CHIPPEWILL CONDOMINIUM
UNIT OWNERS ASSOCIATION

HANDBOOK

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Edited and Adopted by:
2020 Chippewill Board of Directors

It is the Chippewill Board of Directors' pleasure to share with you, as our Association members, this edition of the Unit Owners Handbook. Please take the time to familiarize yourself with the contents of this handbook and provide a copy of this and the Amended Declarations and By-Laws to prospective buyers, and any real estate agent selling your property.

TABLE OF CONTENTS

Condominium Ownership	1
General Description of Condominium Property	2
Property Definitions	2
Management and operations	3
Finances of the Association	3
Monthly Fees	3
Delinquencies	4
Individual Unit Guidelines	4
Maintenance Responsibilities	6
Fire Alarm System	7
Trash and Recycling	8
Insurance	8
Utilities	8
Water, Sewage (water main shutoff valve)	9
Outdoor Water Faucets	9
Electricity	9
Common Area Lighting	10
Exterior Unit Lighting Fixtures	10
Owner Installed Outdoor Lights and Landscaping	10
Basement Drainage	10
Pet Guidelines	11
Architectural Guidelines	12
Interior Improvements	12
Modifications Allowed without Board Approval	12
Modifications Permitted With Board Approval	12
Exterior Modifications	12
Decks and Patios	12
Window & Sliding Glass Door Replacement	13
Modifications Not Permitted	13
Neighbor Disputes	13
Parking	14
Pool Access Rules	15
Pool Pass Cards	15
Pool Rules and Guidelines	16
Appendix A - What do Condo Fees Cover	18
Appendix B – Contact Information	19

CONDOMINIUM OWNERSHIP

As an owner of a Chippewill Condominium you automatically become a member of the Chippewill Condominium Unit Owner's Association. The Association is incorporated as "a not for profit" corporation under the Ohio Nonprofit Corporation Law.

The instruments by and through which the Chippewill Condominium Unit Owners' Association fulfills its Articles of Incorporation are (1) the Amended Declaration of Condominium Ownership, (2) the Amended Bylaws of the Association, (both of which are filed and recorded with the Franklin County Recorder and available on the association website at www.littleturtle.com), (3) this Handbook and any subsequent rules as approved by the Board of Directors. All of these documents are published and available to unit owners, and by acquisition of an ownership Interest in a unit, each member of the Association is in effect contractually bound by the covenants and provisions of these documents.

These documents described above provide the guidelines associated with condominium ownership. You not only own your own condominium but also share ownership along with your neighbors in the entire condominium property. This shared ownership creates certain responsibilities on your part toward the common areas and limited common areas (terms that you will become familiar with and that are not normally associated with ownership of a single family home). Also you will find that certain courtesies and rights are imperative in the daily contact you will have with your neighbors.

At an Annual Meeting held in May of each year, owners vote to elect a Board of Directors. The Board manages the financial affairs and operations of the Association. Pursuant to the Amended Bylaws of the Association, Article IV, Section 4, entitled Rules and Regulations, the Board of Directors may adopt reasonable rules and amend the same as the members of the Board deem advisable for the maintenance, conservation and beautification of the Property and for the health, comfort, safety, and general welfare of the unit owners and occupants. A Property Manager (see Appendix B) assists the Board in fulfilling its responsibilities.

Notice is given to all unit owners in advance of the Annual Meeting and any special meetings which may be held when required by the Board. If a unit owner is unable to attend the Annual Meeting, the owner may cast a vote by proxy should a vote be necessary. Proxy forms are prepared and mailed to each owner prior to the meeting.

In the event there should be an inadvertent discrepancy between what is expressed in this Handbook with any provisions of the Amended Declaration or of the Amended Bylaws, the provisions of the Amended Declaration and of the Amended Bylaws shall govern.

Violation of the Declarations and Bylaws and the rules and regulations of the handbook, may result in enforcement fines.

CONDOMINIUM OWNERSHIP- continued

Please take every opportunity to participate in the affairs of our community. It is made up of people who share a wide range of talents, interests and lifestyles. Interaction between our members provides opportunities for friendship and neighborliness. Because of the variety and closeness inherent in condominium living, your cooperation in the management of our community is very important to all of us. Although there are many similarities between single family home and condominium unit ownership, this handbook will help summarize the differences and define key points and enforceable rules and regulations.

GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY

The Chippewill Condominium property is located in the City of Columbus and consists of 35 residential structures situated on approximately 30 acres. The property comprises in total, 250 individual units with the swimming pool, a maintenance garage, the freestanding building housing the pool facilities, and the lanes (please note that Blue Jacket is a dedicated street and thus the City of Columbus is responsible for maintenance), plus property improvements such as lighting, drainage, landscaping, trees, parking areas, paving, etc.

Ownership consists of only two types: units (individually owned, single, freehold estates) and common areas (owned in common by each unit owner according to the percentage of ownership as set forth in the Amended Declaration and Amended Bylaws).

The property is actually divided into three distinct, though not necessarily separate, elements of responsibility as relates to management, maintenance, and repair obligations: units, common areas, and limited common areas. Association and unit owner obligations with respect to these three areas are explained in more detail within the Amended Bylaws.

DEFINITIONS

INDIVIDUAL UNITS - Each unit constitutes a single freehold estate and consists of all the space bounded by the undecorated interior surfaces of the perimeter walls, and the basement. This includes the plumbing and electrical systems within the walls.

COMMON AREAS - Common areas and facilities shall consist of all parts of the property except the units. The preservation of these areas is dependent on the cooperation of each unit owner and/or resident. Any damage to the common areas caused by a unit owner, child, guest or renter of a unit owner, will be repaired at the expense of that unit owner.

LIMITED COMMON AREAS - Limited Common areas are those areas exclusively serving a unit (such as balconies, patios, decks and garages). Although these areas are for the private use of individual residents, they are subject to the rules and regulations of the Association.

MANAGEMENT AND OPERATIONS

The Board of Directors oversees and directs maintenance issues, community and financial affairs, engaging legal, accounting, and other professional counsel as necessary to assist in the conduct of association business. Daily operations are currently managed through a third party property management association (see Appendix B) and the on-site Maintenance Manager.

Unit owners are discouraged from engaging in policy dialogue regarding maintenance, repair or grounds care with any of the service providers under contract with the Association. All matters regarding maintenance should be directed to the Management Company (see Appendix B).

FINANCES OF THE ASSOCIATION

Financial planning and budgeting by the Board involves estimating annual operating expenses that include building repairs and maintenance, landscape service, common area and swimming pool maintenance, insurance and any other short term expenses that are deemed necessary for that fiscal year.

In addition to annual operating expenses, the Board determines annual reserve fees that are set aside for the purpose of capital improvements such as road repairs, roof replacement and building rehabilitation. The board may levy special assessments that exceed reserves for this purpose. Please refer to the Amended Bylaws Section 9, Paragraph ii(a) and the Ohio revised Code 5311.081(A)(1) for more information. These documents are available at the website www.littleturtle.com.

MONTHLY FEES

In November of each year the Board establishes a budget for the projected expenses of the coming year and an amount to be added to the capital reserve fund. The estimated total expenses for the year are then assessed to each unit owner in proportion to his percentage of ownership. In December, each unit owner is sent a copy of the Board approved budget and is advised as to the amount of the assessment for the next year which is payable in 12 equal monthly installments. The unit owner's monthly fee, including any additional assessment, is due and payable to the Association on the first day of each month. Payments are considered late if not received by the 10th of the month. An administrative late charge of $25.00 per month shall be incurred for any late payment and on any unpaid balances. To avoid late fees it is extremely important that each owner remit his/her payment promptly. See Appendix A on page 16 for a list of items covered by the monthly fees.

To have your monthly fee automatically deducted from your bank account, contact ClickPay (the payment platform) directly at (844) 550-0336, for an ACH Authorization to have the payment withdrawn from your account each month. (see Appendix B for processing fee details). Or you can mail a check, cashier's check or money order: Sentry Management, P.O. Box 30437, Tampa, FL 33630-3437 made payable to the Chippewill Condominium Unit Owner's Association.

DELINQUENCIES

Unfortunately some unit owners do not pay their monthly fees on time or at all. The financial burden of unpaid fees then falls upon those responsible owners who do fulfill their obligations to support the Association's needs. Therefore the following Chippewill Collection Policy was approved by the Board of Directors on May 19, 2009 and remains in force:

Any payments including late fees made shall be applied in the following order:

1. Interest and/or administrative fees owed to the Association.
2. Collection costs and attorney's fees incurred by the Association.
3. Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien and/or foreclosure to be filed against the unit.
5. Any costs, including attorney's fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.
6. If any owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the association may, but shall not be obligated to, undertake such performance or cure for such violation and shall charge and collect from said owner the entire cost and expense, including reasonable attorney fees, of such performance or cure incurred by the association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

INDIVIDUAL UNIT GUIDELINES

We all have a common investment and wish to see Chippewill be a happy and rewarding experience for every resident. This can be accomplished only if the following guidelines are strictly observed by each resident:

No sign of any kind is allowed for public display except that a single sign advertising a unit for sale, lease or rent is permitted on the interior side of a window of the unit.

Flags should be displayed under proper protocol.

Nothing should be done in any unit which may impair the structural integrity of the building.

Minor routine maintenance of automobiles and motorcycles is permitted in garages, but garages are restricted from being used as a facility for the repair, overhaul and/or painting of cars, trucks, motorcycles and boats.

No engine oil or any other polluting substance is allowed to be dumped in any storm sewer on the property. All storm sewers drain into the ravines and ponds located throughout the property.

INDIVIDUAL UNIT GUIDELINES - continued

Individual unit owner garage sales are strictly prohibited. During the spring each year (usually in June) the Association is part of a community-wide Little Turtle annual garage sale, and residents are encouraged to participate at that time.

Do not stack firewood against units, garages, fences or on decks. Place firewood in a log-holding device which provides support and allows air circulation to siding, fence and deck wood.

Do not install indoor/outdoor carpet on decks. Indoor/outdoor carpet laid wall to wall on decks is strongly discouraged as this retains moisture and causes potential damage to the deck boards which are unit owner responsibility for replacement.

Do not add top-soil in enclosed patio areas above the bottom fence line. Patio fences are not designed to withstand the pressure of dirt against fence boards.

Fireplaces were designed for burning natural wood logs only. Do not burn store-bought pressed logs which burn too hot. Do not overload the firebox. To prevent chimney fires periodic flue inspections and cleaning by a professional chimney sweep are unit owner responsibility.

A Level 2 inspection must be conducted at least once per year for any unit using their wood burning fireplace. For homeowners who choose not to use their fireplace, a form must be signed each year stating that it will not be used for the year and agree to the terms that a Level 2 inspection must be completed prior to use. If homeowner chooses not to use the fireplace at all, a Level 2 inspection will be required every 3 years.

If at any point in time, a fireplace is determined unsafe to use, the owner, at their expense, is required to do 1 of the following:

1. Install new fireplace/piping and chimney chase cap;
2. Convert to electric fireplace (including pull/remove firebox, seal and new chimney chase cap; or
3. Pull/remove firebox, seal, new chimney chase cap and block off.

Note: **An ARCH Request Form is required to be submitted to the BOD for approval prior to any work being done.**

Barbecue grills (propane or charcoal) should not be used on wooden decks. When in use, they must be kept away (10 feet) from all walls and fences.

Report immediately all incidents of forced entry, theft, vandalism, etc. to the Columbus Police.

MAINTENANCE RESPONSIBILITIES

Sometimes a problem with a device in your unit could also mean a problem in a connecting unit. We added this section to help with basic maintenance items that a resident might not be familiar with. Always consult your item manual for the manufacturer's suggested maintenance tips and troubleshooting tips, especially if you were not the original purchaser of the item or appliance.

Unit owners are responsible for the interior repairs of their unit. Owners are permitted the exclusive use, and are responsible for repairs of limited common property in accordance with the Amended Bylaws. All unit owners have an investment in the Chippewill property that can only be safeguarded if each and every owner will take the time and interest in caring for his/her surrounding areas.

If an owner/resident finds an area that needs repair and it is the responsibility of the Association (see Appendix A) they should contact the Management Company listed in Appendix B by phone or email and ask for a work order to be prepared. Work orders are completed in order of importance. This includes roof repairs and maintenance of the buildings, exteriors and fences.

The Association is responsible for repairs to the chimney chase if you have a fireplace. This includes the chase cover but not the flue cap and collar which is the owner's responsibility.

The Association has installed aluminum garage doors and will paint them as necessary. It will also repair any damage caused by an Association employee or contractor but it is the owner's responsibility to maintain the garage door and the mechanical operation of the door.

It is to every unit owner's benefit that the Association makes timely and reasonable repairs to the common property. The Association's ability to do so, however, is dependent upon its finances. For this reason it is not unreasonable to expect that certain repairs will require financial planning, through the Association's operating budget, before these repairs can be made. For example, structural repairs to buildings are usually budgeted on a priority basis. Structural repairs include repairs to foundations, basement floors, and patio/balcony decks

FIRE ALARM SYSTEM

All Chippewill Condominium units are equipped with a comprehensive fire detection system consisting of smoke detectors: one in each bedroom, one on the main floor and one in the basement. In addition a heat sensor is placed in the attic. Each individual unit has a control panel that is usually mounted in the kitchen or near the front door. This system is wireless and monitored by an alarm company (see Appendix B). In the event that one of the sensors is activated by smoke or heat, an alarm will sound and the unit owner will be contacted immediately by the monitoring company. **For this reason every home owner must provide the monitoring company with at least one contact phone number and a password.** This system is active only in individual units and is not active throughout the building as was the previous system. **New owners should contact the monitoring company to set up their system.**

If the unit owner cannot be contacted to determine the cause of any alarm, or the unit owner confirms that there is a fire, the Fire Department will be called. Of course if a fire is discovered in the unit the resident should call the Fire Department or 911 immediately. This alarm system brings with it a high level of personal and collective security along with some very important resident responsibilities. Resident-activated false alarms cause unnecessary concern and inconvenience to neighbors. They also cause needless runs by the Fire Department. The association can be fined for excessive false alarms and this expense will be passed on to any resident causing a false alarm.

Biennial alarm inspections and testing are done in order to ensure that the alarm system is operating according to its design specifications. Residents will be notified in advance of their scheduled inspection day. The Association and/or its bonded representatives must have access to each unit on inspection day. Any resident that fails to provide the Association and/or its bonded representatives access to his/her unit on the scheduled inspection day is liable for any fees that the Association may incur in gaining access to or for rescheduling the inspection of the resident's unit. These fees typically run in excess of $150.00.

TRASH & RECYCLING

The City of Columbus Sanitation Department picks up trash and garbage that has been placed outside in the green containers provided by the city. Garbage collection is weekly with collection moving forward one day after each holiday. Collection days (and their changes) are published online and in the Association Newsletter. The Chippewill Condominium collection color is GRAY. You may call the Columbus Sanitation Department at 614 645 GRAY to determine your collection day. You may also call this number to arrange for a special pick up of large items (free bulk pickup) or to have a damaged container replaced at no charge

Recycle Materials are placed in the blue containers which are collected every week, usually on a Friday except for a holiday week. Then the collection day will move to Saturday.

Yard waste (leaves, sticks, dead plants, etc.) should be contained in large paper bags obtained at many local stores. The bags can be placed outside on the same day as the recycle bins.

Containers should not be placed outside until the evening before collection day. Do not leave trash and recycle containers out after they are emptied. Store them in the garage within 24 hours of pick up. Containers are not to be left outside on a permanent basis. Containers not properly stored after grace period may be subject to fines.

INSURANCE

The Association provides casualty and liability insurance for the common property, i.e., buildings and grounds. For any damage to the condominium buildings such as a fire, the resident should contact the management company to determine what is covered by the master policy. Any damage caused to the common areas will be repaired by the Association. But any concurrent damage to the personal property of residents is the responsibility of the resident.

Residents are obligated to insure themselves and their possessions against personal liability for loss or damage. In addition, each resident should insure any additions and improvements to his/her units. Limited common property, wall coverings, carpeting or special floor coverings, as well as appliances, should be insured by the unit owner. Each unit, when constructed, was left with an unfinished basement. Therefore, any improvements to the basement areas such as paneling, drywall, ceiling material, and lighting fixtures should be insured by the unit owner

The standard homeowner policy for a condominium is an HO6 policy. Please review this policy with your insurance agent to make sure that it includes any additions and modifications that you or any previous owners have made. Questions regarding the type and amount of insurance provided by the Association should be directed to the Board or the Management Company.

UTILITIES

Water, sewer and electricity services are the financial responsibility of each unit owner and payable directly to the third party provider. Generally the pipes, wiring, meters, and service apparatus that supply water and electricity to each individual unit are limited common property and the responsibility of each unit owner.

WATER & SEWAGE

Each building has a main water line running the length of the building. The water line that supplies each individual unit is connected or "Tee-d" to this building main. The cold water supply line for your unit enters the building through the foundation wall and is located either under the basement stairwell, or in the laundry room. A meter has been installed at this point which measures the amount of water used in your unit each month. This usage is transmitted wirelessly to a central location. For this water usage you will receive a monthly bill from Spectrum Utilities and it is your responsibility to pay this bill promptly. Unpaid water bills are considered to be delinquent and will be added to your monthly condominium fee.

A water shutoff valve for your unit is located at the point where this line passes through the foundation wall. The shutoff valve is located just below the water meter. It is recommended that this water line be shut off during any extended periods of absence in the wintertime. Any heat failure could cause water pipes to freeze and burst. Before the water is shut off from the main shutoff valve, the hot water tank should be turned to low.

Each unit owner is responsible for any blockage of sewer lines which affects his/her unit only, regardless of where that blockage is located. Any sewer blockage which affects two or more units is the responsibility of the Association.

OUTDOOR WATER FAUCETS

Most units, excluding second floor Flat units, are equipped with one perma-frost outdoor water spigot in the kitchen patio area or near the front door. Before the first frost each year, the unit owner should winterize the outdoor spigots by turning off the inside valve which is usually found in the basement. Then open the outside faucet, and let all the water drain out. It is important to leave the outside valve "on" while draining the supply pipe in order to break any vacuum air-lock that may prevent the pipe from draining properly. It is also best to leave the outside faucet "on" in the unlikely event of a line break. This procedure can be reversed in the spring when all danger of frost is past so the outdoor spigot can be used again.

Unit owners need Board of Directors approval prior to having additional outdoor spigots installed. Installation must be performed by a licensed plumber, and any future maintenance or repairs to these spigots will be paid for by the unit owner.

ELECTRICITY

Each building has one or more electrical service fireboxes housing the electrical meter and an shutoff breaker for each unit in that building. The electrical meter firebox, but not its contents, is the responsibility of the Association. The electrical meter is the responsibility of the electric company. The wiring and breaker running from each electric meter to each unit's electrical fuse or breaker box is limited common property and the responsibility of each individual unit owner.

