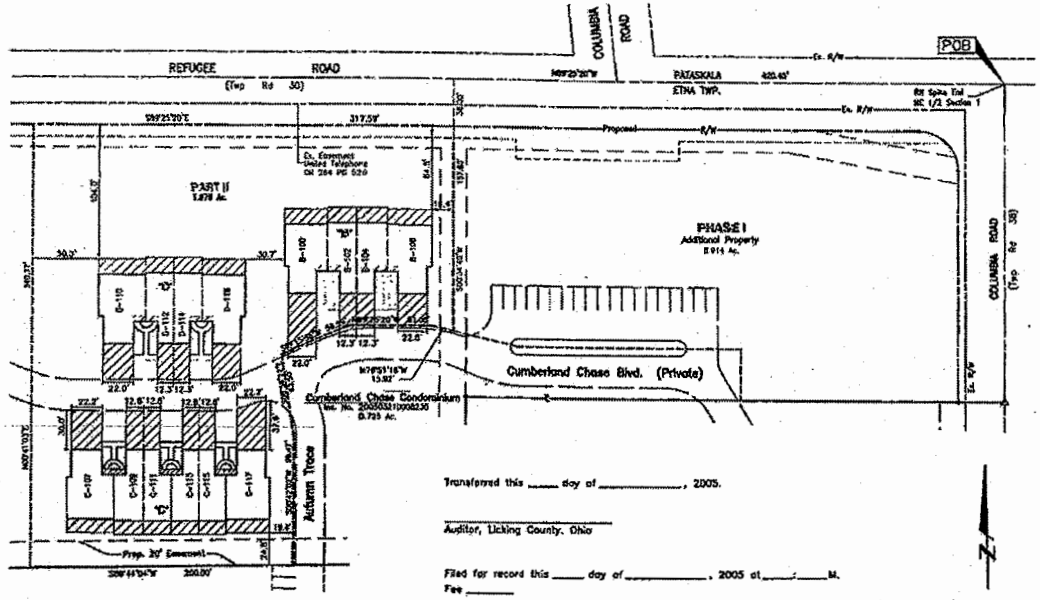
1/13

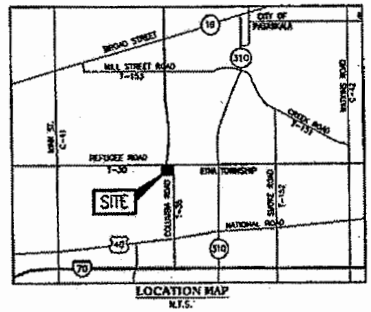
LEGEND

- ℄ Property Line
- ○ Iron Pin Found (PF)
- ● Iron Pin Set
- Limited Common Element
- B-101 Unit Designation
- POB Point of Beginning

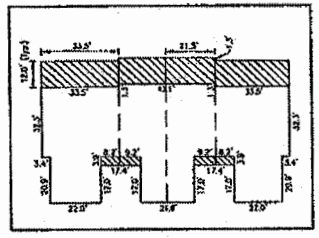
All natural property line dimensions shown are according to recorded deed.

All areas not designated as Units or Limited Common Elements are Common Elements

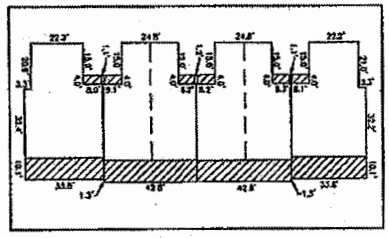




LOCATION MAP
N.T.S.



BUILDING "B" & "D"
Scale: 1" = 30'



BUILDING "C"
Scale: 1" = 30'

Transferred this ____ day of _____, 2005.

_____
Auditor, Licking County, Ohio

Filed for record this ____ day of _____, 2005 at ____:____ M.
Fee _____

Recorded this ____ day of _____, 2005.

_____
Recorder, Licking County, Ohio

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

PLAN PREPARED BY:

E.P. FERRIS AND ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS AND SURVEYORS

STATE OF OHIO
MATTHEW E. FERRIS
S-8230
REGISTERED
PROFESSIONAL SURVEYOR

I certify that this drawing, consisting of thirteen sheets, accurately reflects the location of improvements and recorded easements of property added by the First Amendment to Cumberland Chase Condominium, with respect to the property shown on this drawing for the sole purposes of complying with ORC 5311.07.

By: _____
Matthew E. Ferris, P.E., P.S.
Registered Surveyor No. 8230
Date

I certify that this drawing, consisting of thirteen sheets, accurately shows each building added by the First Amendment to Cumberland Chase Condominium, as built or constructed, with respect to the property shown on this drawing for the sole purposes of complying with ORC 5311.07.

By: _____

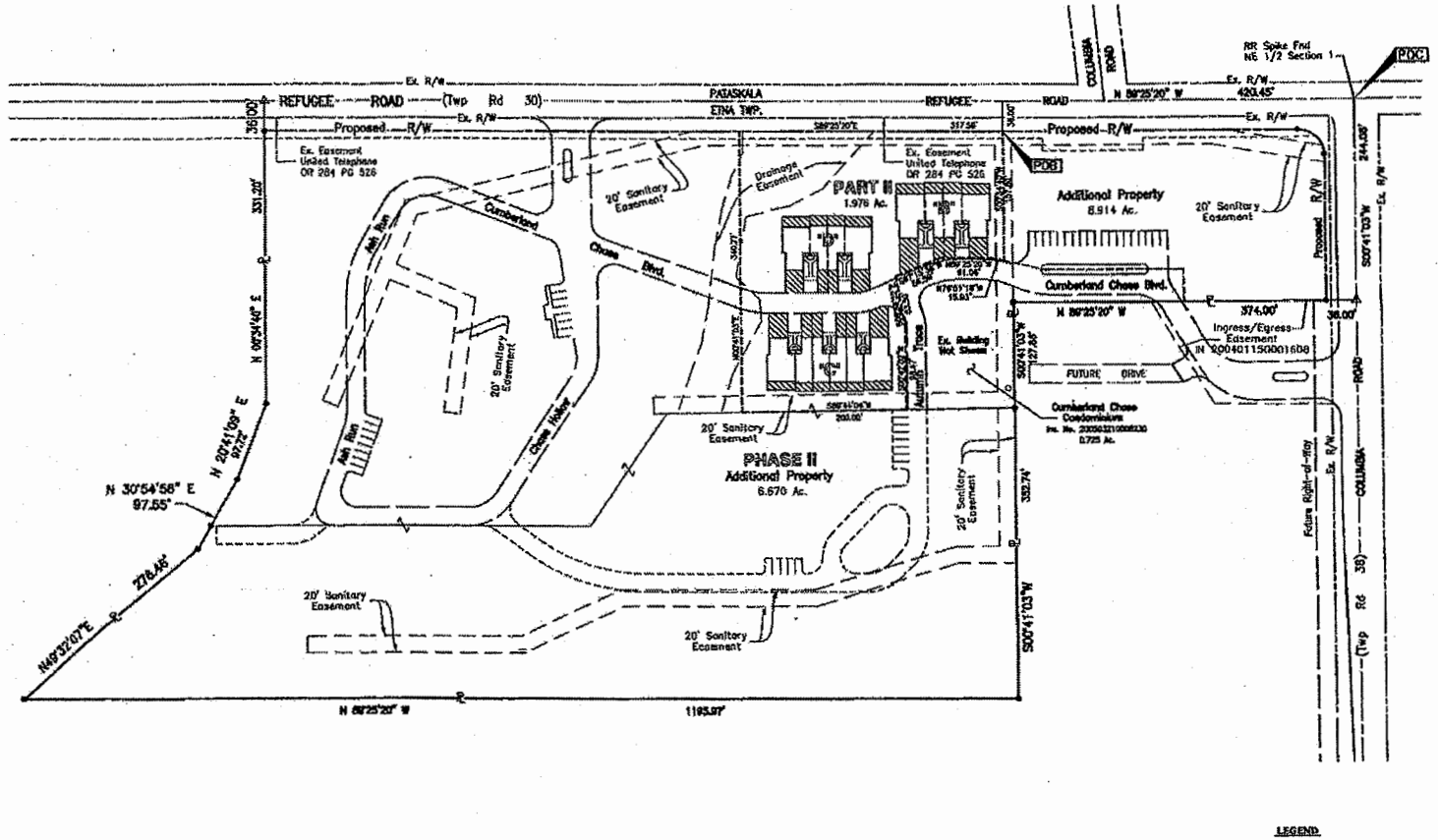
98871-08

EXHIBIT B

FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM

Sketch Plot Plan, Property Added

EXHIBIT "C"
First Amendment
CUMBERLAND CHASE CONDOMINIUM



PLAN PREPARED BY:

E.P. FERRIS AND ASSOCIATES INC.
CONSULTING CIVIL ENGINEERS AND SURVEYORS

EXHIBIT C
FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM
Sketch Plot Plan, Entire Tract

EXHIBIT D

FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM

Unit Types

Type	Composition
Cumberland Club	Two story Unit with a full basement containing a living/dining room, kitchen, one bedroom, powder room, full bathroom, and an attached two car garage at street level, two bedrooms (each with a walk-in closet), two full bathrooms, and a laundry room on the second floor and contains approximately 3,386 gross interior square feet.[1]
Saddlebrook	Two story Unit with a full basement, containing a living/dining room, kitchen, powder room, and an attached one car garage at street level, two bedrooms (each with a walk-in closet), two full bathrooms and a laundry room on the second floor, and contains approximately 2,476 gross interior square feet.[1]
Birkdale	One story ranch style Unit with a basement, containing one bedroom, a living/dining room, kitchen, one full bathroom, one half bathroom, and a one car garage at street level, and contains approximately 1,511 gross interior square feet.[1]
Wentworth	One story ranch style Unit, containing one bedroom, a living/dining room, kitchen, one full bathroom, one half bathroom, and a one car garage at street level, and contains approximately 1,100 gross interior square feet.[1]
Homestead	One story ranch style Unit with a basement, containing two bedrooms, a living/dining room, kitchen, two full bathrooms, one half bathroom, and a two car garage at street level, and contains approximately 2,010 gross interior square feet.[1]
Maidstone	One story ranch style Unit, containing two bedrooms, a living/dining room, kitchen, two full bathrooms, one half bathroom, and a two car garage at street level, and contains approximately 1,350 gross interior square feet.[1]
Prestwick	Two story Unit with a basement containing a living/dining room, kitchen, powder room, attached one car garage, one bedroom, and one full bathroom, and contains approximately 1,800 gross interior square feet.[1]
Turnberry	Two story Unit containing a living/dining room, kitchen, powder room, attached one car garage, one bedroom, and one full bathroom, and contains approximately 1,200 gross interior square feet.[1]
Oakmont	Two story Unit containing a living/dining room, kitchen, powder room, attached one car garage, two bedrooms (some with a walk-in closet), and two full bathrooms, and contains approximately 1,814 gross interior square feet.[1]
Congressional	Two story Unit containing a living/dining room, kitchen, powder room, attached two car garage, three bedrooms (some with a walk-in closet), and two full bathrooms, and contains approximately 2,370 gross interior square feet.[1]
Cypress	Two story Unit containing a living/dining room, kitchen, powder room, attached two car garage, two bedrooms (some with a walk-in closet), and two full bathrooms, and contains approximately 2,004 gross interior square feet.[1]
Greenbrier	Two story Unit with a half basement, containing a living/dining room, kitchen, powder room, attached one car garage, two bedrooms (some with a walk-in closet), and two full bathrooms, and contains approximately 2,311 gross interior square feet.[1]
Olympic	Two story Unit with a half basement, containing a living/dining room, kitchen, powder room, attached two car garage, three bedrooms (some with a walk-in closet), and two full bathrooms, and contains approximately 3,132 gross interior square feet.[1]

EXHIBIT D (Continued)

FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM

Unit Types

Type	Composition
Muirfield	Two story Unit with a half basement, containing a living/dining room, kitchen, powder room, attached two car garage, two bedrooms (some with a walk-in closet), and two full bathrooms, and contains approximately 2,501 gross interior square feet.[1]
Troon	Two story Unit with a full basement, containing a living/dining room, kitchen, powder room, and an attached two car garage at street level, two bedrooms (each with a walk-in closet), and two full bathrooms on the second floor, and contains approximately 2,666 gross interior square feet.[1]

[1] Gross interior square feet means the approximate gross area constituting the Unit at all levels, is measured from the undecorated inner surfaces of its boundary walls, and includes space occupied by interior partitions, staircases and voids, as well as space in the garage, if any, and any basement. This measurement is not the measurement normally used in the real estate industry for sales and leasing purposes.