COMMON AREA LIGHTING

The common area lighting consists of street lights, parking courtyard lighting, and sidewalk lighting (mounted on the garages). Any repair of these fixtures should be directed to the Association's Management Company. At no time should any Common Area lighting be disconnected from its electrical source, either by physical disconnection or electrical shutoff.

EXTERIOR UNIT LIGHTING FIXTURES

Each unit has four or five outdoor limited common property light fixtures: the front porch, enclosed kitchen patio or deck, walkout basement patio (where applicable), balcony and garage. These fixtures are the responsibility of unit owners to maintain. Owners however, cannot replace these light fixtures without Board approval.

OWNER INSTALLED OUTDOOR LIGHTS AND LANDSCAPING

Unit owners are encouraged to plant shrubs and flowers in and around their limited common areas. Owners should check with the Board before planting trees as long roots can be harmful to building foundations. Plantings in areas that may be construed as common areas are also encouraged but should be reviewed by the Board. If there is any question as to whether an area is limited common or common property, please consult the Board or the Maintenance Manager for approval. Unit owners may also install landscape lighting. However, in order to ensure the aesthetic integrity of our property, landscape lighting should be reviewed by the Board.

BASEMENT DRAINAGE AND SAFETY

SUMP PUMPS

As constructed, all units have a network of underground drains located beneath the basement floor. This network of drain pipes and the weep holes in the foundation blocks that feed these drain pipes is called the weep system. The weep system helps relieve water buildup beneath the basement floor and relieves water pressure from against the foundation walls. At the first sign of a wet or damp basement, the Association's Management Company should be called.

In addition to the weep system, all units with below grade basements (units not located on the ravine) are equipped with a sump pump. The pump helps the weep system operate efficiently in heavy rains by discharging at a rapid rate the water collected in the weep drains to an outside drain line or pit. Sump pumps that do not operate properly allow water and silt to collect in the weep drains. Over time the weep system may become clogged. Wet basements may be the result of a clogged weep system, and it is very expensive to unblock a clogged weep system. For this reason, unit owners are required to keep their sump pumps in proper working order.

Periodic inspection of the sump pump is necessary ensure that it is working. While weep systems are common property (the responsibility of the Association), weep system repair to units caused by an inoperable sump pump is the responsibility of that unit's owner.

BASEMENT DRAINAGE AND SAFETY - continued

FLOOR DRAINS

Townhouse units with basements are equipped according to code with a laundry room floor drain. Residents are advised to keep this floor drain unobstructed from tile, linoleum, carpet, or other floor coverings. In the event of a water leak, burst pipe or hose, or cracked hot water heater, the laundry room floor drain must be able to drain the basement area.

LAUNDRY AREA DRYER VENTS

Clothes dryers must be vented to the outside of the building and installed according to the manufacturer's instructions. Only use materials sold for this purpose. It is important to check periodically for lint build up and to clean the lint trap on the dryer after each load. Lint build up at worst can cause a dryer fire, at the least causes longer operating dryer time. This is not only expensive in added electricity use, but environmentally unfriendly.

PET GUIDELINES

The **unattended** use of the common areas by pets is not permitted. Dogs and cats are not allowed free access to the common areas and are to be leashed at all times or restrained within each unit owner's limited common property. **No exceptions**. Unit owners may not chain or rope their pets to any type of restraint device, either permanently or temporarily attached to the condominium property, for the purpose of unattended use.

Unit owners are responsible for removing the excrement of their dogs from the condominium property. Throughout the property the association has provided pet waste stations with bags and containers for the disposal of pet waste. Please use these facilities for their intended purpose.

Any common area property damage caused by pets is the responsibility of their owners and assessments will be levied for the repairs or removal of pet waste.

Unit owners are not allowed to walk their dogs in any part of the recreational area encompassing the swimming pool. Pets are not permitted inside the pool compound.

VIOLATIONS AND ENFORCEMENT FINES

Owners who are in violation of the rules will be sent an initial letter to correct or cure the violation. If the owner continues to be in violation, the owner will be sent a second letter, which is an enforcement assessment with a right to a hearing with the Board. Enforcement fines of $200.00 will be charged to the unit owner's account.

ARCHITECTURAL GUIDELINES

INTERIOR IMPROVEMENTS

Owners are free to modify or improve the interior furnishings of their units. However, any modifications or alterations to the structure or structural components of the interior walls, such as moving or relocating wall partitions, or cutting holes in roofs or perimeter walls must be approved by the Board of Directors.

MODIFICATIONS ALLOWED WITHOUT BOARD APPROVAL

Free-standing and hanging potted "live" plants are encouraged (no plastic plants please!) along with planting of annual and perennial flowers in any existing bed. Cooperation with neighbors is encouraged. Please note that any creation of new beds requires Board approval. Natural wood (cedar or redwood) planter boxes on deck rails are approved. Caution should be taken to ensure that no damage is done to the unit or rail, as the unit owner is responsible for repairing any damages. **All types of outdoor feeders (including bird feeders) which dispense seeds, nuts, corn, bread, suet etc. to birds or other animals are prohibited.** Residents are permitted to have one freestanding hummingbird feeder which dispenses sugar water.

Front doors to units (doors only, not the frame) may be painted black or dark brown in color. Storm doors have been approved by the Board. They must be black, bronze tone or dark brown in color, and they must be attached to the existing door frame.

MODIFICATIONS PERMITTED WITH BOARD APPROVAL

EXTERIOR MODIFICATIONS

All exterior modifications must be in keeping with the character of the community and must be approved before any such work is begun. This includes the installation of satellite dishes, for which the resident must submit a "REQUEST FOR APPROVAL TO INSTALL." For any other exterior modification to be considered by the Board of Directors, the homeowner must complete an "ARCHITECTURAL CHANGE REQUEST" form and submit it to the Board, along with appropriate, supporting materials. This form can be found on the website or obtained from the management company. The homeowner is responsible for the maintenance of all exterior modifications. Unapproved modifications may result in removal or an enforcement assessment.

DECKS AND PATIOS

Any plans for deck additions or alterations must be reviewed by the Board for architectural approval. There are no exceptions. Because decks are built on "limited common" property, strict construction methods, with quality materials, are enforced. Detailed drawings of the proposed deck, to be constructed by a licensed contractor, should be submitted with the architectural review request. Upon approval, proper permitting by the City of Columbus will be required. Note that there is an approved stain that should be professionally applied and routinely maintained. Unit owners are responsible for maintaining all past, current & future modifications.

(Revised 04/14/2020)

DECKS AND PATIOS - continued

Each unit has an enclosed deck or patio off the kitchen area. The patio areas were originally constructed with a concrete pad which may be modified or replaced with different construction materials (brick, for example). However, because proper drainage away from the unit must be maintained, all modifications must be submitted in writing with detailed drawings to the Board for review and subsequent approval. No construction can commence without this approval.

WINDOW & PATIO GLASS DOOR REPLACEMENT

The replacement of window and patio sliding glass doors (including frames) is allowed and the homeowner is financially responsible. The replacements must be of an approved type. Before any replacement can be done, the type and manufacture of the replacement window or sliding glass door must be approved by the Board of Directors. Any unauthorized replacements will be corrected at the unit owner's expense. The glass (but not the frame) in fogged windows or doors with broken seals can be replaced without approval.

If sliding glass doors are pinned between the top and lower tracks, the Management Company should be contacted in order to inspect for structural defects.

MODIFICATIONS NOT PERMITTED

Wood burning stoves are not permitted under any circumstances. They cannot be installed in any unit without compromising the existing chimney flue, stacks and chimney chase.

Plans for fireplace alterations or modifications must be submitted in writing with detailed drawings to the Board. Any alterations or modifications to the existing fireplace construction without the Board approval will be removed by the Association at the unit owner's expense.

Outdoor fire pits are governed by the Ohio Revised Code and not permitted at Chippewill Condominiums.

Awnings, canopies, shutters, or any other ornament or device attached to the buildings are not permitted in the limited common areas without Board approval.

Hot tub installations are not permitted without prior Board approval.

Owners may NOT attach items to the new siding installed in order to maintain the 50 year warranty provided by the manufacturer.

NEIGHBOR DISPUTES

Residents in disputes involving common property (e.g., parking) should first try to resolve the issue themselves. If a dispute involves limited common property (e.g., private walkways) neighbors must resolve the matter by discussing it with each other. The Board will not arbitrate such disputes or assume any involvement or responsibility unless Condominium rules are in question. Residents must also resolve disputes over loud music; barking dogs; toys, skateboards, or bicycles left in and around limited common property; or any behavioral issue that allegedly interferes with a resident's quiet enjoyment of the premises. If the complaint is sufficiently serious, the offended party should contact the Columbus Police.

(Revised 05/23/2019)

NEIGHBOR DISPUTES – continued

The Association cannot control the daily activities of your neighbors, nor can the Association create harmonious, neighborly relations. Residents must know their responsibility for the limited common areas that service their respective dwelling units. For this reason, unit owners must be aware of their liabilities for injuries' arising from actions of residents, family members, occupants of their unit(s) and their guests. Residents and unit owners should consult insurance and other professional counsel.

PARKING

The close proximity of neighbors and the sharing of some facilities demand the constant practice of the "Golden Rule" by all residents, necessary for compatible and happy condominium living. Although this applies to the observance of all condominium rules, it especially relates, on a daily basis, to parking.

Parking in Chippewill is severely limited, because of lack of space and the narrowness of our streets and lanes. Many residents have more than one vehicle. The original condominium regulations allowed each resident two parking spaces. The main space is in the resident's assigned garage. The second, assigned, parking space is designated on a parking map. This space could be behind the resident's garage or in another, nearby area.

Some residents use their garage for storage of furniture and other items. In this case, they are giving up their main, designated parking space and can only use one, other assigned space. If they have a second vehicle, it must be parked on Blue Jacket, or the resident could rent a storage space, for what they are keeping in their garage. Also owners of a third or fourth vehicle must park them on Blue Jacket

Parking spots that are not assigned to residents are marked as guest parking spots and **may not** be used by residents. Resident cars parked in guest spots may be towed. Residents are responsible for their guests, who should park on Blue Jacket, if no guest spots are available. It is important to have parking spots available for service people, as well as visitors to Chippewill.

Please note that parking on Chippewill property is only permitted for passenger vehicles. Trucks, boats, boat trailers, commercial vehicles and RVs must be parked on Blue Jacket.

A resident who parks in any way that blocks another resident from his/her assigned parking space or access to his/her unit will be in violation of the parking rules and subject to towing at owner's expense. Residents who have questions about parking rules or assigned spaces can ask the Board or the Management Company for clarification.

Vehicles parked on Chippewill property without license plates and/or expired plates will be towed.

Please obey speed limits at all times: 35 m.p.h., on Little Turtle Way; 25 m.p.h., on Blue Jacket Road, and 10 m.p.h., on all Chippewill Lanes. Remember, NO PARKING on service lanes or fire lanes where signs are posted. Towing will be enforced.

(Revised 07/24/2017)

FEEDING OF WILDLIFE ANIMALS IS PROHIBITED
(RACCOONS, SQUIRRELS, POSSUM, DUCKS, GEESE, ETC)

The community contracts annually with a licensed trapper to have animals caught and removed from the property, in accordance with the laws of the state of Ohio. The Association contacted ODNR in regards to the protocol for removing animals and is following proper procedures. The Association was also informed that feeding of the wildlife animals or leaving pet food outside over night, will attract them up to the units. Therefore, the Association is prohibiting unit owners from feeding the animals to decrease the need to trap and remove animals from the Association property. Any resident found feeding the animals will be assessed an enforcement fine. per occurrence.

POOL ACCESS RULES

The Chippewill swimming pool is located in the Activity Center area on Smoketalk Lane. The swimming season begins on the Saturday of Memorial Day weekend and runs through Labor Day, weather and pool conditions permitting. Any **CURRENT DUES-PAID, NON-DELINQUENT RESIDENT** and resident family member may use the swimming pool. Anyone using the pool must abide by the rules and regulations stated below. Pool rules violations are subject to suspension of all pool privileges for the swimming season.

The pool will be open daily, weather permitting at hours determined annually by the Board of Directors. Pool attendance is "Swim at your own risk." Please note that the pool will be closed if the air temperature drops below 68 degrees and during lightning and thunder storms.

Parking will be in guest spots only, not in the resident's reserved spots.

POOL PASS CARDS

Programmed pool pass cards are required for entry into the pool area. A pass card provides entry for the resident and any family members who reside in the unit. Guests are permitted but there is a limit of two (2) guests per unit and they must be accompanied by an adult resident or authorized user in the case of a tenant. Please note that each unit is provided only one (1) pool pass card.

Pass cards are reactivated for each swimming season assuming the Unit Owner is in ***non-delinquent*** status. New owners should email the property manager and request pool registration paperwork. Should you have lost or misplaced your pool pass from a prior year, a replacement pass will be re-issued for $50, payable by check only.

If you are a ***non-delinquent offsite*** owner with a tenant, pool privileges are assumed to be relinquished to the tenant unless the Board is notified otherwise in writing. It is important to note also that the ***owner*** must register new tenants in order to secure the pass. Out of state owners with tenants should contact the property manager to register.

POOL PASS CARDS (cont'd)

Please note that if you or your tenant has an **unpaid delinquency** (e.g. monthly operating/capital fees, Spectrum water bill, fines, late fees, etc.), your pool pass will not be reactivated until such arrears are brought current. If offsite unit owners are in **delinquency** status the pool privileges will be suspended for their tenants. Note also that a tenant CANNOT apply for a pool pass on behalf of the non-resident owner. Should such tenant attempt to apply for a pool pass, they will be instructed to contact their landlord.

Proper use of the pool pass will be strongly enforced. During the pool season, anyone knowingly assisting un-authorized entrants to the pool area will be penalized to the extent of losing pool privileges.

POOL RULES AND GUIDELINES

Common sense is the best guide when a question arises concerning the operation of the pool. At times diplomacy is needed to balance the desires of the adults and still provide a safe environment for small children. With this in mind, we ask that all residents and guests conduct themselves in a courteous manner. All owners have a right to let someone know if they are breaking our rules, since they all own the pool. All our owners are pool attendants.

Please note the Pool Rules and Guidelines pertain to the pool and area surrounding the pool inside the fence (including the deck, kitchen, and bathrooms).

- Pool Hours are 10am – 9pm
- You are REQUIRED to have your Pool Pass with you when at the pool
- Swim at your own risk
- Pets or Animals Prohibited
- ABSOLUTELY NO GLASS PERMITTED IN THE POOL AREA. Any broken glass will cause the pool to be drained and the pool will be out of commission for several days, weeks, or the remainder of the season.
- Residents under the age of sixteen(16) must be accompanied by a Responsible Adult (age 18 or older) at all times. If the adult leaves the pool area at any time, the resident under 16 must also leave.
- Limit 2 guests per unit. Guest must be accompanied by owner/resident.
- Profane or Foul Language Prohibited
- Aggressive Behavior Prohibited
- Horseplay Prohibited
- Running, Diving, Shoving/Pushing Prohibited
- All Balls Prohibited (including volleyball, football, soccer ball, etc)

POOL RULES AND GUIDELINES (cont'd)

- Chewing Tobacco Prohibited
- Food and Drinks must remain at least 3 feet away from the pool/water
- Suntan lotion must be removed prior to swimming
- Incontinent individuals and children must wear swim diapers
- Personal radios may be played ONLY with headphones
- Rafts and inner tubes to be used with discretion and courtesy to others
- Keep all pool furniture where it was placed by pool management
- Clean up after yourself; throw away all trash
- Please close umbrellas before leaving the pool area
- Everyone must be out of the pool area by closing time. Anyone inside pool area during closed pool hours are subject to fines, loss of pool privileges and/or prosecution for trespassing.
- Any unauthorized pool access (aka not through pool gate with pass) subject to fines, loss of privileges and/or prosecution for trespassing.

APPENDIX – A

My Chippewill monthly condo fee covers the following:

Accounting and annual audit expense
Annual Meeting expenses (location rental, mailing, etc)
Annual Tree trimming
Common area restrooms off pool area (maintenance and supplies)
Common Area Plumbing and water line repair and maintenance
Common area electrical lighting
Concrete repairs to common areas
Dumpster service for maintenance debris
Exterior building Maintenance and repair (siding, staining, gutters, downspouts, etc)
Fire Hydrant Maintenance
Lake/Pond maintenance
Landscaping maintenance services of the common areas
Legal Collections
Maintenance vehicles
Management fee
Master Insurance policy for the Association
Monitoring of Fire alarm system
Payroll and taxes for on-site maintenance employees
Pool Attendants/Guards
Pool equipment & repairs/replacements including pumps, skimmers, heater, etc
Pool maintenance and supplies (chemicals, pool key cards, gate maintenance, propane for heating water when necessary, etc)
Roof maintenance
Snow removal maintenance of the common areas
Street/Road Maintenance (except Blue Jacket)
Supplies, phone and equipment for maintenance office

APPENDIX B

Management Company

Sentry Management
Professional Property Management
6255 Corporate Center Drive
Dublin, Ohio 43016-6805

Phone: 614 799-9800

Property Manager – Kathi Horvath

Phone 614 799-9800 ext. 54912
Email: khorvath@sentrymgt.com

Compare Payment Meth

Choose from a variety of payment methods designed to make paying your bill simpl

PAYMENT METHOD	PAYMENT TYPE	
eCheck	AutoPay or One-Time	FREE
Credit Card	AutoPay or One-Time	3.75% (Visa, MasterCard, Di
Debit Card	AutoPay or One-Time	$9.95 per transaction
Phone	AutoPay or One-Time	FREE Automated Phone Pay Credit Card 3.75% or Debit C
		Live Agent Assisted Paymer Credit Card 3.75% or Debit C

Be sure to include your 16-digit account number when sending payments to the P.O. Box.

Appendix B (continued)

COMMUNITY SERVICE CONTACTS

POLICE AND FIRE EMERGENCY	911
Non- Emergencies should be reported to	311
City of Columbus – trash and bulk pickup	614 645-4729
Vector Security – Fire Alarm System	614 367-7820 ext. 108
Spectrum Utilities – Water Meter	614 777-1199

The Golf Club at Little Turtle

Chippewill residents and The Golf Club at Little Turtle members have been good neighbors over the years. Residents of Chippewill Condominiums and members of the golf club have always been respectful of each other's private property. As the common areas are private to condominium residents, so is the golf course to the Golf Club's private property. Chippewill owners and residents should not trespass on Golf Club Property.