EXHIBIT E

FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
CUMBERLAND CHASE CONDOMINIUM

Unit Information

I. EXISTING UNITS:

Unit Designation	Unit Address	Unit Type	Par Value	Undivided Interest
A-101	101 Autumn Trace	Cumberland Club	1.00	1/18th
A-103	103 Autumn Trace	Saddlebrook	1.00	1/18th
A-105	105 Autumn Trace	Saddlebrook	1.00	1/18th
A-107	107 Autumn Trace	Cumberland Club	1.00	1/18th

II. UNITS ADDED HEREBY:

Unit Designation	Unit Address	Unit Type	Par Value	Undivided Interest
B-100	100 Cumberland Chase Blvd	Cumberland Club	1.00	1/18th
B-102	102 Cumberland Chase Blvd	Saddlebrook	1.00	1/18th
B-104	104 Cumberland Chase Blvd	Saddlebrook	1.00	1/18th
B-106	106 Cumberland Chase Blvd	Cumberland Club	1.00	1/18th
C-107	107 Cumberland Chase Blvd	Cumberland Club	1.00	1/18th
C-109	109 Cumberland Chase Blvd	Saddlebrook	1.00	1/18th
C-111	111 Cumberland Chase Blvd	Saddlebrook	1.00	1/18th
C-113	113 Cumberland Chase Blvd	Saddlebrook	1.00	1/18th
C-115	115 Cumberland Chase Blvd	Saddlebrook	1.00	1/18th
C-117	117 Cumberland Chase Blvd	Cumberland Club	1.00	1/18th
D-110	110 Cumberland Chase Blvd	Cumberland Club	1.00	1/18th
D-112	112 Cumberland Chase Blvd	Saddlebrook	1.00	1/18th
D-114	114 Cumberland Chase Blvd	Saddlebrook	1.00	1/18th
D-116	116 Cumberland Chase Blvd	Cumberland Club	1.00	1/18th
			TOTAL	18/18ths or 100%

(1) Unit with a screened\enclosed porch

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08/18/2008 9:06AM BXLOVELAND &
Bryan A. Long
Licking County Recorder

CONFORMING AMENDMENT TO DECLARATION OF CONDOMINIUM OF CUMBERLAND CHASE CONDOMINIUM

CERTIFICATE OF AUDITOR

A copy of this Conforming Amendment to the Declaration for Cumberland Chase Condominium was filed with this office on August 18, 2008.

Licking County Auditor

By J. Terry Evans
Deputy Auditor

TRANSFERRED NOT NECESSARY
Date August 18 2008
Licking County Auditor

SEC.319.202 COMPLIED WITH
J. TERRY EVANS, AUDITOR
BY

This instrument prepared by Jonathan E. Adkins, attorney at law, Loveland & Brosius, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-3352.

CONFORMING AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
CUMBERLAND CHASE CONDOMINIUM

This Conforming Amendment to the Declaration of Condominium of Cumberland Chase Condominium (the "Condominium") is made on or as of the 5th day of August, 2008.

Recitals

A. Cumberland Chase Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Cumberland Chase Condominium and the Drawings thereof, recorded, respectively, as Instrument No. 200503210008229 and Instrument No. 200503210008230, both of the records of the Recorder of Licking County, Ohio, and any and all amendments thereto.

B. In order to conform to the requirements now governing the making of a mortgage loan or the purchase, guaranty, or insurance of a mortgage by the Federal National Mortgage Association ("Fannie Mae") and the US Department of Housing and Urban Development ("HUD"), the declarant, MAS Cumberland Corporation, ("Declarant"), desires to cause the Declaration to be amended as hereinafter provided.

C. Pursuant to the provisions of the Condominium Act and Article XVIII of the Declaration, the Declaration may be amended in the respects hereinafter provided, by the Declarant without a vote of the Unit Owners.