DO NOT DETACH



Instrument Number: 202007300110517
Recorded Date: 07/30/2020 9:22:37 AM



Daniel J. O'Connor Jr.
Franklin County Recorder
373 South High Street, 18th Floor
Columbus, OH 43215
(614) 525-3930
http://Recorder.FranklinCountyOhio.gov
Recorder@FranklinCountyOhio.gov

Return To (Mail Envelope):
KAMAN & CUSIMANO

Mail Envelope

Transaction Number: T20200065151
Document Type: CONDOMINIUM DECLARATION
Document Page Count: 6

Submitted By (Mail):
KAMAN & CUSIMANO

Mail

First Grantor:
CHIPPEWILL CONDOMINIUM UNIT OWNERS ASSN

First Grantee:
CHIPPEWILL CONDOMINIUM AMENDMENT

Fees:	
Document Recording Fee:	$34.00
Additional Pages Fee:	$32.00
Marginal Reference Fee:	$4.00
Total Fees:	$70.00
Amount Paid:	$70.00
Amount Due:	$0.00

Instrument Number: 202007300110517
Recorded Date: 07/30/2020 9:22:37 AM

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

6/11
5

TRANSFER
NOT NECESSARY

JUL 29 2020

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

AMENDMENT TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

CHIPPEWILL CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR CHIPPEWILL CONDOMINIUM RECORDED AT VOLUME 15801, PAGE E11 ET SEQ. OF THE FRANKLIN COUNTY RECORDS.

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR CHIPPEWILL CONDOMINIUM

RECITALS

A. The Amended Declaration of Condominium Ownership for Chippewill Condominium (the "Declaration") and the Amended Bylaws of Chippewill Condominium Unit Owners Association (the "Bylaws"), attached to and made part of the Declaration, were recorded at Franklin County Records, Volume 15801, Page E11 et seq.

B. The Chippewill Condominium Unit Owners Association (the "Association") is a corporation consisting of all Unit Owners in Chippewill Condominium and as such is the representative of all Unit Owners.

C. Declaration Section 16 authorizes amendments to the Declaration and Bylaws.

D. Unit Owners representing the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment").

E. As of July 1, 2020 Unit Owners representing 76.8 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.

F. Attached as Exhibit A is a Certification of the Association's President and Vice President stating that the Amendment was duly adopted in accordance with the Declaration provisions in all material respects.

G. The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws, in all material respects.

AMENDMENT

The Amended Declaration of Condominium Ownership and the Amended Bylaws of Chippewill Condominium Unit Owners Association for Chippewill Condominium is amended by the following:

DELETE BYLAWS ARTICLE II, SECTION 12(D) in its entirety. Said deletion to be taken from Page B-5 of the Bylaws, of the Declaration, as recorded at Franklin County Records, Volume 15801, Page E11 et seq.

INSERT a new BYLAWS ARTICLE II, SECTION 12(D). Said new addition, to be added to Page B-5 of the Bylaws, of the Declaration, as recorded at Franklin County Records, Volume 15801, Page E11 et seq., is as follows:

> D. borrow money, issue, sell, or pledge notes, bonds, or other evidences of indebtedness of the Association, assign, without limitation, the Association's right to present or future income, including the right to receive common assessments, insurance proceeds, and other income or compensation, as collateral for any monies borrowed, and assign the Association's lien rights, and execute related documents, with the prior approval of a majority of the Association's total voting power that is present, in person or by proxy, at an Association meeting;
>
> in addition to the authority above, and without further vote of the unit owners, the Board is authorized to borrow and to assign the Association's right to future income as collateral for a loan or line of credit, up to a principal amount of $5,500,000.00 for the purpose of funding major repair and replacement projects on the Condominium Property, including replacing all exterior wood siding on the buildings with engineered wood siding and trim, and all asphalt roofing shingles with fiberglass asphalt shingles, or other similar type replacement material as the Board reasonably determines is in the Association's best interest; however, this express authority to borrow (but not to repay any money borrowed) expires December 31, 2020;

Any conflict between this provision and any other provision in the Declaration and Bylaws will be interpreted in favor of this provision giving the Board, on behalf of the Association, the authority to borrow funds and assign future income as collateral for the loan and modify the exterior siding and roofing materials. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only unit owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Chippewill Condominium Unit Owners Association has caused the execution of this instrument this 6th day of July, 2020.

CHIPPEWILL CONDOMINIUM UNIT OWNERS ASSOCIATION

By: _____
KELLY CASTLE, its President

By: _____
CYNTHIA M. EVANS, its Vice President

STATE OF OHIO)
) SS
COUNTY OF Franklin)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above-named Chippewill Condominium Unit Owners Association, by its President and its Vice President, who acknowledged that they did sign the foregoing instrument, on Page 4 of 6, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 6th day of July, 2020.

NOTARY PUBLIC

Place notary stamp/seal here:

NOTARIAL SEAL
STATE OF OHIO

AMANDA GROSH
Notary Public, State of Ohio
My Commission Expires
09-29-2020

This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com

EXHIBIT A

CERTIFICATION OF PRESIDENT AND VICE PRESIDENT

STATE OF OHIO)
) SS
COUNTY OF Franklin)

KELLY CASTLE and **CYNTHIA M. EVANS**, being the duly elected and acting President and Vice President of the Chippewill Condominium Unit Owners Association, certify that the Amendment to the Declaration of Condominium Ownership for Chippewill Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments in all material respects.

By: _____
KELLY CASTLE, its President

By: Cynthia M Evans
CYNTHIA M. EVANS, its Vice President

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **KELLY CASTLE** and **CYNTHIA M. EVANS** who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 28 day of July, 2020.

Place notary stamp/seal here:

NOTARY SEAL STATE OF OHIO

AMANDA GROSH
Notary Public, State of Ohio
My Commission Expires
09-28-2025

_____
NOTARY PUBLIC

15801611

AMENDED DECLARATION

102283

AND

AMENDED BYLAWS

OF THE PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

TIME 10:40 A M
RECORDED FRANKLIN CO. OHIO

CHIPPEWILL CONDOMINIUM

SEP 13 1990

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE $ 13.00

September 13, 1990

This is to certify that copies of this Amended Declaration and Amended Bylaws for Chippewill Condominium have been filed this date with the Auditor of Franklin County, Ohio.

TRANSFERRED
NOT NECESSARY
SEP 13 1990
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

Palmer C. McNeal (Thomas M. Lang)
Auditor

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

AMENDED DECLARATION
INDEX

ITEM	PAGE
BACKGROUND	1
1. DEFINITIONS	2
(a) Amended Bylaws	2
(b) Amended Declaration	2
(c) Assessment	2
(d) Association	3
(e) Board and Board of Managers	3
(f) Buildings	3
(g) Capital Improvements	3
(h) Common Areas and Facilities	3
(i) Common Expenses	3
(j) Condominium Act	3
(k) Condominium Documents	4
(l) Condominium Property	4
(m) Limited Common Areas and Facilities	4
(n) Occupant	4
(o) Ownership Interest	4
(p) Rules	4
(q) Unit	4
(r) Unit Owner	4
2. PROPERTY SUBMITTED; DESCRIPTIONS	4
3. NAME	5
4. GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY	5
5. DESCRIPTION OF UNITS	5
6. COMMON AREAS AND FACILITIES	7
A. Description	7
B. Ownership of Common Areas and Facilities	7
C. Use of Common Areas and Facilities	7
(i) Improvement Encroachments	7
(ii) Outside Parking Spaces	8
D. Limited Common Areas and Facilities	8
(i) Description	8
(ii) Use	8
7. UNIT OWNERS ASSOCIATION	8
A. Establishment of the Association	8
B. Membership	8
C. Board of Managers and Officers	9
D. Administration Authority	9
E. Delegation of Authority; Professional Management	9
F. Service of Process	9

ITEM		PAGE
8.	MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS	9
	A. Responsibility of the Association	9
	B. Responsibility of the Unit Owner	10
	C. Rights of the Association	11
	D. Construction Defects	11
	E. Effect of Insurance or Construction Guarantees	11
9.	COMMON EXPENSES AND ASSESSMENTS	11
	A. Types of Assessments	11
	B. Purpose of Assessments	12
	C. Elements-Apportionment: Due Dates	12
	(i) Annual Operating Assessments	12
	(ii) Special Assessments for Capital Improvements	13
	(iii) Special Individual Unit Assessments	14
	D. Effective Date of Assessment	14
	E. Effect of Nonpayment of Assessment: Remedies of the Association	14
	F. Subordination of the Lien to First Mortgages	16
	G. Certificate Regarding Assessments	16
10.	EASEMENTS	17
	A. Encroachments	17
	B. Maintenance Easements	17
	C. Utility Easements	18
	E. Easements of Enjoyment; Limitations	18
	D. Easement for Services	18
	F. Easements for Proper Operations	19
	G. Future Easements to Others	18
11.	USE AND OCCUPANCY RESTRICTIONS	19
	A. Unit Uses	19
	B. Obstruction of Common Areas and Facilities	19
	C. Hazardous Uses and Waste	19
	D. Visible Areas	20
	E. Animals And Pets	20
	F. Nuisances	20
	G. Impairment of Structural Integrity of Building	20
	H. Laundry or Rubbish in Common Areas and Facilities	20
	I. Lounging or Storage in Common Areas and Facilities	20
	J. Prohibited Activities: Signs	21
	K. Architectural Control	21
	L. Rental of Units	21
	M. Fireplaces	22
	N. Vehicles	22
	O. Rules and Regulations	22
	P. Disputes Between Owners	22
	Q. Enforcement Charges	22
	R. Conveyances	23

ITEM		PAGE
12.	INSURANCE; LOSSES; BONDS	23
	A. Fire and Extended Coverage Insurance	23
	B. Liability Insurance	25
	C. Fidelity Bond	25
	D. Hazard Insurance Carrier	26
	E. Other Association Insurance	26
	F. Insurance Representative; Power of Attorney	26
	G. Unit Owners' Insurance	26
	H. Sufficient Insurance	27
	I. Insufficient Insurance	27
	J. Lender Requirements	28
13.	DAMAGE; RESTORATION; REHABILITATION AND RENEWAL	28
	A. Restoration of Substantial Damage or Destruction	28
	B. Election Not to Restore	28
	C. Rehabilitation and Renewal	28
14.	CONDEMNATION	28
	A. Standing	28
	B. Use of Proceeds	29
	C. Insufficient Proceeds	29
	D. Non-Restorable Unit	29
	E. Power of Attorney	30
15.	NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS	30
	A. Notices	30
	B. Voting Rights	31
16.	AMENDMENTS	32
	A. Power to Amend	32
	B. Method to Amend	32
17.	MISCELLANEOUS PROVISIONS	33
	A. Covenants Running With the Land	33
	B. Actions	33
	C. Severability	34
	D. Gender and Grammar	34
	E. Captions	34
LEGAL DESCRIPTION		EXHIBIT A,
UNIT INFORMATION SHEET		EXHIBIT B

AMENDED DECLARATION

This is an amended enabling declaration ("the Amended Declaration") of Chippewill Condominium ("the Condominium") made on or as of August 17, 1990, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act").

Background

A. The Condominium is a condominium created under the Condominium Act pursuant to the filing of the following:

	Instrument	Recording Reference	Recording Date
(i)	Declaration of Condominium and attached Bylaws	Deed Book 3430, page 357 et seq.	Sept. 9, 1974
(ii)	Drawings	Condominium Plat Book 2, page 971 et seq.	Sept. 9, 1974
(iii)	First Amendment to Declaration	Deed Book 3458, page 80 et seq.	April 11, 1975
(iv)	First Amendment to Drawings	Condominium Plat Book 3, page 88 et seq.	April 11, 1975
(v)	Second Amendment to Declaration	Deed Book 3474, page 183 et seq.	July 21, 1975
(vi)	Second Amendment to Drawings	Condominium Plat Book 3, page 182 et seq.	July 21, 1975
(vii)	Third Amendment to Declaration	Official Record Volume 03094A04, et seq.	July 26, 1983

B. Pursuant to the provisions of the Declaration and Bylaws, as amended, they may be modified and amended with the consent of not less than seventy-five percent (75%) of the unit owners by the filing of a certificate with the Auditor and Recorder of Franklin County, Ohio, setting forth the amendment and its manner of adoption, executed by the president or a vice president and by the secretary or an assistant secretary of the Association in the manner provided for the execution of declarations by Section 5311.05 of the Condominium Act.

C. No fewer than seventy-five percent (75%) of the unit owners of Chippewill Condominium, who also constitute unit owners having not less than seventy-five percent (75%) of the voting power of unit owners, at a duly constituted meeting at which a quorum was present in person or by proxy, duly adopted this Amended Declaration and the amended bylaws attached hereto ("the Amended Bylaws"), and have thereby superseded, in their entireties, the previously described declaration and bylaws, and all amendments thereto.

D. This Amended Declaration and the attached Amended Bylaws do not, in any way, enlarge, diminish, or change the size or location of any unit or the common areas and facilities, nor the unit designation of any unit, nor the undivided interest of any unit in the common areas and facilities, nor voting rights, nor is any change made in the drawings for the Condominium, or any amendment thereto, which drawings and amendments thereto shall remain unaffected by the adoption of these amended documents, and shall continue in full force and effect.

NOW, THEREFORE, the undersigned officers of Chippewill Condominium Unit Owners Association hereby certify that at a duly called and noticed meeting of Chippewill Condominium Unit Owners Association, at which a quorum was present, the unit owners, by consent of not less than seventy-five percent (75%) of the unit owners and by the affirmative vote of unit owners holding no less than seventy-five percent (75%) of the voting power of unit owners, adopted this document and the attachments hereto as the Amended Declaration and Amended Bylaws of Chippewill Condominium, thereby superseding, in their entireties, the Declaration and Bylaws and all amendments thereto.

1. Definitions. The terms defined in this section 1 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Amended Declaration and of any amendments hereto shall have the respective meanings specified in this section.

(a) Amended Bylaws. The Amended Bylaws of the Association attached hereto, created under and pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's non-profit corporation statutory act).

(b) Amended Declaration. This instrument, and all of the exhibits hereto.

(c) Assessment. That portion of the cost of maintaining, repairing and managing the condominium property which is to be paid by each unit owner.

(d) Association. Chippewill Condominium Unit Owners Association, an Ohio corporation not for profit, the entity charged with the responsibility of operating the condominium property, and defined as a unit owners' association pursuant to Section 5311.01(j) of the Condominium Act.

(e) Board and Board of Managers. Those persons who, as a group, serve as the board of managers of the Association under the provisions of the Condominium Act, who are also one and the same as the trustees and board of trustees of the Association under and pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio.

(f) Buildings. Residential structures, garages and other facilities constructed on and a part of the condominium property.

(g) Capital Improvements. A new material addition made to the condominium property, amounting to more than mere repairs, alterations or replacements of existing improvements, and intended to enhance its value, beauty or utility or to adapt it for new or further purposes.

(h) Common Areas and Facilities. That part of the condominium property not included in a unit.

(i) Common Expenses. Those expenses designated as common expenses in the Condominium Act, this Amended Declaration or any of the other condominium documents, including without limitation, the following:

(i) Costs for the maintenance, management, operation, repair and replacement of the common areas and facilities and those parts of the units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;

(ii) Costs for the management and administration of the Association, including, without intending to limit, the compensation paid by the Association to a managing agent, accountants, attorneys and other employees; and

(iii) All sums lawfully assessed against the unit owners by the Association and such other expenses determined from time to time to be common expenses by the Association.

(j) Condominium Act. That portion of the Ohio Revised Code (presently Chapter 5311), as the same may be amended or supplemented from time to time, which pertains to condominium ownership.

(k) Condominium Documents. This Amended Declaration and all exhibits thereto, the attached Amended Bylaws, the Articles of Incorporation of the Association filed with the Ohio Secretary of State, the drawings described in Subsections (A)(ii), (iv) and (vi) hereof, and all amendments to these documents hereafter duly adopted, filed, and/or recorded, as required by law.

(l) Condominium Property. All of the real property described in Section 2 hereof, all of which constitutes the property subjected to the Condominium Act.

(m) Limited Common Areas and Facilities. Those parts of the common areas and facilities reserved for the use of a certain unit to the exclusion of all other units and more specifically described in Section 6, Paragraph D hereof.

(n) Occupant. A person or persons, natural or artificial, in possession of a unit, regardless of whether or not that person is a unit owner.

(o) Ownership Interest. A fee simple title interest in a unit and the undivided percentage interest in the common areas and facilities appertaining thereto.

(p) Rules. Rules and regulations governing the operation and use of the condominium property or any portion thereof as may be adopted by the Board from time to time.

(q) Unit. Those parts of the condominium property described in Section 5 hereof which are the subject of individual ownership.

(r) Unit Owner. Any person or persons, natural or artificial, owning or co-owning the fee simple estate in a unit and an undivided percentage interest in the common areas and facilities.

2. Property Submitted; Descriptions. The property that has been submitted to condominium ownership pursuant to the filing and recording of the previously described declaration and drawings and amendments thereto, and which continues to be submitted to and subject to such condominium ownership, consists of all of the units and the respective interest of every unit in the common areas and facilities of the Condominium, as the same are labeled, delineated and described on the attachment hereto marked "Exhibit A," and hereby made a part hereof, and includes and encompasses the buildings and all improvements to the real property thereon, and all easements, rights and appurtenances belonging thereto.

As a result of the filing and recording of this amending and superseding Amended Declaration, and in accordance with the provisions of the Condominium Act, it shall hereafter be sufficient to lawfully describe a unit and its interest in the common areas and facilities by utilizing the following description:

> Situated in the City of Columbus, Franklin County, Ohio, and described as follows:
>
> > Being Unit [insert unit designation] of Chippewill Condominium, as the same is numbered and delineated in the Amended Declaration thereof, of record in Official Record Volume _____, at page _____ et seq., and the Drawings and the amendments thereto, recorded in Condominium Plat Book 2, at pages 971 et seq., and Condominium Plat Book 3, at pages 88 et seq., and 182 et seq., all of the records of the Recorder of Franklin County, Ohio. [The blanks above, not containing instructions, will contain the recording references of this Amended Declaration.]

The unit designation to be inserted shall consist of a number, corresponding with the number of the building in which the unit is located, a dash, and a number which corresponds with the number in the building assigned to that unit by the developer. An illustration of a proper unit designation is Unit "28-1".

Each unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a unit in the common areas and facilities 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.

3. Name. The name by which the Condominium is and shall be known is Chippewill Condominium.

4. General Description of Condominium Property. The Condominium consists of the property described in Exhibit A and the buildings and other improvements located thereon, including, without limitation, thirty-five (35) residential structures containing, in total, two hundred fifty (250) units, some of which have an attached garage, balconies, and patios. The principal materials of which the buildings are constructed are wood and concrete block, with the exterior walls consisting of wood siding and the exterior roof coverings being asphalt shingles. The location, layout and dimensions of the units and the common areas and facilities are shown graphically on the drawings and amendments thereto.

5. Description of Units. Each Unit constitutes a single freehold estate and consists of all of the space bounded by the

undecorated interior surfaces (whether plaster, drywall, wood, concrete or other materials) of the perimeter walls, the basement (where applicable) and the roof of such unit, projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions, as may be necessary to form a complete enclosure of space with respect to such unit (the exact layout and dimensions of each unit being shown on the drawings and amendments thereto), and including, without limitation:

A. all space occupied by any common areas and facilities located within the bounds of a unit;

B. the decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile and any other finishing material applied to interior walls, doors, floors and ceilings and interior surfaces of perimeter walls, windows, doors, floors and ceilings;

C. the walls, floors and ceilings within the unit itself, except for structural components thereof, and all finishing material applied thereto;

D. 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, serving exclusively that unit;

E. ranges, dishwashers, garbage disposals, trash compactors, water heaters, air conditioning and heating systems and control devices, fans, and other appliances within the bounds of a unit;

F. drains, sinks, plumbing fixtures, and connections within the bounds of a unit;

G. plumbing, electrical and other utility lines within the bounds of a unit which do not serve any other unit;

H. all control knobs, switches, thermostats and electrical fixtures, outlets and connections within the bounds of a unit and serving only that unit; and

I. all other parts of a building within the bounds of a unit which are not necessary for the existence, support, maintenance, safety or comfort of any other part of the condominium property.

Attached hereto, marked "Exhibit B", and hereby made a part hereof, is a listing of the units, by unit designation, and with respect to each unit, the number of square feet within the living

area, basement (where applicable), the number of stories (including basement), the number of rooms, excluding the baths, and the number of baths.

6. Common Areas and Facilities.

A. Description. The common areas and facilities shall consist of all parts of the condominium property except the units.

B. Ownership of Common Areas and Facilities. The common areas and facilities shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the common areas and facilities shall be maintainable, except as specifically provided in Section 5311.14 of the Condominium Act, nor may any unit owner otherwise waive or release any rights in the common areas and facilities; provided, however, that if any unit be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such ownership as between such co-owners.

Exhibit B sets forth the percentage of interest in the common areas and facilities of each unit.

The undivided percentage interest of the unit owners in the common areas and facilities and the fee title to the respective units shall not be separated or separately conveyed, encumbered, inherited or divided, and each undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may not refer to that undivided interest.

C. Use of Common Areas and Facilities. Each unit owner shall have the right to use the common areas and facilities in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of that owner's unit, and such rights shall be appurtenant to and run with that unit; provided, however, that no person shall use the common areas and facilities of any part thereof in such manner as to interfere with or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with (i) this Amended Declaration, (ii) the attached Amended Bylaws and (iii) the rules. Notwithstanding the foregoing:

(i) Improvement Encroachments. The Board has in the past and shall have the right in the future to permit minor encroachments into the common areas to be made by the owners of units, such as, but not limited to, the extension of decks, arbors and similar items, provided (a) no such encroachment shall be permitted unless the unit owner has submitted a request to do the same with the Board, in writing, together with plans, specifications

and such other documents as the Board may require, and the Board, in its sole discretion, has approved the same, in writing, under such terms and conditions as it may from time to time prescribe, and (b) the Association, in no circumstance, shall be responsible for the repair or maintenance of that improvement or to include the same within the coverage of insurance maintained by the Association.

(ii) Outside Parking Spaces. On the drawings and declaration and amendments and exhibits thereto various outside parking spaces have designated on them the identification of a unit. A license to the owners and occupants of a unit to use the space so designated for parking is reserved to the owners and occupants of that unit, provided, the Board has reserved the right, from time to time, to change the space or spaces so designated if the Board, in its discretion, but in consideration of public safety, and esthetics of the condominium property, as a whole, determines that changing of designated outside parking spaces is desirable.

D. Limited Common Areas and Facilities.

(i) Description. The limited common areas and facilities appurtenant to each unit consist of:

(a) any balcony, patio, terrace, stoop and other appurtenant improvements, including air conditioning equipment, located outside the bounds of a unit but which serve only that unit; and

(b) the space or spaces in a garage which is designated on the drawings, or amendments thereto, with the identification of that unit.

(ii) Use. Each unit owner and the occupants of that owner's unit shall have the exclusive and irrevocable right and license to use and occupy the limited common areas appurtenant to that owner's unit for the purposes for which they are intended, subject to the provisions hereof and rules and regulations with respect thereto promulgated by the Board.

7. Unit Owners Association.

A. Establishment of the Association. The Association has been formed as an Ohio corporation not-for-profit to be and to serve as the unit owners' association of Chippewill Condominium.

B. Membership. Every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a unit,

is or shall automatically become a member of the Association for such time as that person or entity holds that interest. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a unit, and transfer of a unit automatically transfers membership to the transferee.

C. Board of Managers and Officers. The Board and Officers of the Association, elected as provided in the Amended Bylaws, shall exercise the powers, discharge the duties, and be vested with the rights conferred upon the Association by operation of law, by the Amended Bylaws and by this Amended Declaration.

D. Administration Authority. The Board shall have all authority to manage the condominium property and to administer the Association vested in the Association by law, hereunder, by the Amended Bylaws, and the rules, that are not specifically reserved to the members.

E. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party, without penalty, on ninety (90) days' written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing.

F. Service of Process. The name of the person to receive service of process for the Association, and that person's residence or place of business, which is in Franklin County, Ohio, where the Condominium is situated, is:

William L. Loveland
50 West Broad Street
Columbus, Ohio 43215

In the event that another individual is hereafter 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.

8. Management, Maintenance, Repairs, Alterations and Improvements.

A. Responsibility of the Association. Except as otherwise expressly provided herein and in section 12 hereof, the Association,

to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the common areas and facilities, and the structural components of limited common areas and facilities, but excluding the repair and replacement of patio slabs, stoops and decks, and improvements made by unit owners, and also excluding the snow removal and cleaning, decorating and non-structural maintenance of decks, balconies, terraces, stoops, walkways serving only individual units, and the interior of garages. In addition, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of multi-unit alarm systems. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have responsibility to repair, replace, or maintain any unit, or component thereof, or personal property within a unit.

B. Responsibility of the Unit Owner. The responsibility of each unit owner shall be as follows:

(i) except as otherwise expressly provided herein, to maintain, repair and replace, at that unit owner's expense, that owner's unit and all components thereof, the sump pump, patio slabs, stoops and decks, if any, serving that owner's unit, and improvements made by the owners of that unit, wherever situated, and to perform the snow removal, cleaning, decorating and non-structural maintenance of decks, balconies, terraces, stoops, walkways, and the interior of garages serving only that unit;

(ii) to perform the unit owner's responsibilities in such manner so as not to unreasonably disturb other unit owners and occupants;

(iii) to pay all costs for utility services furnished to that owner's unit or to the limited common areas and facilities designated for that unit's use;

(iv) not to paint or otherwise decorate or change the appearance of any portion of the buildings not within the bounds of that owner's unit, unless prior written consent of the Board is obtained;

(v) to promptly report to the Board or managing agent employed by the Association the need for any maintenance or repair to any portion of the condominium property which the Association is obligated to maintain or repair pursuant to the provisions of the Amended Declaration, the Amended Bylaws or the rules;

(vi) not to make any alterations in the common areas and facilities or remove any portion thereof or make any

additions thereto or do anything which would or might jeopardize or impair the safety or soundness thereof, except as otherwise provided herein, without the prior written consent of the Association;

(vii) not to impair the use and enjoyment of the easements without first obtaining the written consent of the Board and of any other person, firm or corporation for whose benefit such easements exist; and

(viii) to observe, fulfill and perform all other obligations of a unit owner as set forth in this Amended Declaration, the Amended Bylaws, or the rules.

C. Rights of the Association. Notwithstanding anything to the contrary contained herein, in the event the Association deems it necessary and desirable to maintain, replace or repair any part or parts of the limited common areas and facilities, whether due to the failure on the part of the unit owner or due to the desire on the part of the Association, then, and in that event, the Association shall have the right to perform such maintenance, replacement, repair or decoration and charge the particular unit owner with the expense thereof. Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the unit owner subject thereto.

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

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

9. Common Expenses and Assessments.

A. Types of Assessments. Each unit owner by acceptance of a deed to a unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association:

(i) annual operating assessments, (ii) special assessments for capital improvements, and (iii) special individual unit assessments, all of such assessments to be established and collected as hereinafter provided.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of unit owners and occupants and the best interests of the condominium property.

C. Elements-Apportionment: Due Dates.

(i) Annual Operating Assessments.

(a) Prior to the beginning of each fiscal year of the Association the Board shall estimate, and prorate among all units on the basis of the undivided interest of each unit in the common areas and facilities, common expenses of the Association consisting of the following:

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

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

3. the estimated next fiscal year's costs for utility services not separately metered or charged to unit owners;

4. the estimated amount required to be collected to maintain a general operating reserve 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;

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

6. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but

not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(b) The Board shall thereupon allocate to each unit that unit's share of all of these items, prorated in accordance with each respective unit's undivided interest in the common areas and facilities, and thereby establish the annual operating assessment for each separate unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(c) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that 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, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the unit an equal monthly prorata share of the annual operating assessment for that unit.

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

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

(ii) Special Assessments for Capital Improvements.

(a) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements in the common areas and facilities, to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements

shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of unit owners exercising no less than seventy-five percent (75%) of the voting power of unit owners and the consent of eligible mortgagees hereinafter provided.

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

(iii) Special Individual Unit Assessments. The Board shall levy assessments against an individual unit, or units, to reimburse the Association for those costs incurred in connection with that unit or units properly chargeable by the terms hereof to a particular unit (such as, but not limited to, the cost of making repairs the responsibility of a unit owner, and a unit owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the unit owners subject thereto.

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

E. Effect of Nonpayment of Assessment; Remedies of the Association.

(i) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (a) declare the entire unpaid balance of the assessment immediately due and payable, (b) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine, and (c) charge a reasonable, uniform, late fee, as determined from time to time by the Board.

(ii) Annual 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.

(iii) At any time after any assessment or an 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 all or any part of the unpaid balance of that assessment, interest, late fees, and costs, including attorney fees, may be filed with the Recorder of Franklin County, pursuant to authorization given by the Board. The certificate shall contain a description of the unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other chief officer of the Association.

(iv) 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.

(v) Any unit owner who believes that an assessment chargeable to his, her or its unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that unit, may bring an action in the Court of Common Pleas of Franklin County, Ohio, for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(vi) Each such assessment together with interest, late fees, and costs, including attorney fees, 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 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.

(vii) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including attorney fees, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that unit during the pendency of such action, and the Association as plaintiff in any such foreclosure action 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.

(viii) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the common areas and facilities, or any part thereof, or by abandonment of his, her or its unit.

(ix) In addition to any other remedy provided herein, in the event payment of any assessment or any installment of an assessment is delinquent, the right of the unit owner or owners of that unit to vote upon any matter that may properly be voted upon by members shall be suspended during the period of the delinquency.

F. 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.

G. 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.

10. Easements. The condominium property is subject to the following easements, each of which is and shall be in perpetuity, run with the land, and inure to the benefit of and is binding upon the Association, each unit owner, each mortgagee in whose favor a mortgage has been or shall be granted with respect to any unit, and any other person having an interest in the condominium property, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons:

A. Encroachments. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the buildings or improvements constituting a part of the condominium property, any part of the common areas and facilities shall encroach upon any part of a unit, or any part of a unit shall encroach upon any part of the common areas and facilities, or any part of a unit shall encroach upon any part of any other unit, or if by reason of the design or construction or rebuilding of the utility systems comprised within the condominium property any pipes, ducts or conduits serving a unit shall encroach upon any other unit, easements in favor of a unit owner or the Association, as the case may be, for the maintenance of any such encroachment are hereby established; provided, however, in no event shall a valid easement for any encroachment be created in favor of a unit owner if such encroachment occurred due to that unit owner's willful conduct.

B. Maintenance Easements.

(i) Easements in favor of the Association over, upon and through all of the condominium property, including each unit and the limited common areas and facilities, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, replacement, alteration and improvement of any items, things or areas of or in the condominium property.

(ii) Easements in favor of the Association over the units and their appurtenant limited common areas and facilities which may be exercised without notice in the event of an emergency; otherwise, the Association shall give the unit owner or occupants of a unit no less than twenty-four (24) hours advance notice prior to entering a unit or its appurtenant limited common areas and facilities.

(iii) Easements in favor of each unit owner to and through the common areas and facilities as may be necessary for the use of water, gas, sewer, power and other utilities now or hereafter existing within the walls. Easements in favor of each unit owner to hang pictures, mirrors and the like upon the walls of that owner's unit.

C. Utility Easements. Easements in favor of the Association through the units and the limited common areas and facilities for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the units. Easements for the benefit of adjacent property reserved over the condominium property and units thereon to install, use, maintain, repair and replace pipes, wires, conduits or other utility lines for the purpose of providing water, storm sewer, sanitary sewer, gas, electric, telephone and television service.

D. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the common areas and facilities in the performance of their duties.

E. Easements of Enjoyment; Limitations. Every unit owner shall have a right and easement of enjoyment in, over and upon the common areas and facilities and an unrestricted right of access to and from his, her or its unit, which rights and easements shall be appurtenant to and shall pass with the title to a unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the common areas and facilities and the limited common areas and facilities, 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. Any unit owner may delegate that unit owner's right of enjoyment to the common areas and facilities and to ingress and egress to the occupants of that owner's unit.

F. Easements for Proper Operations. Easements to the Association upon, over and under all of the condominium property for the proper operation of the condominium property.

G. Future Easements to Others. Such easements as the Association from time to time may hereafter grant to others 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, provided that it shall be a condition to the use and enjoyment of any such easements that the owner or owners of land benefited thereby shall, at its or their expense, restore the common areas and facilities to the same condition as existed just prior to the installation of any such utility improvements. Should any 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. Each unit owner and that unit owner's respective mortgagees by acceptance of a deed conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, hereby irrevocably appoints the Association, his, her or its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney at the option of the attorney, to execute, acknowledge and record for and in the name of such unit owner and that unit owner's mortgagees such easements or other instruments as may be necessary to effect the foregoing.

11. Use and Occupancy Restrictions. The following covenants and restrictions as to the use and occupancy of the condominium property shall run with the land and shall be binding upon each unit owner and occupant:

A. 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 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; and (ii) one or more units or portions thereof may be maintained for the use of the Association in fulfilling its responsibilities.

B. Obstruction of Common Areas and Facilities. There shall be no obstruction of, nor shall anything be stored in, the common areas and facilities, excluding the limited common areas and facilities located within the bounds of a unit or pertaining to a unit, without the prior written consent of the Association.

C. Hazardous Uses and Waste. Nothing shall be done, stored, or kept in any unit, the common areas and facilities or limited common areas and facilities which will endanger life, limb or property or increase the rate of insurance on the common areas and facilities or limited common areas and facilities, or contents thereof, without the written consent of the Board. No unit owner shall permit anything to be done or kept in that owner's unit, the common areas and facilities, or limited common areas and facilities, which will result in the cancellation of insurance on the common areas and facilities or limited common areas and facilities, or contents thereof, or which would be in violation of any covenants of the Amended Declaration, Amended Bylaws or law. No waste shall be committed nor shall any litter be permitted

in the common areas and facilities or limited common areas and facilities.

D. Visible Areas. Unit owners shall not cause or permit anything to be hung, displayed, placed or constructed on the outside of windows or on the outside wall of any of the buildings and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior wall or roof of any of the buildings without the prior consent of the Association.

E. Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common areas and facilities, except that dogs, cats and other household pets may be kept in the units, subject to the rules and any other agreements, provided that they are not kept, bred or maintained for any commercial purpose, and provided, further, that any such pet that in the sole judgment of the Board causes or creates a nuisance or unreasonable disturbance shall be permanently removed from the condominium property upon three (3) days' written notice from the Board. No household pet shall be permitted in any portion of the common areas and facilities except on a leash maintained by a responsible person and the permitting of animals on the common areas and facilities shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to levy enforcement charges against unit owners who do not keep the common or limited common areas and facilities clean after their pets.

F. Nuisances. No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any of the unit owners or occupants.

G. Impairment of Structural Integrity of Building. Nothing shall be done in any unit or in, on or to the common areas and facilities which would impair the structural integrity or would structurally change any of the buildings.

H. Laundry or Rubbish in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung or exposed on any part of the common areas and facilities not within the bounds of a unit. The parts of the common areas and facilities not within the bounds of a unit shall be kept free and clear of rubbish, debris and other unsightly materials.

I. Lounging or Storage in Common Areas and Facilities. There shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common areas and facilities not within the bounds of a unit except in accordance with the rules and except that any balcony, courtyard, deck, patio, garage and parking area may be

used for its intended purposes, including the prohibited uses specified in this paragraph, unless such use of the same creates an unsightly or otherwise unacceptable condition, as determined by the Board.

J. Prohibited Activities; Signs. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted on any part of the condominium property except as provided in paragraph A of this section, nor shall any sign of any kind be displayed to the public view on the condominium property except: (i) on the common areas and facilities, signs regarding and regulating the use of the same, provided they are approved by the Board; and (ii) such other signs, if any, as the Board may, from time to time approve, in its sole discretion.

K. Architectural Control.

(i) No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the common or limited common areas and facilities, 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, width, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of design, color and location in relation to surrounding structures and topography.

(ii) Any and all such exterior additions and/or alterations shall be constructed according to the design and plans approved by the Board without substitute in materials, height, width, shape, location, color and construction, and within the period of time as determined by the Board.

(iii) All maintenance, repair and/or replacement of exterior additions or alterations, including the structural or component parts thereof, shall be at the expense of the unit owner and subject to the rights of the Association as stated herein.

(iv) Any unit owner given approval to and making any exterior addition or alteration shall indemnify the Board in writing by agreeing to maintain, repair and/or replace said exterior additions or alterations. Such indemnification shall be in perpetuity, shall run with the land, and shall be binding upon each unit owner, their successors and assigns.

L. Rental of Units. No unit shall be rented by a unit owner for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii)

any rental if the occupants of the units are provided customary hotel service, such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing restrictions, unit owners shall have the right to lease their respective units, provided that said lease is made subject to the covenants and restrictions in the Amended Declaration and the Amended Bylaws.

M. Fireplaces. Unit owners shall not cause or permit any modifications, additions, or replacements of fireplaces, fireboxes, flues, dampers, chimneys, or chimney caps without Board approval.

N. Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, inoperable vehicles, unlicensed vehicles, trucks, boats and recreational vehicles on the condominium property, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

O. Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations concerning use of the condominium property, or any part thereof, as it deems necessary or desirable to promote harmony, to serve the best interests of the unit owners, as a whole, 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.

P. Disputes Between Owners. In the event of any dispute between unit owners as to the application of the foregoing restrictions or any rule or regulation promulgated pursuant thereto, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action of any type may be instituted by either party to such a dispute unless the dispute has first been submitted to and determined by the Board, as aforesaid.