D. The changes to the Declaration hereinafter provided do not, in any way, enlarge, diminish, or change the size, location, composition, scope or extent of any existing Unit or the existing Common Elements or Limited Common Elements of the Condominium, nor the Unit designation of any Unit, nor is any change in or to the Drawings for the Condominium made, which Drawings shall remain unaffected by the adoption of this amendment, and shall continue in full force and effect.

E. The sole purpose of this Conforming Amendment to the Declaration is to amend the Declaration to conform to the requirements now governing the making of a mortgage loan or the purchase, guaranty, or insurance of a mortgage by FNMA or HUD.

AMENDMENTS

NOW THEREFORE, Declarant, MAS Cumberland Corporation, hereby certifies that there are no eligible mortgagees and that this Conforming Amendment is made pursuant to authority vested in Declarant by the Declaration pursuant to the provisions of Article XVIII of the Declaration, and hereby amends the Declaration to the extent necessary to conform to the requirements now governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by FNMA or HUD on a Unit, to be effective upon the filing hereof with the Auditor and Recorder of Licking County, Ohio, as follows:

1. The following definition is added to the Definition section of the Declaration:

> "23. "Mortgagee" and "Mortgagees" mean the holder or holders of a valid mortgage or mortgages on a Unit or Units."

2. Article XI, Section 9 of the Declaration is hereby amended by deleting the term "Eligible Mortgagees" from the seventh line of the Section and replacing the same with the term "Mortgagees".

3. Article XI, Section 10 of the Declaration is hereby amended by deleting the term "Eligible Mortgagees" from the fourth line of the Section and replacing the same with the term "Mortgagees".

4. The text of Article XII, Section 2 of the Declaration is deleted in its entirety and the following adopted and inserted in place thereof:

> "Section 2. Election Not to Restore; Termination. The Association may, with the consent of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, and the consent of Mortgagees representing at least fifty-one percent (51%) of the voting power of Units subject to mortgages, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from

the partition sale, shall be distributed among the Owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements."

5. The text of Article XIII, Section 2 of the Declaration is deleted in its entirety and the following adopted and inserted in place thereof:

"Section 2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the consent of Mortgagees representing at least fifty-one percent (51%) of the voting power of Units subject to mortgages. A Mortgagee of a Unit who receives a written request sent by certified or registered mail, return receipt requested, to consent to new plans and specifications, and who does not deliver or post to the requesting party a negative response within sixty (60) days after receipt of the same, shall be deemed to have approved such request and consented to the use of the new plans and specifications."

6. The text of Article XV, Section 3(b)(i) of the Declaration is deleted in its entirety and the following adopted and inserted in place thereof:

"(i) In addition to Operating Assessments, the Board may levy, at any time, Special Assessments for Capital Improvements to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners and the consent of Mortgagees representing at least fifty-one percent (51%) of the voting power of Units subject to mortgages. A Mortgagee of a Unit who receives a written request sent by certified or registered mail, return receipt requested, to consent to the construction of the new capital improvements and the levying of Special Assessments for Capital Improvements to cover the costs thereof, and who does not deliver or post to the requesting party a negative response within sixty (60) days after receipt of the same, shall be deemed to have approved such request and consented to the construction of the new capital improvements and the levying of the Special Assessments for Capital Improvements."

7. The following language is added to the end of Section 16 of Article XVI of the Declaration:

"An amendment to the Declaration adding all or any portion of the Additional Property to the Condominium shall not require the approval of Unit Owners, the Association, or any Mortgagee."

8. The text of Article XVII of the Declaration is deleted in its entirety and the following adopted and inserted in place thereof:

"ARTICLE XVII

NOTICES TO MORTGAGEES; FIRST MORTGAGEE'S RIGHTS CONFIRMED

Section 1. Notices to Mortgagees. Each Mortgagee shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material adverse nature to Mortgagees (without limiting the generality of the following, no addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material or adverse if it is for the purpose of correcting technical errors or for clarification only, for the purpose of meeting the requirements of institutional Mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters, or for the purpose of expanding the Condominium as is provided for in the Condominium Organizational Documents);

(b) any sixty (60) day delinquency in the payment of Assessments or charges owed to the Association by a Unit Owner of a Unit on which it holds a mortgage;

(c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association;

(d) any proposed action that requires the consent of a specified percentage of Mortgagees, as provided in this Declaration; and

(e) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage.