Q. Enforcement Charges. The Association may, after due notice, levy administrative or enforcement charges against any unit owner who is found to be in violation of the provisions of the Amended Declaration, the Amended Bylaws, or rules in a reasonable amount as determined by the Board. Any and all such administrative or enforcement charges shall be published with the rules and written notice thereof shall be given to all unit owners and occupants.

R. Conveyances. Each unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a unit in the common areas and facilities 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. 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 areas and facilities by referring to the unit designation of the unit and the appropriate recording references of the initial page of this Amended 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 or similar restriction, 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 this Amended Declaration and attached Amended Bylaws and all effective rules and regulations.

12. Insurance; Losses; Bonds.

A. Fire and Extended Coverage 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 areas and facilities, the limited common areas and facilities, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, issued in the locale of the condominium property, in amounts at all times sufficient to prevent the unit owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer. This insurance:

(i) shall provide coverage for built-in or installed improvements, fixtures and equipment that are originally installed as part of a unit, and shall 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;

(ii) shall have an agreed amount and inflation guard endorsement, when that can be obtained, construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of buildings even when only part of the condominium property is destroyed by an insured hazard, such as demolition cost, contingent liability from operation of building laws and increased cost of construction endorsements;

(iii) shall 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;

(iv) shall 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;

(v) shall 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;

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

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

(viii) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Board members, and all unit owners;

(ix) shall 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

(x) shall be primary, even if a unit owner has other insurance that covers the same loss.

B. Liability Insurance. The Association shall obtain and maintain, at Association cost and as a common expense, a comprehensive policy of general liability insurance covering all of the common areas and facilities, 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 Board members, 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, for bodily injury, including deaths of persons, and property damage, 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, or other unit owners, 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 areas and facilities, 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 cancelled 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.

C. Fidelity Bond. The Board shall obtain and maintain, at the Association's cost and as a common expense, a fidelity bond providing coverage for the Association against dishonest acts on the part of directors, managers, Board members, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond must name the Association as the named obligee or 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 is in force. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be cancelled 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 providing coverage no less than that required of the Association, which bond names the Association as an additional obligee.

D. 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 B general policyholder's rating and a III financial size category (or as an alternative an A general policyholder's rating), as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or the insurer is reinsured by a company that meets those rating requirements and the insurer and reinsurer execute an assumption of liability agreement or a similar endorsement providing for 100 percent reinsurance of the insurer's policy and requiring the reinsurer to give the unit owner, the first mortgage lender, and the insurer 90 days' written notice before canceling or otherwise terminating the reinsurance, or the coverage is underwritten by Lloyd's of London.

E. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

F. 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.

G. 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 Board members, and all other unit owners and occupants.

H. Sufficient Insurance. In the event the improvements forming a part of the common areas and facilities 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 Amended Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

I. Insufficient Insurance. In the event the improvements forming a part of the common areas and facilities 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 Amended 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 areas and facilities 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 areas and facilities. 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.

J. Lender Requirements. Notwithstanding the foregoing provisions of this Article, the Association shall at all times maintain hazard insurance, liability insurance, and fidelity bond 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.

13. Damage; Restoration; Rehabilitation and Renewal.

A. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all units in a 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.

B. Election Not to Restore. The Association may, with the consent of Unit owners entitled to exercise not less than eighty percent (80%) of the voting power of unit owners, and the consent of eligible mortgagees hereinafter provided, determine not to repair or restore such damage or destruction, or reconstruct such unit or units. In 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, shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the units, and the holders of their respective first mortgage liens (as their interests may appear), in the proportions of their undivided interests in the common areas and facilities.

C. Rehabilitation and Renewal. The Association, with the consent of unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of unit owners, and the consent of eligible mortgagees hereinafter provided, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

14. Condemnation.

A. 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 his, her or its 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, any other unit owner, or the direct loss with respect to the unit itself, or with regard to the useability thereof, nor diminishes any award for any such loss.

B. 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.

C. 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 areas and facilities.

D. 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 his, her or its 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 his, her or its 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, since 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.

B. Power of Attorney. Each unit owner, by acceptance of a deed to a unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its 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 section 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.

15. Notices to and Voting Rights of Lending Institutions.

A. Notices. Any eligible mortgagee, the holder of a valid first mortgage on a unit which has given written notice to the Association, stating its name, address and the unit or units subject to its mortgage, upon written request to the Association, shall be entitled to timely written notice by the Association of:

(1) any proposed addition to, change in, or amendment of the Amended Declaration, Amended Bylaws or Drawings, as amended, of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (1) voting rights; (2) assessments, assessment liens, or priority of such liens; (3) reserves for maintenance, repair, and replacement of common areas and facilities; (5) reallocation of interests in the common areas and facilities (including the limited common areas and facilities), or rights to their use; (6) boundaries of any unit; (7) convertibility of units into common areas and facilities or vice versa; (8) expansion or contraction of the Condominium

or the addition, annexation or withdrawal of property to or from the Condominium; (9) insurance or fidelity bonds; (10) leasing of units; (11) imposition of any restrictions on a unit owner's right to sell or transfer that owner's unit; (12) professional management; (13) restoration or repair of the condominium property; (14) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (15) expressly benefitting 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;

(ii) any proposed decision or action that: (1) terminates professional management and establishes self management when professional management has been required previously by an eligible mortgagee; (2) causes restoration or repair of the condominium property (after a hazard damage or partial condemnation) in a manner other than that specified in the Amended Declaration or Amended Bylaws; (3) substantial damage or destruction not be restored; (4) the condominium property be renewed or rehabilitated; (5) significant new capital improvements not replacing existing improvements be constructed; or (6) would, without addition to, change in, or amendment of the Amended Declaration, Amended Bylaws, or Drawings, as amended, make any change with respect to the items described in subparagraph (i), above;

(iii) (1) any condemnation or casualty loss that affects either a material portion of the condominium property or the unit securing its mortgage; (2) any default which gives rise to a cause of action against a unit owner whose unit is subject to its mortgage, when the default remains uncured for a period of sixty (60) days; (3) 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; (4) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (5) times and places of unit owners' meetings. An 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 insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection and of any proposed action that requires the consent of a specified percentage of eligible mortgagees.

B. Voting Rights. No action with respect to which eligible mortgagees are entitled to notice, as provided herein, may be taken

without the consent of eligible mortgagees of units to which at least 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 shall be taken without the consent of eligible mortgagees of units to which at least seventy-five percent (75%) of the votes of units subject to mortgages held by eligible mortgagees appertain.

16. Amendments.

A. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Amended Declaration, the Amended Bylaws, or the Drawings, as amended, shall, in addition to the consents required of eligible mortgagees, if any, as hereinbefore provided, require the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of unit owners. Notwithstanding the foregoing:

(i) the consent of all unit owners shall be required for any amendment effecting a change in:

(a) the boundaries of any unit;

(b) the undivided interest in the common areas and facilities appertaining to a unit or the liability for common expenses appertaining thereto;

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

(d) the fundamental purposes to which any unit or the common areas and facilities are restricted;

and

(ii) 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.

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.

B. Method to Amend. An amendment to this Amended Declaration (or the Amended Bylaws or the Drawings, as amended), adopted with the consents of unit owners and eligible mortgagees hereinbefore required, shall be executed with the same formalities as

to execution as this Amended 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 duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Auditor and Recorder of Franklin County, Ohio.

17. Miscellaneous Provisions.

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

B. Actions. In addition to any other remedies provided in this Amended Declaration, the Association, and each unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Amended Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by the Association or by any unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches 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, and the Association shall have the right to assess reasonable charges against a unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any unit owner or occupant, other than with regard to assessments, that cannot be settled by agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board. Nothing contained herein shall prevent or prohibit the Association from using 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.

C. 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 Amended 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 wise affect any other provisions of this Amended Declaration, which provisions shall remain in full force and effect.

D. 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.

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

IN WITNESS WHEREOF, the undersigned president and secretary of Chippewill Condominium Unit Owners Association have executed this certificate and affirm its adoption aforesaid, on or as of this 17th day of August, 1990.

Signed and acknowledged by
both in the presence of:

[illegible]

[illegible]
President

[illegible]

[illegible]
Secretary

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed before me this 17th day of August, 1990, by [illegible], the president, and by [illegible], the secretary, of Chippewill Condominium Unit Owners Association, as such officers and on its behalf, who certified the adoption of the foregoing Amended Declaration and the attached Amended Bylaws as stated therein.

[illegible]
Notary Public

IRENE T. ESHLEMAN
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES MAY 17, 1992

EXHIBIT A

AMENDED DECLARATION OF CONDOMINIUM
CHIPPEWILL CONDOMINIUM

Legal Description

Situated in the City of Columbus, Franklin County, Ohio, and described as follows:

Being Units Building No. 28, Unit Nos. 1- 6, inclusive;
Building No. 29, Unit Nos. 1- 8, inclusive;
Building No. 30, Unit Nos. 1- 8, inclusive;
Building No. 31, Unit Nos. 1-10, inclusive;
Building No. 32, Unit Nos. 1-10, inclusive;
Building No. 33, Unit Nos. 1- 8, inclusive;
Building No. 34, Unit Nos. 1- 8, inclusive;
Building No. 35, Unit Nos. 1- 4, inclusive;
Building No. 36, Unit Nos. 1- 4, inclusive;
Building No. 37, Unit Nos. 1- 6, inclusive;
Building No. 38, Unit Nos. 1- 8, inclusive;
Building No. 39, Unit Nos. 1- 8, inclusive;
Building No. 40, Unit Nos. 1- 4, inclusive;
Building No. 41, Unit Nos. 1- 8, inclusive;
Building No. 42, Unit Nos. 1- 6, inclusive;
Building No. 43, Unit Nos. 1- 8, inclusive;
Building No. 44, Unit Nos. 1-10, inclusive;
Building No. 45, Unit Nos. 1- 8, inclusive;
Building No. 46, Unit Nos. 1-10, inclusive;
Building No. 47, Unit Nos. 1-10, inclusive;
Building No. 48, Unit Nos. 1- 4, inclusive;
Building No. 49, Unit Nos. 1-10, inclusive;
Building No. 50, Unit Nos. 1- 4, inclusive;
Building No. 51, Unit Nos. 1- 4, inclusive;
Building No. 52, Unit Nos. 1-10, inclusive;
Building No. 53, Unit Nos. 1- 4, inclusive;
Building No. 54, Unit Nos. 1- 8, inclusive;
Building No. 55, Unit Nos. 1-10, inclusive;
Building No. 56, Unit Nos. 1- 8, inclusive;
Building No. 57, Unit Nos. 1- 8, inclusive;
Building No. 58, Unit Nos. 1- 4, inclusive;
Building No. 59, Unit Nos. 1- 6, inclusive;
Building No. 60, Unit Nos. 1- 4, inclusive;
Building No. 61, Unit Nos. 1- 6, inclusive;
Building No. 62, Unit Nos. 1- 6, inclusive;

of Chippewill Condominium (being all of the units in that condominium), as the same are numbered and delineated in the Declaration thereof, of record in Deed Book 3430, page 357 et seq., the first amendment thereof, of record in Deed Book 3458, at page 80 et seq., the second amendment thereof, of record in Deed Book 3474, at page 183 et seq., and the third amendment thereof, of record in Official Record Volume 03094, at page A04 et seq., and the Drawings thereof recorded in Condominium Plat Book 2, at page 971 et seq., and amendments thereto recorded in Condominium Plat Book 3, at page 85 et seq., and page 182 et seq., all of the records of the Recorder of Franklin County, Ohio.

EXHIBIT B

AMENDED DECLARATION OF CONDOMINIUM
CHIPPEWILL CONDOMINIUM

Unit Information Sheet

Unit Designation	Approximate Living Area (Square Feet)(1)	Approximate Basement Area (Square Feet)	Stories (Including Basement)	Number of Rooms (Excluding Baths)	Number of Baths	Percentage Interest In Common Areas & Facilities
28-1	1724	675	3	7	2 1/2	0.44%
28-2	1529	664	3	6	2 1/2	0.39
28-3	1529	664	3	6	2 1/2	0.39
28-4	1529	664	3	6	2 1/2	0.39
28-5	1529	664	3	6	2 1/2	0.39
28-6	1724	675	3	7	2 1/2	0.44
29-1	1970	660	3	8	3	0.52
29-2	1529	664	3	6	2 1/2	0.45
29-3	1248	583	3	5	2 1/2	0.40
29-4	1248	583	3	5	2 1/2	0.40
29-5	1248	583	3	5	2 1/2	0.40
29-6	1248	583	3	5	2 1/2	0.40
29-7	1529	664	3	6	2 1/2	0.45
29-8	1970	660	3	8	3	0.52
30-1	1970	660	3	8	3	0.47
30-2	1529	664	3	6	2 1/2	0.39
30-3	1248	583	3	5	2 1/2	0.34
30-4	1248	583	3	5	2 1/2	0.34
30-5	1248	583	3	5	2 1/2	0.34
30-6	1248	583	3	5	2 1/2	0.34
30-7	1529	664	3	6	2 1/2	0.39
30-8	1529	664	3	6	2 1/2	0.39
31-1	1724	675	3	7	2 1/2	0.49
31-2	1529	664	3	6	2 1/2	0.45
31-3	1529	664	3	6	2 1/2	0.45
31-4	1248	583	3	5	2 1/2	0.40
31-5	1248	583	3	5	2 1/2	0.40
31-6	1529	664	3	6	2 1/2	0.45
31-7	1970	660	3	8	3	0.52
31-8	1970	660	3	8	3	0.52
31-9	1529	664	3	6	2 1/2	0.45
31-10	1724	675	3	7	2 1/2	0.49
32-1	1780	583	3	7	2 1/2	0.44
32-2	1248	583	3	5	2 1/2	0.34
32-3	1248	583	3	5	2 1/2	0.34
32-4	1248	583	3	5	2 1/2	0.34
32-5	1248	583	3	5	2 1/2	0.34
32-6	1248	583	3	5	2 1/2	0.34
32-7	1529	664	3	6	2 1/2	0.39
32-8	1529	664	3	6	2 1/2	0.39
32-9	1529	664	3	6	2 1/2	0.39
32-10	1970	660	3	8	3	0.47

EXHIBIT B

AMENDED DECLARATION OF CONDOMINIUM
CHIPPEWILL CONDOMINIUM

Unit Information Sheet

Unit Designation	Approximate Living Area (Square Feet)(1)	Approximate Basement Area (Square Feet)	Stories (Including Basement)	Number of Rooms (Excluding Baths)	Number of Baths	Percentage Interest in Common Areas & Facilities
33-1	1724	657	3	7	2 1/2	0.47%
33-2	1529	664	3	6	2 1/2	0.42
33-3	1529	664	3	6	2 1/2	0.42
33-4	1248	583	3	5	2 1/2	0.37
33-5	1248	583	3	5	2 1/2	0.37
33-6	1529	664	3	6	2 1/2	0.42
33-7	1529	664	3	6	2 1/2	0.42
33-8	1724	675	3	7	2 1/2	0.47
34-1	1017	-	1	5	2	0.28
34-2	1017	-	1	5	2	0.28
34-3	1017	-	1	5	2	0.28
34-4	1017	-	1	5	2	0.28
34-5	1017	-	1	5	2	0.28
34-6	1017	-	1	5	2	0.28
34-7	1017	-	1	5	2	0.28
34-8	1017	-	1	5	2	0.28
35-1	1970	660	3	8	3	0.47
35-2	1529	664	3	6	2 1/2	0.39
35-3	1249	583	3	5	2 1/2	0.34
35-4	1248	583	3	5	2 1/2	0.34
36-1	1724	675	3	7	2 1/2	0.47
36-2	1529	664	3	6	2 1/2	0.42
36-3	1529	664	3	6	2 1/2	0.42
36-4	1724	675	3	7	2 1/2	0.47
37-1	1970	660	3	8	3	0.47
37-2	1529	664	3	6	2 1/2	0.39
37-3	1249	583	3	5	2 1/2	0.34
37-4	1249	583	3	5	2 1/2	0.34
37-5	1529	664	3	6	2 1/2	0.39
37-6	1970	660	3	8	3	0.47
38-1	1780	580	3	7	3	0.47
38-2	1248	583	3	5	2 1/2	0.37
38-3	1249	583	3	5	2 1/2	0.37
38-4	1248	583	3	5	2 1/2	0.37
39-5	1529	664	3	6	2 1/2	0.42
38-6	1970	660	3	8	3	0.49
38-7	1970	660	3	8	3	0.49
39-8	1970	660	3	8	3	0.49

EXHIBIT B

AMENDED DECLARATION OF CONDOMINIUM
CHIPPENILL CONDOMINIUM

Unit Information Sheet

Unit Designation	Approximate Living Area (Square Feet)(1)	Approximate Basement Area (Square Feet)	Stories (Including Basement)	Number of Rooms (Excluding Baths)	Number of Baths	Percentage Interest In Common Areas & Facilities
39-1	1970	660	3	8	3	0.47%
39-2	1529	664	3	6	2 1/2	0.39
39-3	1248	583	3	5	2 1/2	0.34
39-4	1248	583	3	5	2 1/2	0.34
39-5	1248	583	3	5	2 1/2	0.34
39-6	1248	583	3	5	2 1/2	0.34
39-7	1529	664	3	6	2 1/2	0.39
39-8	1970	660	3	8	3	0.47
40-1	1724	675	3	7	2 1/2	0.47
40-2	1529	664	3	6	2 1/2	0.42
40-3	1529	664	3	6	2 1/2	0.42
40-4	1724	675	3	7	2 1/2	0.47
41-1	1970	660	3	8	3	0.49
41-2	1529	664	3	6	2 1/2	0.42
41-3	1248	583	3	5	2 1/2	0.37
41-4	1248	583	3	5	2 1/2	0.37
41-5	1529	664	3	6	2 1/2	0.42
41-6	1529	664	3	6	2 1/2	0.42
41-7	1529	664	3	6	2 1/2	0.42
41-8	1970	660	3	8	3	0.49
42-1	1970	660	3	8	3	0.52
42-2	1529	664	3	6	2 1/2	0.45
42-3	1248	583	3	5	2 1/2	0.40
42-4	1248	583	3	5	2 1/2	0.40
42-5	1529	664	3	6	2 1/2	0.45
42-6	1529	664	3	6	2 1/2	0.45
42-7	1529	664	3	6	2 1/2	0.45
42-8	1970	660	3	8	3	0.52
43-1	1780	580	3	7	3	0.49
43-2	1248	583	3	5	2 1/2	0.40
43-3	1248	583	3	5	2 1/2	0.40
43-4	1248	583	3	5	2 1/2	0.40
43-5	1248	583	3	5	2 1/2	0.40
43-6	1248	583	3	5	2 1/2	0.40
43-7	1529	664	3	6	2 1/2	0.45
43-8	1970	660	3	8	3	0.52