Section 2. First Mortgagee's Rights Confirmed. No provision of the Condominium Organizational Documents gives a Unit Owner or any other party priority over any rights of the first Mortgagee of a Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements."

9. The text of Article XVIII of the Declaration is deleted in its entirety and the following adopted and inserted in place thereof:

"ARTICLE XVIII

AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) or the taking of any of the actions which require the consent of Eligible Mortgagees exercising not less than fifty-one percent (51%) of the Voting Power of Units subject to mortgages held by Eligible Mortgagees, as provided elsewhere herein, shall, in addition to such consents of Eligible Mortgagees, require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. Notwithstanding the foregoing:

(a) except as otherwise provided herein, the consent of all Unit Owners, including Declarant, so long as it owns a Unit or has the right to expand the Condominium, shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

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

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

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

or to impose restrictions, limitations or prohibitions against or inhibiting the rental of any Unit or Units;

(b) the consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners and the consent of Mortgagees on Units whose Owners are entitled to exercise sixty-seven percent (67%) or more of the voting power of Owners of Units that are subject to mortgages shall be required to terminate the Condominium;

(c) in any event, each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable:

(i) to Declarant, for so long as Declarant owns any Unit, to amend the Condominium Organizational Documents, to the extent necessary to (A) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Mortgagees is obtained (if required), or (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, Mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than Declarant, the Declaration shall not be amended to increase the scope or the period of control of Declarant; and

(ii) to the Board, without a vote of Unit Owners, to amend the Declaration in any manner necessary for any of the following purposes:

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

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

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

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

but for no other purpose.

(e) in addition to the consent of Unit Owners set forth in this Article, any addition to, change in, or amendment of the Condominium Organizational Documents of a material adverse nature to Mortgagees must also be agreed to by Mortgagees on Units whose Owners are entitled to exercise fifty-one percent (51%) or more of the voting power of Owners of Units that are subject to mortgages;

A Mortgagee of a Unit who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within sixty (60) days after receipt of the same, shall be deemed to have approved such request.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit Owners and Mortgagees hereinbefore required, or by the Board, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Licking County Auditor and Recorder."

10. This Conforming Amendment neither changes nor affects any other portions or provisions of the aforesaid Declaration, any provision of the Bylaws, the Drawings, or any portions or provisions of any amendments to the Declaration or Drawings, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, this instrument has been duly executed and acknowledged on behalf of Declarant, MAS Cumberland Corporation, on or as of this 5th day of August, 2008 who certifies that this Conforming Amendment is made pursuant to authority vested in Declarant by the Declaration.

MAS Cumberland Corporation,
an Ohio corporation

By _____
Robert W. McLaughlin, Executive Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Robert W. McLaughlin, the Executive Vice President of MAS Cumberland Corporation, an Ohio corporation, on its behalf, this 5th day of August, 2008.

Pamela S. Landolfo
Notary Public

NOTARIAL SEAL STATE OF OHIO

PAMELA S. LANDOLFO
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 12-18-08

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Pgs: 9 $112.00 T20110026357
12/28/2011 9:13AM BXGIVEN BACK
Bryan A. Long
Licking County Recorder

**SUPPLEMENTAL AMENDMENT
TO DECLARATION OF CONDOMINIUM OF
CUMBERLAND CHASE CONDOMINIUM**

This Supplemental Amendment to the Declaration of CUMBERLAND CHASE CONDOMINIUM is made on or as of this 15 day of DECEMBER, 2011.

Recitals

A. Cumberland Chase Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Cumberland Chase Condominium and the Drawings thereof, recorded, respectively, as Instrument No. 200503210008229 and Instrument No. 200503210008230, both of the records of the Recorder of Licking County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVI, Section 3 of the Declaration and the provisions of Section 5311.06(C) of the Condominium Act, the Declarant, MAS Cumberland Corporation, an Ohio corporation, has (1) the right to expand the Condominium for a period of seven years from the date the Declaration was filed for record with the Licking County Recorder; and (2) the right, with the consent of a majority of the Unit Owners, other than Declarant, to extend the original time period for an additional seven years, if the right to extend the original time period is exercised within six (6) months prior to the expiration of that original seven (7) year period.

C. Pursuant to the provisions of Article XVI, Section 3 of the Declaration and pursuant to the provisions of the Condominium Act, Declarant desires, by this amendment, to exercise its right to renew its option to expand the Condominium Property for an additional seven (7) year time period to expire at the end of March 20, 2019.

D. Declarant has exercised its option to extend the time period for expanding the Condominium Property for an additional seven (7) year time period within six (6) months prior to the expiration of the original seven (7) year time period.

E. A majority of the Unit Owners, other than the Declarant, has consented to the extension of the original expansion time period for an additional seven years.

Amendment

NOW THEREFORE, the undersigned, Declarant, with the written consent of a majority of the Unit Owners, other than Declarant, as evidenced by the consents attached hereto as Exhibit A and made a part hereof by this reference, hereby extends the right and option of the Declarant, and/or its successors and assigns, to expand the Condominium Property to include all or any portion of the Additional Property described in the Declaration and Units and other improvements constructed thereon for an additional seven (7) year period as provided for in the Declaration. Accordingly, the time limit for expanding the Condominium Property is hereby extended to the end of March 20, 2019.

(Continued next page)

CERTIFICATE OF AUDITOR

A copy of this Supplemental Amendment to the Declaration for Cumberland Chase Condominium was filed with this office on December 28, 2011.

Licking County Auditor

By Brenda J. Fox
Deputy Auditor

All other provisions of the Declaration, Bylaws and Drawings, and any amendments to the foregoing, not specifically amended hereby shall continue in full force and effect, unaffected hereby.

IN TESTIMONY WHEREOF, the undersigned has executed and acknowledged this instrument this 15 day of DECEMBER, 2011.

MAS CUMBERLAND CORPORATION,
an Ohio corporation

By: _____

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Robert W. McLaughlin, the Executive Vice President of MAS Cumberland Corporation, the Declarant, an Ohio corporation, on behalf of and as the act and deed of said corporation, this 15th day of December, 2011.

Linda Singer-Brewer
Notary Public

Linda Singer-Brewer
Notary Public, State of Ohio
My Commission Expires 06-17-13

This instrument prepared by Calvin T. Johnson, Jr., Attorney at Law, Loveland & Brosius, LLC, 50 West Broad Street, Columbus, Ohio 43215-5917.

CONSENT AND AGREEMENT Exhibit A

November 17, 2011

The undersigned, the sole Owner or Owners of Unit 107 of Cumberland Chase Condominium (the "Condominium") hereby consent(s) and agree(s) to the Supplemental Amendment to the Declaration of Condominium for Cumberland Chase Condominium extending the right of the Declarant, MAS Cumberland Corporation, and/or its successors and assigns, to expand the Condominium to include all or a portion of the remaining Additional Property described in the Declaration and Units and other improvements constructed thereon for an additional seven year period as provided in the Declaration and Chapter 5311 of the Ohio Revised Code and expiring at the end of March 20, 2019.

Theodore S. Kibble
Unit Owner

(Print Name) THEODORE S. KIBBLE

Mary C. Kibble
Unit Owner

(Print Name) MARY C. KIBBLE

RECEIVED
NOV 22 2011

CONSENT AND AGREEMENT Exhibit A

Nov. 17, 2011

The undersigned, the sole Owner or Owners of Unit 109 of Cumberland Chase Condominium (the "Condominium") hereby consent(s) and agree(s) to the Supplemental Amendment to the Declaration of Condominium for Cumberland Chase Condominium extending the right of the Declarant, MAS Cumberland Corporation, and/or its successors and assigns, to expand the Condominium to include all or a portion of the remaining Additional Property described in the Declaration and Units and other improvements constructed thereon for an additional seven year period as provided in the Declaration and Chapter 5311 of the Ohio Revised Code and expiring at the end of March 20, 2019.