EXHIBIT B

AMENDED DECLARATION OF CONDOMINIUM
CHIPPEWILL CONDOMINIUM

Unit Information Sheet

Unit Designation	Approximate Living Area (Square Feet)(1)	Approximate Basement Area (Square Feet)	Stories (Including Basement)	Number of Rooms (Excluding Baths)	Number of Baths	Percentage Interest in Common Areas & Facilities
44-1	1780	580	3	7	3	0.49%
44-2	1248	583	3	5	2 1/2	0.40
44-3	1248	583	3	5	2 1/2	0.40
44-4	1248	583	3	5	2 1/2	0.40
44-5	1248	583	3	5	2 1/2	0.40
44-6	1248	583	3	5	2 1/2	0.40
44-7	1529	664	3	6	2 1/2	0.45
44-8	1529	664	3	6	2 1/2	0.45
44-9	1529	664	3	6	2 1/2	0.45
44-10	1970	660	3	8	3	0.52
45-1	1017	-	1	5	2	0.28
45-2	1017	-	1	5	2	0.28
45-3	1017	-	1	5	2	0.28
45-4	1017	-	1	5	2	0.28
45-5	1017	-	1	5	2	0.28
45-6	1017	-	1	5	2	0.28
45-7	1017	-	1	5	2	0.28
45-8	1017	-	1	5	2	0.28
46-1	1724	675	3	7	2 1/2	0.44
46-2	1529	664	3	6	2 1/2	0.39
46-3	1529	664	3	6	2 1/2	0.39
46-4	1248	583	3	5	2 1/2	0.34
46-5	1248	583	3	5	2 1/2	0.34
46-6	1529	664	3	6	2 1/2	0.39
46-7	1970	660	3	8	3	0.47
46-8	1970	660	3	8	3	0.47
46-9	1529	664	3	6	2 1/2	0.39
46-10	1724	675	3	7	2 1/2	0.44
47-1	1724	675	3	7	2 1/2	0.49
47-2	1529	664	3	6	2 1/2	0.45
47-3	1529	664	3	6	2 1/2	0.45
47-4	1248	583	3	5	2 1/2	0.37
47-5	1248	583	3	5	2 1/2	0.37
47-6	1248	583	3	5	2 1/2	0.37
47-7	1248	583	3	5	2 1/2	0.37
47-8	1529	664	3	6	2 1/2	0.42
47-9	1429	664	3	6	2 1/2	0.42
47-10	1724	675	3	7	2 1/2	0.47

EXHIBIT B

AMENDED DECLARATION OF CONDOMINIUM
CHIPPEWILL CONDOMINIUM

Unit Information Sheet

Unit Designation	Approximate Living Area (Square Feet)(1)	Approximate Basement Area (Square Feet)	Stories (Including Basement)	Number of Rooms (Excluding Baths)	Number of Baths	Percentage Interest In Common Areas & Facilities
48-1	1724	675	3	7	2 1/2	0.47%
48-2	1529	664	3	6	2 1/2	0.42
48-3	1529	664	3	6	2 1/2	0.42
48-4	1724	675	3	7	2 1/2	0.47
49-1	1724	675	3	7	2 1/2	0.47
49-2	1529	664	3	6	2 1/2	0.42
49-3	1529	664	3	6	2 1/2	0.42
49-4	1248	583	3	5	2 1/2	0.37
49-5	1248	583	3	5	2 1/2	0.37
49-6	1248	583	3	5	2 1/2	0.37
49-7	1248	583	3	5	2 1/2	0.37
49-8	1529	664	3	6	2 1/2	0.42
49-9	1529	664	3	6	2 1/2	0.42
49-10	1724	675	3	7	2 1/2	0.47
50-1	1724	675	3	7	2 1/2	0.44
50-2	1529	664	3	6	2 1/2	0.39
50-3	1529	664	3	6	2 1/2	0.39
50-4	1724	675	3	7	2 1/2	0.44
51-1	1724	675	3	7	2 1/2	0.47
51-2	1529	664	3	6	2 1/2	0.42
51-3	1529	664	3	6	2 1/2	0.42
51-4	1724	675	3	7	2 1/2	0.47
52-1	1724	675	3	7	2 1/2	0.47
52-2	1529	664	3	6	2 1/2	0.42
52-3	1529	664	3	6	2 1/2	0.42
52-4	1248	583	3	5	2 1/2	0.37
52-5	1248	583	3	5	2 1/2	0.37
52-6	1248	583	3	5	2 1/2	0.37
52-7	1248	583	3	5	2 1/2	0.35
52-8	1529	664	3	6	2 1/2	0.42
52-9	1529	664	3	6	2 1/2	0.42
52-10	1724	675	3	7	2 1/2	0.47
53-1	1724	675	3	7	2 1/2	0.47
53-2	1529	664	3	6	2 1/2	0.42
53-3	1529	664	3	6	2 1/2	0.42
53-4	1724	675	3	7	2 1/2	0.47

EXHIBIT B

AMENDED DECLARATION OF CONDOMINIUM
CHIPPENILL CONDOMINIUM

Unit Information Sheet

Unit Designation	Approximate Living Area (Square Feet)(1)	Approximate Basement Area (Square Feet)	Stories (Including Basement)	Number of Rooms (Excluding Baths)	Number of Baths	Percentage Interest in Common Areas & Facilities
54-1	1540	-	1	6	2	0.40%
54-2	1540	-	1	6	2	0.40
54-3	1270	-	1	5	2	0.33
54-4	1270	-	1	5	2	0.33
54-5	1540	-	1	6	2	0.40
54-6	1540	-	1	6	2	0.40
54-7	1270	-	1	5	2	0.33
54-8	1270	-	1	5	2	0.33
55-1	1724	675	3	7	2 1/2	0.44
55-2	1529	664	3	6	2 1/2	0.39
55-3	1529	664	3	6	2 1/2	0.39
55-4	1248	583	3	5	2 1/2	0.34
55-5	1248	583	3	5	2 1/2	0.34
55-6	1529	664	3	6	2 1/2	0.39
55-7	1970	660	3	8	3	0.47
55-8	1970	660	3	8	3	0.47
55-9	1529	664	3	6	2 1/2	0.39
55-10	1724	675	3	7	2 1/2	0.44
56-1	1540	-	1	6	2	0.40
56-2	1540	-	1	6	2	0.40
56-3	1270	-	1	5	2	0.33
56-4	1270	-	1	5	2	0.33
56-5	1540	-	1	6	2	0.40
56-6	1540	-	1	6	2	0.40
56-7	1270	-	1	5	2	0.33
56-8	1270	-	1	5	2	0.33
57-1	1017	-	1	5	2	0.29
57-2	1017	-	1	5	2	0.29
57-3	1017	-	1	5	2	0.29
57-4	1017	-	1	5	2	0.29
57-5	1017	-	1	5	2	0.29
57-6	1017	-	1	5	2	0.29
57-7	1017	-	1	5	2	0.29
57-8	1017	-	1	5	2	0.29
58-1	1780	580	3	7	3	0.44
58-2	1248	583	3	5	2 1/2	0.34
58-3	1248	583	3	5	2 1/2	0.34
58-4	1780	580	3	7	2 1/2	0.44

EXHIBIT B

AMENDED DECLARATION OF CONDOMINIUM
CHIPPEWILL CONDOMINIUM

Unit Information Sheet

Unit Designation	Approximate Living Area (Square Feet) (1)	Approximate Basement Area (Square Feet)	Stories (Including Basement)	Number of Rooms (Excluding Baths)	Number of Baths	Percentage Interest In Common Areas & Facilities
59-1	1970	660	3	8	3	0.47%
59-2	1529	664	3	6	2 1/2	0.39
59-3	1248	583	3	5	2 1/2	0.34
59-4	1248	583	3	5	2 1/2	0.34
59-5	1529	664	3	6	2 1/2	0.39
59-6	1970	660	3	8	3	0.47
60-1	1249	583	3	5	2 1/2	0.34
60-2	1248	583	3	5	2 1/2	0.34
60-3	1248	583	3	5	2 1/2	0.34
60-4	1780	580	3	7	2 1/2	0.44
61-1	1970	660	3	8	3	0.47
61-2	1529	664	3	6	2 1/2	0.39
61-3	1248	583	3	5	2 1/2	0.34
61-4	1248	583	3	5	2 1/2	0.34
61-5	1529	664	3	6	2 1/2	0.39
61-6	1970	660	3	8	3	0.47
62-1	1780	580	3	7	3	0.44
62-2	1248	583	3	5	2 1/2	0.34
62-3	1529	664	3	6	2 1/2	0.39
62-4	1529	664	3	6	2 1/2	0.39
62-5	1529	664	3	6	2 1/2	0.39
62-6	1970	660	3	8	3	0.46

(1) Excludes area in basement.

15001017

AMENDED BYLAWS

CRIPPEMILL CONDOMINIUM

AMENDED BYLAWS
INDEX

	PAGE
THE ASSOCIATION (ARTICLE I)	B-1
Name and Nature of Association (Section 1)	B-1
Membership (Section 2)	B-1
Voting Rights (Section 3)	B-1
Proxies (Section 4)	B-1
Meeting of Members (Section 5)	B-1
A. Annual Meeting	B-1
B. Special Meetings	B-2
C. Notices of Meetings	B-2
D. Quorum; Adjournment	B-2
E. Order of Business	B-2
Actions Without a Meeting (Section 6)	B-3
BOARD OF MANAGERS (ARTICLE II)	B-3
Number and Qualification (Section 1)	B-3
Present Managers (Section 2)	B-3
Successor Managers (Section 3)	B-3
Vacancies (Section 4)	B-3
Term of Office (Section 5)	B-4
Resignations (Section 6)	B-4
Nominations (Section 7)	B-4
Organization Meeting (Section 8)	B-4
Regular Meetings (Section 9)	B-4
Special Meetings (Section 10)	B-4
Quorum; Adjournment (Section 11)	B-5
Powers and Duties (Section 12)	B-5
Removal of Members of Board (Section 13)	B-5
Fidelity Bonds (Section 14)	B-6
OFFICERS (ARTICLE III)	B-6
Election and Designation of Officers (Section 1)	B-6
Term of Office; Vacancies (Section 2)	B-6
President (Section 3)	B-6
Vice Presidents (Section 4)	B-6
Secretary (Section 5)	B-7
Treasurer (Section 6)	B-7
Other Officers (Section 7)	B-7
Delegation of Authority and Duties (Section 8)	B-7
GENERAL POWERS OF THE ASSOCIATION (ARTICLE IV)	B-7
Common Expenses (Section 1)	B-7
A. Utility Service for Common Areas and Facilities	B-7
B. Casualty Insurance	B-7
C. Liability Insurance	B-8
D. Worker's Compensation	B-8
E. Wages and Fees for Services	B-8
F. Care of Common Areas and Facilities	B-8
G. Additional Expenses	B-8
H. Discharge of Mechanic's Lien	B-8
I. Certain Maintenance of Units	B-9

	PAGE
GENERAL POWERS OF THE ASSOCIATION (ARTICLE IV) (Continued)	B-9
Association's Right to Enter Units (Section 2)	B-9
Capital Additions and Improvements (Section 3)	B-9
Rules and Regulations (Section 4)	B-10
Special Services (Section 5)	B-10
Delegation of Duties (Section 6)	B-10
Individual Assessments for Expenses (Section 7)	B-10
BOOKS AND RECORDS (ARTICLE V)	B-10
AUDITS (ARTICLE VI)	B-11
GENERAL PROVISIONS (ARTICLE VII)	B-11
Indemnification (Section 1)	B-11
A. Third Party Actions	B-11
B. Derivative Actions	B-12
C. Rights After Successful Defense	B-12
D. Other Determinations of Rights	B-12
E. Indemnification of Agents, Employees, and Other Representatives	B-13
F. Advances of Expenses	B-13
G. Nonexclusiveness; Heirs	B-13
H. Purchase of Insurance	B-13
Amendments (Section 2)	B-14
Definitions (Section 3)	B-14

AMENDED BYLAWS

OF

CHIPPEWILL CONDOMINIUM UNIT OWNERS ASSOCIATION

ARTICLE 1

THE ASSOCIATION

Section 1. Name and Nature of Association. The Association has been and shall continue to be an Ohio corporation not for profit called "Chippewill Condominium Unit Owners Association", the "Association".

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

Section 3. Voting Rights. Each unit owner shall be entitled to one vote for each unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a unit, provided, that unless timely challenged by an owner of a fee simple interest in a unit, any owner of a fee simple interest in that unit may cast the entire vote with respect to that unit.

Section 4. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation of a member or members of a proxy to vote or act on behalf of that member or those members shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board by the member or members making such designation. Notice to the Board in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. Meeting of Members.

A. Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at a place as may be designated by the Board and specified in the notice of such meeting, at such time as may be designated by the Board and specified in the notice of the meeting. The annual meeting of members of the Association shall be held in May of each year.

B. Special Meetings. Special meetings of the members shall be called upon the written request of the president of the Association or, in case of the president's absence, death or disability, the vice president of the Association, who shall exercise the authority of the president, the Board by action at a meeting, or a majority of the members of the Board acting without a meeting, or of members entitled to exercise at least twenty-five percent (25%) of the voting power of members, or when required by the Condominium Act. Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

C. Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the secretary of the Association or any other person or persons required or permitted by these Amended Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any member of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, of the lack of proper notice, shall be deemed to be a waiver by that member of notice of such meeting.

D. Quorum; Adjournment. At any duly called and noticed meeting of the members of the Association, the members present, in person or by proxy, shall constitute a quorum for such meeting; provided, however, that no action required by law, the Amended Declaration, or by these Amended Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members may adjourn such meeting from time to time. If any meeting is 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.

E. Order of Business. The order of business at all meetings of members of the Association shall be as follows:

(1) Calling of meeting to order.

(2) Proof of notice of meeting or waiver of notice.

(3) Approval of minutes of preceding meeting.

(4) Reports of officers.

(5) Reports of committees.

(6) Election of inspectors of election.

(7) Election of members of Board.

(8) Unfinished and/or old business.

(9) New business.

(10) Adjournment.

Section 6. Actions Without a Meeting. All actions, except removal of a Board member, may be taken without a meeting with the approval of, and in a writing or writings signed by, members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting, but not less than members holding a majority of the voting power of members. Such writings shall be filed with the secretary of the Association.

ARTICLE II

BOARD OF MANAGERS

Section 1. Number and Qualification. The Board shall consist of seven persons nominated and elected by the membership.

Section 2. Present Managers. The seven members of the Board of Managers who are now serving in that capacity shall continue as Board members until the expiration of the terms to which they were elected.

Section 3. Successor Managers. At each annual meeting of members following the adoption of these Amended Bylaws, the unit owners shall determine, by majority vote of members voting, in person or by proxy, the number of members of the Board who shall serve for the ensuing year, which number shall be not fewer than seven nor more than ten. Those nominees for the vacancies on the Board receiving the greater number of votes shall be elected to serve on the Board for terms commencing at the end of that annual meeting and terminating at the end of the second annual meeting following their election. All members of the Board shall at all times be unit owners and occupants of a unit in the Condominium.

Section 4. Vacancies. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any vacancy for the unexpired term.

Section 5. Term of Office. Each Board member shall be elected to serve for a term of two (2) years, and shall hold office until his/her successor is elected, or until him/her earlier resignation, removal from office or death. Terms of elected Board members shall commence at the end of the annual meeting at which they are elected and expire at the end of the annual meeting in the year their terms expire.

Section 6. Resignations. Any Board member may resign at any time in a writing to that effect delivered to the secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation; however, Association business expenses incurred by Board members shall be reimbursable.

Section 7. Nominations. Nominations for the election of members of the Board shall be submitted by the nominees at least thirty (30) days prior to the election, together with such material regarding qualifications as the nominees desire to have disseminated to the membership. The Board, prior to the election, shall promulgate to all members a list of those nominees together with such material as the nominees have presented to the Board. In the event that insufficient nominees to fill the vacancies to be filled have been made, the Board, as constituted after the election, shall have the right to fill the vacancies. No nominations for the election may be made from the floor of the meeting or otherwise than as provided above.

Section 8. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Board members and those Board members whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such times and place as shall be determined by a majority of the Board, but at least four such meetings shall be held during each fiscal year.

Section 10. Special Meetings. Special meetings of the Board may be held at any time upon call by the president or any two Board members. Written notice of the time and place of each such meeting shall be given to each Board member either by personal delivery or by mail, telegram or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Board member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by that Board member of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the

meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 11. Quorum; Adjournment. A quorum of the Board shall consist of a majority of the Board members then in office, provided that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is 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. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Amended Declaration or in these Amended Bylaws.

Section 12. Powers and Duties. Except as otherwise provided by law, the Amended Declaration or these Amended Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes for which the Condominium exists and subject to the limitations prescribed by law, the Amended Declaration or these Amended Bylaws, the Board, for and on behalf of the Association, may:

A. purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein;

B. make contracts;

C. effect insurance;

D. borrow money, and issue, sell, and pledge notes, bonds and other evidences of indebtedness of the Association;

E. levy assessments, administrative and enforcement charges against unit owners;

F. employ a managing agent to perform such duties and services as the Board may authorize;

G. employ lawyers and accountants to perform such legal and accounting services as the Board may authorize; and

H. do all things permitted by law and exercise all power and authority within the purposes stated in these Amended Bylaws or the Amended Declaration or incidental thereto.

Section 13. Removal of Members of Board. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Board members may be removed with or without cause by the vote of the

members of the Association entitled to exercise a majority of the voting power of members of the Association, and a successor or successors to such Board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 14. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

ARTICLE III

OFFICERS

Section 1. Election and Designation of Officers. The Board shall elect a president, one or more vice presidents, with or without specialized titles or duties, a secretary, and a treasurer, each of whom shall be a member of the Board. The Board may also appoint an assistant treasurer and an assistant secretary and such other officers as in their judgment may be necessary, who may or may not be members of the Board but who are members of the Association.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may remove an officer at any time with or without cause by a majority vote of the Board members then in office. Any vacancy in any office may be filled by the Board.

Section 3. President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and shall preside at all meetings of the Board. Subject to directions of the Board, the president shall have general executive supervision over the business and affairs of the Association. The president may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Amended Declaration or in these Amended Bylaws.

Section 4. Vice Presidents. The vice president or first vice president, if more than one is elected, shall perform the duties of the president whenever the president is unable to act and shall have such other authority and perform such other duties as may be determined by the Board. The other vice presidents, if any, shall perform such duties as the Board may determine, from time to time.

Section 5. Secretary. The secretary shall keep the minutes of meetings of the members of the Association and of the Board. The secretary shall keep such books as may be required by the Board, shall give notices of meetings of members of the Association and of the Board required by law, the Amended Declaration or by these Amended Bylaws, and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Amended Declaration or in these Amended Bylaws.

Section 6. Treasurer. The treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board. The treasurer shall keep accurate financial accounts and hold the same open for the inspection and examination of the Board and shall have such authority and shall perform such other duties as may be determined by the Board.

Section 7. Other Officers. The assistant secretaries and assistant treasurers, if any, and any other officers whom the Board may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.