Rebecca M. Murphy
Unit Owner

(Print Name) Rebecca Murphy

Unit Owner

(Print Name) _____

RECEIVED
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ok

CONSENT AND AGREEMENT Exhibit A

Nov 17, 2011

The undersigned, the sole Owner or Owners of Unit 111 of Cumberland Chase Condominium (the "Condominium") hereby consent(s) and agree(s) to the Supplemental Amendment to the Declaration of Condominium for Cumberland Chase Condominium extending the right of the Declarant, MAS Cumberland Corporation, and/or its successors and assigns, to expand the Condominium to include all or a portion of the remaining Additional Property described in the Declaration and Units and other improvements constructed thereon for an additional seven year period as provided in the Declaration and Chapter 5311 of the Ohio Revised Code and expiring at the end of March 20, 2019.

Pamela J Reed
Unit Owner

(Print Name) Pamela J Reed

Unit Owner

(Print Name) _____

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OK

CONSENT AND AGREEMENT Exhibit A

Nov. 14, 2011

The undersigned, the sole Owner or Owners of Unit 112 of Cumberland Chase Condominium (the "Condominium") hereby consent(s) and agree(s) to the Supplemental Amendment to the Declaration of Condominium for Cumberland Chase Condominium extending the right of the Declarant, MAS Cumberland Corporation, and/or its successors and assigns, to expand the Condominium to include all or a portion of the remaining Additional Property described in the Declaration and Units and other improvements constructed thereon for an additional seven year period as provided in the Declaration and Chapter 5311 of the Ohio Revised Code and expiring at the end of March 20, 2019.

Sharon Zebringer
Unit Owner

(Print Name) Sharon Zebringer

Jim Zebringer
Unit Owner

(Print Name) Jim Zebringer

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OK ✓

CONSENT AND AGREEMENT Exhibit A

Nov. 17, 2011

The undersigned, the sole Owner or Owners of Unit 114 of Cumberland Chase Condominium (the "Condominium") hereby consent(s) and agree(s) to the Supplemental Amendment to the Declaration of Condominium for Cumberland Chase Condominium extending the right of the Declarant, MAS Cumberland Corporation, and/or its successors and assigns, to expand the Condominium to include all or a portion of the remaining Additional Property described in the Declaration and Units and other improvements constructed thereon for an additional seven year period as provided in the Declaration and Chapter 5311 of the Ohio Revised Code and expiring at the end of March 20, 2019.

Unit Owner

(Print Name) Rhonda Dunder

Unit Owner

(Print Name) _____

RECEIVED
NOV 18 2011

OK V.

CONSENT AND AGREEMENT

Exhibit A

Nov 5, 2011

The undersigned, the sole Owner or Owners of Unit 101 Autumn Trace of Cumberland Chase Condominium (the "Condominium") hereby consent(s) and agree(s) to the Supplemental Amendment to the Declaration of Condominium for Cumberland Chase Condominium extending the right of the Declarant, MAS Cumberland Corporation, and/or its successors and assigns, to expand the Condominium to include all or a portion of the remaining Additional Property described in the Declaration and Units and other improvements constructed thereon for an additional seven year period as provided in the Declaration and Chapter 5311 of the Ohio Revised Code and expiring at the end of March 20, 2019.

GERMAN VILLAGE HOLDINGS

Unit Owner

(Print Name) Debora F. Muncie

Unit Owner

(Print Name) Julia D'Elia

CONSENT AND AGREEMENT

Exhibit A

Nov 17, 2011

The undersigned, the sole Owner or Owners of Unit 103 Autumn Trace of Cumberland Chase Condominium (the "Condominium") hereby consent(s) and agree(s) to the Supplemental Amendment to the Declaration of Condominium for Cumberland Chase Condominium extending the right of the Declarant, MAS Cumberland Corporation, and/or its successors and assigns, to expand the Condominium to include all or a portion of the remaining Additional Property described in the Declaration and Units and other improvements constructed thereon for an additional seven year period as provided in the Declaration and Chapter 5311 of the Ohio Revised Code and expiring at the end of March 20, 2019.

GERMAN VILLAGE HOLDINGS

Unit Owner

(Print Name) Debora F. Muncie

Unit Owner

(Print Name) Julia D'ELIA