Section 8. Delegation of Authority and Duties. The Board is authorized to delegate the authority and duties of any officer to any other officer and generally to control the actions of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 1. Common Expenses. The Association, for the benefit of all the unit owners, subject to the provisions of the Amended Declaration, shall pay all common expenses arising with respect to, or in connection with, the condominium property, including without limitation, the following:

A. Utility Service for Common Areas and Facilities. The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the common areas and facilities, excluding the limited common areas and facilities. Upon determination by the Board that any unit owner is using excessive amounts of any utility services the cost of which are common expenses, the Association shall have the right to levy special assessments against such unit owner to reimburse the Association for the expense incurred as a result of such excessive use.

B. Casualty Insurance. The premium upon a policy or policies of casualty insurance insuring the condominium property, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Amended Declaration.

C. Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board, the unit owners and the occupants against liability for personal injury, disease, illness or death or for injury to or destruction of property occurring upon, in or about, or arising from or relating to the common areas and facilities, as provided in the Amended Declaration.

D. Worker's Compensation. Worker's compensation insurance to the extent necessary to comply with any applicable laws.

E. Wages and Fees for Services. The wages and/or fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the condominium property, the services of any person or persons required for the maintenance or operation of the condominium property (including a recreation director, if any), and legal and/or accounting services necessary or proper in the operation of the condominium property or the enforcement of the Amended Declaration and these Amended Bylaws and for the organization, operation and enforcement of the rights of the Association.

F. Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, tuck-pointing, maintaining, decorating, repairing and replacing of the common areas and facilities, excluding the limited common areas and facilities; provided, however, structural maintenance and repair to garages shall be the responsibility of the Association unless such maintenance or repair is caused by the unit owner, in which case that owner shall be responsible.

G. Additional Expenses. The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, replacements, structural alterations and insurance, which the Association is required to secure or pay for pursuant to the terms of the Amended Declaration and these Amended Bylaws or by law or which the Association deems necessary or proper for the maintenance and operation of the condominium property as a first class condominium project or for the enforcement of the Amended Declaration and these Amended Bylaws.

H. Discharge of Mechanic's Lien. Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Board constitute a lien against the condominium property or against the common areas and facilities, rather than merely against the interests therein of such unit owner responsible for the existence of such lien or encumbrance; provided, however, that the Association shall levy a special assessment against such unit owner to recover the amount expended in discharging such lien or encumbrance.

1. Certain Maintenance of Units. The cost of the maintenance and repair of the limited common areas and facilities and of any unit, if such maintenance or repair is necessary, in the discretion of the Board, to prevent damage to or destruction of any part of the common areas and facilities, or any other unit, the unit owner having the exclusive right to use such limited common areas and facilities or owning such unit requiring such maintenance or repair having failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Association to said unit owner; provided, however, that the Association shall levy a special assessment against such unit owner to recover the amount expended for such maintenance or repair.

Section 2. Association's Right to Enter Units. The Association or its agents may enter any unit or portion of the limited common areas and facilities when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the unit owner as practicable, and any damage caused thereby shall be repaired by the Association. The Association reserves the right to retain a pass key to each unit and no locks or other devices shall be placed on the doors to the units to obstruct entry through the use of such pass key. In the event of any emergency originating in or threatening any unit at any time when required alterations or repairs are scheduled, the managing agent or the managing agent's representative or any other person designated by the Board may enter the unit immediately, whether the unit owner is present or not.

Section 3. Capital Additions and Improvements. Whenever in the judgment of the Board new capital improvements are to be constructed, as opposed to altering, improving, maintaining, repairing or replacing existing capital improvements, costing in excess of five percent (5%) of that fiscal year's budget, and the making of such capital improvements shall have been approved by unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of unit owners and the consent of eligible mortgagees as provided in the Amended Declaration, the Board shall proceed with said capital improvements and shall assess all unit owners for the cost thereof as a common expense. Any such common expense shall be prorated among all units in proportion to their respective undivided interests in the common areas and facilities, and shall become due and payable on such date or dates as the Board determines following written notice to the unit owners.

Any capital improvements costing less than provided above may be made by the Board without approval of the unit owners, and the cost thereof shall constitute a common expense. To the extent that the reserves of the Association are sufficient to cover the expense of any capital improvement not requiring the approval

of members of the Association and eligible mortgagees, the cost thereof shall first be paid from those reserves.

Section 4. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, or the Board, may adopt such reasonable rules and from time to time amend the same as it or they may deem advisable for the maintenance, conservation and beautification of the condominium property, and for the health, comfort, safety and general welfare of the unit owners and occupants. Written notice of such rules shall be given to all unit owners and occupants and the condominium property shall at all times be maintained subject to such rules. In the event such rules shall conflict with any provisions of the Amended Declaration or of these Amended Bylaws, the provisions of the Amended Declaration and of these Amended Bylaws shall govern.

Section 5. Special Services. The Board may arrange for special services and facilities for the benefit of such unit owners and occupants as may desire to pay for the same, including, without limitation, the cleaning, repair and maintenance of units and special recreational, educational and medical facilities. The cost of any such special services or facilities shall be determined by the Board and may be charged directly to participating unit owners as a special assessment or paid by the Association, in which case a special assessment shall be levied against such participating unit owners to reimburse the Association therefor.

Section 6. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board and officers, from delegating in accordance with the Amended Declaration, to persons, firms or corporations, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall, from time to time, specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 7. Individual Assessments for Expenses. Any and all costs of enforcement proceedings as described in the Amended Declaration, the Amended Bylaws or rules of the Association, including attorney's fees, shall constitute a special assessment against the unit owned or occupied by the person or persons against whom such enforcement is sought.

ARTICLE V

BOOKS AND RECORDS

The Association shall keep full and correct books of account and the same shall be open for inspection by any unit owner or that unit owner's representative duly authorized in writing, and the holder, insurer or guarantor of any mortgage on a unit, at such reasonable time or times during normal business hours as may

be requested by such unit owner, holder, insurer or guarantor. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any unit owner shall be furnished a statement of that unit owner's account setting forth the amount of any unpaid assessments or other charges due and owing from that unit owner. In addition, during normal business hours or under other reasonable circumstances the Association shall have available for inspection by unit owners, holders, insurers and guarantors of first mortgages on units, and prospective purchasers, current copies of the Amended Declaration, Bylaws, and Drawings, and all amendments thereto, and the rules and regulations governing operation of the Condominium.

ARTICLE VI

AUDITS

The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting. If requested by a majority of the members of the Board, or unit owners holding a majority of the voting power of members, or eligible mortgagees holding a majority of the mortgages held by eligible mortgagees, such audit shall be made by a certified public accountant, and copies provided to those requesting the same.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Indemnification.

A. Third Party Actions. The Association shall indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action, suit or proceeding by or in the right of the Association) by reason of the fact that that person is or was a Board member or officer of the Association or is or was serving at the request of the Association as a director, trustee, officer or employee of another domestic corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if that person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendre or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and

in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(B) Derivative Actions. The Association shall indemnify any person who was or is a party or threatened to be made a party to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Board member or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith, and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless, and only to the extent that the Court of Common Pleas or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Common Pleas or such other court shall deem proper.

(C) Rights After Successful Defense. To the extent that a Board member, officer, or employee has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in the preceding paragraphs of Section 1 of Article VII or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

(D) Other Determinations of Rights. Except as otherwise provided in paragraph C. of this Article, any indemnification under paragraphs A. and B. (unless ordered by a court) shall be upon a determination that indemnification of the Board member, officer, or employee is proper under the circumstances because he or she has met the applicable standard of conduct set forth in paragraph A. and B. Such determination shall be made by (1) the court having jurisdiction of the action, suit, or proceeding against such Board member, officer or employee of a suit involving his or her right to indemnification, or (2) a majority vote of those Board members who were not and are not parties to such action, suit, proceeding (whether or not such a majority constitutes a quorum), or, if there are not at least two such Board members of the Association then in office, other than

those involved in such matter, by a majority of a committee (selected by the Board of Managers) of three or more persons (not including any person involved in such matters) who are, to the extent possible, members of the Association, provided that such indemnity in case of a settlement shall not be allowed by such committee unless independent legal counsel (meaning a lawyer who is not a Board member, officer, or employee of the Association, and is not a partner or professional associate of a Board member, officer, or employee of the Association) that such settlement is reasonable in amount and in the best interest of the Association. If independent legal counsel is so used, he or she shall be compensated by the Association.

(E) Indemnification of Agents, Employees, and Other Representatives. The Association may, from time to time, and in its sole discretion, indemnify any person who is or was an agent, employee, or other authorized representative of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of that person's status as such, in the same manner and to the same extent as provided herein for Board members and officers of the Association.

(F) Advances of Expenses. Expenses of each person indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the Board member, officer, or employee, to repay such amount unless it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

(G) Nonexclusiveness; Heirs. The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law or under these Amended Bylaws, any agreement, vote of members, any insurance purchased by the Association, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Board member, officer, or employee and shall inure to the benefit of the heirs, executors, and administrators of such person.

(H) Purchase of Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Board member, officer, agent, or employee of the Association, or is or was serving at the request of the Association as a director, trustee, officer or employee of another corporation, partnership, joint venture, trust, or other enterprise against any liability

asserted against him or her or incurred by him or her in any such capacity, or arising out of that person's status as such, whether or not the Association would have the power to indemnify that person against such liability under the provisions hereof or or of the Ohio nonprofit corporation law.

Section 2. Amendments. Any modification or amendment of these Amended Bylaws shall be made only by means of an amendment to the Amended Declaration as provided therein, and such modification or amendment shall be effective from the time the certificate setting forth such modification or amendment provided for in the Amended Declaration is delivered to the Franklin County Recorder for record.

Section 3. Definitions. The terms used in these Amended Bylaws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these Amended Bylaws and of any amendments hereto, shall have the respective meanings specified in the Amended Declaration.

IN TESTIMONY WHEREOF, the undersigned certify that the foregoing Amended Bylaws were duly adopted as certified in the Amended Declaration to which this is appended.

President

Secretary

Chippewill Condominium Unit Owners Association

STATE OF OHIO
DEPARTMENT OF STATE

TED W. BROWN
SECRETARY OF STATE

E003-0879
RECEIPT NO. 36772

DATE 9/10/74

45774E
NUMBER

E003-0879

RECEIVED OF
OR FILED BY SCHOTTENSTEIN-BAREL ET AL

THE SUM OF $ 25.00 FOR FILING ARM OF

CHIPPENHILL CONDOMINIUM UNIT OWNERS ASSOCIATION

RETURN TO:

36772
SCHOTTENSTEIN,BAREL ET AL
ATT:M.E.STAMPSON
250 E.BROAD ST.-MEZZ.FL.
COLUMBUS, OH 43215

ARM $ 25.00

TOTAL FEE $ 25.00

NAME
CHIPPENHILL CONDOMINIUM UNIT OWNERS ASSOCIATION

TED W. BROWN
Secretary of State

Certificate

457560

It is Hereby Certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARR of CUYAHOGA COMMUNICATION AND CABLING ASSOCIATION

United States of America
STATE OF OHIO
Office of the Secretary of State

Recorded on Roll 1003 at Frame 0881 of the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the City of Columbus, Ohio, this 10th day of SEPTEMBER, A.D. 19 71

TED W. BROWN
Secretary of State

45778

ARTICLES OF INCORPORATION

OF

CHIPPEWILL CONDOMINIUM UNIT OWNERS ASSOCIATION

The undersigned, desiring to form a corporation, not for profit, under the Ohio Non-Profit Corporation Law §1702.01 to 1702.58, inclusive, of the Revised Code of Ohio, does hereby certify:

FIRST. The name of the said corporation shall be CHIPPEWILL CONDOMINIUM UNIT OWNERS ASSOCIATION.

SECOND. The place in the State of Ohio where the principal office of the corporation is to be located is the City of Columbus, County of Franklin, Ohio.

THIRD. The purpose or purposes for which the corporation is formed are:

(a) To function as a unit owners association for condominium property as required by §5311.08, Revised Code of Ohio, and in connection therewith, to develop, maintain, improve, repair, alter, operate, administer, service and generally manage the condominium property of Chippewill Condominium located in the City of Columbus, County of Franklin, Ohio;

(b) To enforce all covenants, restrictions, reservations, servitudes, profits, licenses, conditions, agreements, easements and liens to which such condominium property is or may become subject and which the Association shall have the

right to enforce;

(c) To represent and promote the welfare of its members generally, and to cooperate with municipal, county, state and other public authorities for the promotion and betterment of the interests of such members;

(d) To purchase, lease or otherwise acquire, to hold and use, to sell, lease or otherwise dispose of, and to deal in or with personal property of any description and any interest therein;

(e) To purchase, lease or otherwise acquire, to invest in, hold, use and encumber, to sell, lease, exchange, transfer or otherwise dispose of, and to construct, develop, improve, equip, maintain and operate structures and real property of any description and any interest therein;

(f) To borrow money, to issue, sell and pledge its notes, bonds and other evidences of indebtedness, to secure any of its obligations by mortgage, pledge or deed of trust of all or any of its property, and to guarantee and secure obligations of any person, all to the extent necessary, useful or conducive to carrying out any of the purposes of the corporation;

(g) To invest its funds in any shares of other securities of another corporation, business or undertaking or of a

government, governmental activity or governmental subdivision; and

(b) To do whatever is deemed necessary, useful or conducive to carrying out any of the purposes of the corporation and to exercise all other authority enjoyed by corporations generally by virtue of the provisions of the Ohio Non-Profit Corporation Law.

Nothing in these Articles of Incorporation or in the Code of Regulations shall authorize the corporation to, and the corporation shall not, enter into any transaction, carry on any activity, or engage in any business for pecuniary profit. No net earnings of the corporation, if any, shall inure to the benefit of any incorporator, member, or any Member of the Board of Managers or Trustees of the corporation, or any private individual.

The corporation shall not, and no clause of this Article third shall be construed as authorizing the corporation to, do any act or enter any agreement or deal with real or personal property in a manner which would violate any provision of Chapter 5731 of the Ohio Revised Code or any amendments thereto.

FOURTH. As permitted by §1702.31(F) of the Ohio Revised Code, the Trustees of the corporation shall be designated the Board of Managers. The Board of Managers shall serve as the Trustees of the corporation and shall exercise all of the powers and have all of the

duties of the Trustees as defined in Chapter 1702 of the Ohio Revised Code except as such powers may be limited by the provisions of Chapter 5311 of the Ohio Revised Code and by the provisions of the Declaration of Condominium Ownership of Chippewill Condominium.

The following persons shall serve the corporation as the Board of Managers until their respective successors shall be duly elected.

Matthew Fuller	4292 East Dublin-Granville Road Westerville, Ohio 43081
Curtis E. Blank	4290 East Dublin-Granville Road Westerville, Ohio 43081
Robert Koehler	4290 East Dublin-Granville Road Westerville, Ohio 43081
Harry S. Schmidt III	21 North Fourth Street Columbus, Ohio 43215

FIFTH. Upon dissolution of the corporation, any assets remaining after payment or adequate provision for payment of all debts and obligations of the corporation shall be expended in furtherance of the purposes set forth herein. If no successor in interest to the corporation is formed to administer the property of the corporation, its assets shall be distributed to its members according to a plan adopted and administered by the Board of Managers of the corporation, which plan shall comply with the requirements of Chapter 5311 of the Ohio Revised Code.

SIXTH. No provisions of these Articles shall be construed to

-2-

The corporation powers to do any act in any manner whatsoever or deal with property of any description whatsoever which action or dealing would be forbidden a unit owners association under Chapter 5311 of the Ohio Revised Code.

IN WITNESS WHEREOF, the undersigned has subscribed his name on September 6, 1974.

Kenneth C Harman

Kenneth C. Harman, Incorporator

E0003-0886

ORIGINAL APPOINTMENT OF AGENT

THE UNDERSIGNED, being the sole incorporator of CHIPPEWA CONDOMINIUM UNIT OWNERS ASSOCIATION, hereby appoints himself, Kenneth C. Harman, a natural person resident in the county in which the corporation has its principal office, as agent of the corporation upon whom any notice or demand required or permitted by statute to be served upon the corporation may be served. His business address is 250 East Broad Street, Fourteenth Floor, Columbus, Franklin County, Ohio 43215.

Kenneth C Harman
Kenneth C. Harman

Dated: September 1, 1974

Chippewill Condominium Unit Owners' Association

Collection Policy

The following collection policy is hereby adopted by the Board of Directors (herein after referred to as "Board") on this 16th day of December, 2025.

1. Monthly assessments are due on the first (1st) day of each month. Monthly assessments are considered late if not received by the tenth (10th) of each month. The Association is permitted to charge operating assessments, special assessments, special individual unit assessments, enforcement assessments and all other charges lawfully assessed against the unit owner.

2. An administrative late fee of **$35.00** per month shall be assessed for any late payment or any unpaid assessment due the association. The Board reserves the right to increase the late fee from time to time. A NSF fee of $35.00 shall be charged to the Unit owner's account for each check or automatic withdrawal that is returned or cancelled for insufficient funds in the Unit owner's account. The association may charge an administrative handling fee for delinquent accounts due to costs incurred by the management company completing administrative tasks related to past due balances owed.

3. The association's management company may send and charge the delinquent owner a fee for a late notice/reminder letter to any owner who is **30 days** or more in arrears.

4. The association's attorney shall send a demand letter to any owner who is more than **60** days in arrears, with the costs of the letter to be added to the owner's account.

5. The association's attorney shall prepare and file a lien against any owner who is more than **90** days in arrears. The association's attorney shall file a lien release upon full payment of any past due balance owed, including the cost of the lien release, if a lien has been filed for an unpaid balance.

6. All costs related to collection of unpaid assessments, including attorney fees and paralegal fees, court costs, postage, and recording/filing fees will be charged to the delinquent owner's account and made a part of the unpaid balance owed to the association.

7. The association's attorney shall prepare and file foreclosure, with the Board's authorization, against any owner that is delinquent in the payment of any assessments and related charges by more **$1,500.00,** unless directed otherwise by the Board. The complaint shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

8. The association's attorney shall file a protective Answer or an Answer and Cross-Claim, with the Board's authorization in any foreclosure initiated by the owner's lender or another lien holder. The association's Cross-claim shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

9. At the discretion of the Board, the association's attorney may file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division). There is no limit on the delinquent amount as to when this action can be filed.

10. This collection policy will remain in full force and effect until such time as the Board, in its full and complete discretion, changes the collection policy.

11. Payments received on delinquent accounts shall be applied in the following order: (1) to any interest owed to the Association; (2) to late fees owed to the Association; (3) to collection costs, attorney's fees, and paralegal fees incurred by the Association; and (4) to the principal amounts owed to the Association for the common expenses or penalty assessments chargeable against the unit.

12. Once the Board has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment that is submitted on a delinquent account.

13. Nothing contained in this collection policy shall be deemed a condition precedent to any of the collection actions set forth above.

14. In the event the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any of the delinquency milestones set forth herein or to address incidents of serial delinquency, the Board may authorize the immediate filing of a lien and/or foreclosure.

15. The Board will suspend the voting privileges and reserves the right to suspend the use of the recreational facilities for any Unit Owner more than **30** days delinquent in the payment of assessments until such time as the account is paid in full.

The President of Chippewill Condominium Unit Owners' Association hereby acknowledges this collection policy was adopted by a majority of the Board of Directors at a duly called and noticed meeting of the Board of Directors for Chippewill Condominium Unit Owners' Association, on this 10th day of December, 2025, or in the alternative, by unanimous vote of the members of the Board without a meeting but in a writing.

Mari Campbell

President, Chippewill Condominium
Unit Owners' Association

Secretary, Chippewill Condominium Unit
Owners' Association

Chippewill Condominium Unit Owners' Association
Collection Policy

The following collection policy is hereby adopted by the Board of Directors (herein after referred to as "Board") on this 27th day of OCT, 20 20

1. Monthly assessments are due on the first (1st) of each month. Monthly assessments are considered late if not received by the 10th of each month.

2. An administrative late fee of **$25.00** per month shall be assessed for any late payment or any unpaid assessment due the association. The Board reserves the right to increase the late fee from time to time. A NSF fee of $35.00 shall be charged to the Unit owner's account for each check or automatic withdrawal that is returned or cancelled for insufficient funds in the Unit owner's account. The association may charge an administrative handling fee for delinquent accounts due to costs incurred by the management company completing administrative tasks related to past due balances owed.

3. The association's management company shall send a late notice/reminder letter to any owner who is **30 days** or more in arrears.

4. The association's attorney shall send a demand letter to any owner who is more than **60** days in arrears, with the costs of the letter to be added to the owner's account.

5. The association's attorney shall prepare and file a lien against any owner who is more than **90** days in arrears. The association's attorney shall file a lien release upon full payment of any past due balance owed, including the cost of the lien release, if a lien has been filed for an unpaid balance.

6. All costs related to collection of unpaid assessments, including attorney fees and paralegal fees, court costs, postage, and recording/filing fees will be charged to the delinquent owner's account and made a part of the unpaid balance owed to the association.

7. The association's attorney shall prepare and file foreclosure, with the Board's authorization, against any owner that is delinquent in the payment of any assessments and related charges by more **$1,200.00**, unless directed otherwise by the Board. The complaint shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

8. The association's attorney shall file a protective Answer or an Answer and Cross-Claim, with the Board's authorization in any foreclosure initiated by the owner's lender or another lien holder. The association's Cross-claim shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

9. At the discretion of the Board, the association's attorney may file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division). There is no limit on the delinquent amount as to when this action can be filed.

10. This collection policy will remain in full force and effect until such time as the Board, in its full and complete discretion, changes the collection policy.

11. Payments received on delinquent accounts shall be applied in the following order: (1) to any interest owed to the Association; (2) to late fees owed to the Association; (3) to collection costs, attorney's fees, and paralegal fees incurred by the Association; and (4) to the principal amounts owed to the Association for the common expenses or penalty assessments chargeable against the unit.

12. Once the Board has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment that is submitted on a delinquent account.

13. Nothing contained in this collection policy shall be deemed a condition precedent to any of the collection actions act forth above.

14. In the event the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any of the delinquency milestones set forth herein or to address incidents of serial delinquency, the Board may authorize the immediate filing of a lien and/or foreclosure.

15. The Board will suspend the voting privileges and the right to use the recreational facilities (if any) for any Unit Owner more than **30** days delinquent in the payment of assessments until such time as the account is paid in full.

The President of Chippewill Condominium Unit Owners'Association hereby acknowledges this collection policy was adopted by a majority of the Board of Directors at a duly called and noticed meeting of the Board of Directors for Chippewill Condominium Unit Owners' Association.

Kelly M. Castle
Print Name, President of Chippewill Condominium Unit Owners' Association

Kelly M. Castle
Signature, President of Chippewill Condominium Unit Owners' Association

Date 10/29/20

DO NOT DETACH



Instrument Number: 202505020044793
Recorded Date: 05/02/2025 9:59:46 AM



Daniel J. O'Connor Jr.
Franklin County Recorder
373 South High Street, 18th Floor
Columbus, OH 43215
(614) 525-3930
http://Recorder.FranklinCountyOhio.gov
Recorder@FranklinCountyOhio.gov

Return To (Mail Envelope):
WILLIAMS & STROHM LLC

Mail Envelope

Transaction Number: T20250031443
Document Type: CONDOMINIUM DECLARATION
Document Page Count: 3

Submitted By (Walk-in):
WILLIAMS & STROHM LLC

Walk-in

First Grantor:
CHIPPEWILL CONDOMINIUM UNIT OWNERS ASSN

First Grantee:
CHIPPEWILL CONDOMINIUM

Fees:	
Document Recording Fee:	$34.00
Additional Pages Fee:	$8.00
Marginal Reference Fee:	$8.00
Total Fees:	$50.00
Amount Paid:	$50.00
Amount Due:	$0.00

Instrument Number: 202505020044793
Recorded Date: 05/02/2025 9:59:46 AM

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

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If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION

TRANSFER
NOT NECESSARY

MAY 02 2025

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

M JO

MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION FOR CHIPPEWILL CONDOMINIUM

Auditor's Certificate

This is to certify that a copy of this Amendment to the Amended and Restated Declaration of Chippewill Condominium has been filed with the Auditor of Franklin County, Ohio, this 2 day of May 2025.

DEPUTY AUDITOR OF FRANKLIN COUNTY, OHIO

By: Jarian Ogden
Deputy Auditor

This instrument prepared by: Robin L. Strohm, Esq., Williams & Strohm, LLC, Attorneys at Law, 2 Miranova Place, Suite 380, Columbus, Ohio 43215-7047.

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION FOR CHIPPEWILL CONDOMINIUM

This Amendment to the Amended and Restated Declaration of Chippewill Condominium is made this 29 day of April, 2025.

RECITALS

A. Chippewill Condominium is a condominium created under Ohio's condominium law pursuant to the filing of a Declaration of Condominium recorded on September 9, 1974, in Volume 3430, Page 357, and later amended and restated in its entirety in the Amended and Restated Declaration recorded on September 13, 1990, in Volume 15801, Page E- 11, Franklin County, Ohio.

B. Pursuant to Section 16. Amendments., (B) Method to Amend., of the Amended and Restated Declaration of September 13, 1990, and the provisions of Ohio Revised Code Section 531.05(E)(1)(b), the undersigned officers of the condominium hereby certify that the following amendment has been adopted by no less than a majority of the members of the Board of Directors for Chippewill Condminium Unit Owners' Association.

C. The purpose of this amendment is to amend the Amended and Restated Declaration to meet the requirements of insurance underwriters when securing insurance for the Chippewill Condominium Unit Owners' Association based on the deductible amount required by the insurance underwriters for the insurance carrier(s) writing and servicing the Association's insurance policies as required by the Declaration. The deductible is based on insurance underwriting requirements, pertaining to per occurrence deductibles and other policy deductibles as required for the Association to obtain sufficient insurance coverages for the Condominmium as required by the Declaration and Ohio Revised Code.

NOW THEREFORE, the Amended and Restated Declaration of September 13, 1990, is amended in Section 12., Insurance, Losses, Bonds. (A)(vi) as follows:

Removal of this provision:

(vi) shall ~~have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount.~~

Replacement of the above removed provision with this new provision:

(g) *have a deductible in an amount determined by the Board, based on insurance underwriting requirements, to be adequate in order to secure the appropriate types and amounts of insurance as required by the Declaration, in the Board's sole and unfettered discretion.*

D. All other provisions of the Amended and Resated Declaration of September 13, 1990 shall remain in full force and effect.

E. The effective date of this Amendment shall be the date of recording with the Franklin County Recorder.

F. Pursuant to Ohio Revised Code Chapter 5311.05(E)(3), any Unit Owner filing a declaratory judgment to have this amendment declared invalid must do so within one year from the date of the recordation of the amendment.

IN WITNESS WHEREOF, the President and Secretary of Chippewill Condominium Unit Owenrs' Associatoin has hereunto set his/her hands this 29 day of April, 2025.

Marie Campbell
President

Marie Campbell
Printed

R. David Campbell
Secretary

R. David Campbell
Printed

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named Marie Campbell, President and R. David Campbell, Secretary swore the signing hereof to be of their own free and voluntary act and that the same is true this 29 day of April, 2025.

NOTARY PUBLIC



CHIPPEWILL CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC.
INSURANCE DEDUCTIBLE RULE

This Insurance Deductible Rule ("Rule") for Chippewill Condominium Unit Owners' Association, Inc.,("Association") relates to the payment of insurance deductibles arising out of claims made on the Association's casualty insurance policy (excluding wind/hail damage claims filed by the Association), regardless of whether paid out-of-pocket by the Association or deducted from the proceeds of a covered claim by the Association's insurer. The Association's insurance will be primary, even if a Unit Owner has other insurance that covers the same loss. Damages below the insurance deductible are not covered by the Association's insurance and, therefore, this Rule does not apply to those situations. Unit Owners should contact their individual homeowner's policy insurance carriers and obtain coverage for damages to their units that will not be covered by the Association's insurance (1) when the damages are below the deductible and (2) for situations where they may be responsible for the payment of all or a portion of the deductible under this Rule.

The Declaration requires the Association's insurance premiums to be paid as a common expense by all Unit Owners. Under this directive, the Board includes amounts sufficient to cover payment of premiums on Association insurance policies and insurance deductibles for which it may be responsible. Nothing in the Declaration or Bylaws, however, requires the Board to budget for the payment of all insurance deductibles for all claims made on the Association's insurance policies and the Board does not include a line item for the payment of all insurance deductibles in its budget from year to year.

Pursuant to Ohio Revised Code Section 5311.081(B)(5), the Board has adopted this Rule regarding the payment and distribution of insurance deductible amounts when a claim is filed with the Association's casualty insurance and the amount of the claim exceeds the deductible for such claims, and the Association's insurer requires payment of the deductible:

Any insurance deductible amounts paid by the Association or deducted from the proceeds for casualty loss claims that affect a unit shall be apportioned between all affected Unit Owners and the Association based upon the percentage of the total cost of damages estimated to repair any unit (or component of a unit) and the percentage the total cost of damages estimated to repair the Common Elements. The affected Unit Owner(s) shall pay the percentage of the deducible that matches the percentage of the cost of repairs attributed to the Owner's unit, and any component thereof. The Association shall pay the percentage of the deductible that matches the percentage of the cost of repairs attributed repair the Limited Common and Common Elements. The Board, in its sole and reasonable discretion, shall determine the percentages of the deductible that will be borne by affected Unit Owners and Association, respectively. If the damage to the unit and/or Common Elements, including Limited Common Elements, is caused by negligence or an intentional action attributable to the Association, then the Association will be responsible for payment of the entire deductible amount.

If the damage to the unit and/or Common Elements (including Limited Common Elements) is caused by the negligent or intentional actions of the Unit Owner, guests, or

occupants of the unit, the entire deductible shall be paid by the Unit Owner. If the Unit Owner fails to pay the apportioned amount within a reasonable time determined by the Board, then the Board may file a lien against the unit for nonpayment of the deductible amount and foreclose on that lien pursuant to Ohio law. In addition, the Board may seek a personal judgment against the Unit Owner for nonpayment of the amount of the deductible which is not paid. The Unit Owner will be responsible for all costs of collection, whether for actions in equity or at law, including attorney fees and paralegal fees that are incurred by the Association as a result of the Unit Owner's nonpayment of the deductible.

Due to the amount of the Association's deductible for wind/hail damage claims, if such a claim is filed in relation to any building within the Condominium, the amount of the deductible relating to that claim will be assessed amongst all Unit Owners as a special assessment to be paid by each Unit Owner per the undivided percentage interest for the Unit owned by the Unit Owner. The Board will notify each Unit Owner of the special assessment in writing and will allow no less than ten (10) days for the payment of the special assessment.

The Board may seek a personal judgment against the Unit Owner for nonpayment of the amount of the special assessment related to the wind/hail damage claim which is not paid. The Unit Owner will be responsible for all costs of collection, whether for actions in equity or at law, including attorney fees and paralegal fees that are incurred by the Association as a result of the Unit Owner's nonpayment of the deductible.

This Insurance Deductible Rule ("Rule") for Chippewill Condominium Association has hereby been approved by a majority of the Board at a duly called and noticed meeting of the Board, on 4-25, 2025, or in the alternative, by unanimous consent of all Board members in a writing without a meeting.

Mark Campbell, Board President

President, Chippewill Condominium Unit Owners' Association, Inc.

04/29/2025

Dear Residents,

In accordance with the regulations established by our insurance provider, Chippewill Condominium Unit Owners Association has implemented a revised policy concerning outdoor grilling. This policy is effective immediately and has been put in place to ensure the safety and well-being of all residents within the community.

Outdoor Grilling Policy:

1. **Prohibited Items:** The use of charcoal grills is strictly prohibited within the community premises. This prohibition has been enacted in alignment with the safety guidelines set by our insurance provider and is aimed at minimizing potential risks.

2. **Acceptable Grills:** While charcoal grills are not allowed, residents are welcome to use propane grills for outdoor cooking. However, propane grills must be 10 feet from any building or fence when in use and should not be used on any wooden decks. This precautionary measure is crucial to prevent any accidental fires and to safeguard the surrounding properties.

We urge all residents to kindly comply with these guidelines to guarantee a secure and harmonious environment for everyone.

Thank you for your cooperation and understanding. Together, we can ensure the continued well-being of the Chippewill Community.

Sincerely,

Chippewill Condominium Unit Owners Association Board of Directors

Chippewill Condominium Unit Owners' Association
Resolution Adopting Rule Requiring Unit Owner and Occupant Information

BE IT RESOLVED, that at a meeting of the Board of Directors ("Board") of the Chippewill Condominium Unit Owners' Association ("Association") held this 19th day of February, 2026, at which a quorum was present, a majority of the members of the Board, or in the alternative, with unanimous consent of all members of the Board, in a writing without a meeting, voted to adopt this resolution and the rule within regarding information all Unit Owners are required to provide the Association within the time limits outlined within the rule.

Recitals

WHEREAS, the Association consists of members (Unit Owners) within the Chippewill Condominium ("Condominium");

WHEREAS, the Association governs the Condominium Property pursuant to the Amended Declaration and Bylaws for Chippewill Condominium ("Declaration") which is recorded with the Franklin County, Ohio Recorder, and amended from time to time.

WHEREAS, the Association and Unit Owners are subject to the Amended Declaration, the amendment to the Amended Declaration filed in Instrument Number 200906110084467 of the Franklin County Records, and the Ohio Condominium Act (Ohio Revised Code §5311).

WHEREAS, pursuant to the Declaration in Article 11, Section (O), Rules and Regulations., the Board has the authority to make reasonable rules and regulations regarding the use of the Condominium Property or any part thereof, as the Board deems necessary and desirable to promote harmony, to serve the best interests of of the Association as a whole, and to protect and preserve the Condominium;

WHEREAS, pursuant to Ohio Revised Code 5311.081(B)(4), the Board has the authority to regulate the use of the Condominium Property, and pursuant to Ohio Revised Code 5311.081(B)(5), the Board has the authority to adopt rules that regulate the use and occupancy of units, when those action regulated by those rules affect the common elements or other units.

WHEREAS, the Unit Owners, are required to provide certain information to the Association within certain timelines as they related to Ohio Revised Code 5311.09 and the Amendment to the Amended Declaraion filed with the Franklin County, Ohio Recorder in 2009.

WHEREAS, the information obtained by the Association shall be used solely for the purpose of communications with Unit Owners and Occupants, enforcement of the provisions of the Amended Declaration and Bylaws and any amendments thereof from time to time, enforcement of the rules and regulations adopted by the Board from time to time, and to assist the Board and Management with emergency contacts for each unit if needed in the event of an emergency, and other matters as determined from the Board from time to time. The Association shall not share the information provided by the Unit Owner(s) regarding the Unit Owner(s) and Occupants with anyone or any entity other than the Management Company.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following rule which incorporates and supplements the 2009 Amendment to the Amended Declaration and the above referenced provisions of the Ohio Condominium Act, (Ohio Revised Code 5311) with

respect to information required to be provided to the Association from the Unit Owners regarding the occupancy of the units:

> Unit Owners are required to provide the following information each year to the Association and within thirty (30) days after any changes in the following information as outlined below. The information must be provided in writing to Management, and the information must contain **all** of the items described below. Upon request of the Board, a Unit owner shall verify or update the information within thirty (30) days of such request. Information shall be provided on the "Contact Information Sheet" approved by the Board.
>
> Failure to provide the required information within thirty (30) days after any changes or annually as required (or within 30 days of the Association requesting the information), may result in an enforcement assessment and further enforcement actions as determined by the Board. Unit owners shall provide in writing, to the Board, using the "Contact Information Sheet", the following information for both the Unit Owner(s) and all Occupants of the Unit:
>
> a. The home address for the Occupants (unit address) and the home address for the Unit Owner(s) (if different from the unit address), and
> b. The home (cell phone) telephone numbers for both the Occupants and the Unit Owner(s), and
> c. A valid email address for both the Unit Owner(s) and the Occupants of the Unit, and
> d. Information showing the make, color, year, model, and license plate numbers of all vehicles associated with the Unit Owner(s) and Occupants, and
> e. Information related to any pets residing at the Unit, indicating the type of pet, breed, color, weight, and county license number (dogs only), and
> f. Occupant information including if the property is leased and a copy of the lease showing the current tenants and term of the lease, and
> g. If the Unit is managed by a third-party management company or agent, the Unit Owner(s) must provide the name, business telephone number, mailing address of that management company or agent.

The above Resolution and rule adopted by the Board within this Resolution have been approved by a majority of the members of the Board at a duly called and noticed meeting of the Board, or in the alternative, by a unanimous consent of all members of the Board, in a writing, without a meeting on this 17th day of February, 2026.

Respectfully submitted.

Mairi Campbell

President, Board of Directors for the Chippewill Condominium Unit Owners' Association

Secretary, Board of Directors for the Chippewill Condominium Unit Owner's Association

Chippewill Condominium Unit Owners' Association
Resolution Adopting Rule Requiring Unit Owner and Occupant Information

BE IT RESOLVED, that at a meeting of the Board of Directors ("Board") of the Chippewill Condominium Unit Owners' Association ("Association") held this 19th day of February, 2026, at which a quorum was present, a majority of the members of the Board, or in the alternative, with unanimous consent of all members of the Board, in a writing without a meeting, voted to adopt this resolution and the rule within regarding information all Unit Owners are required to provide the Association within the time limits outlined within the rule.

Recitals

WHEREAS, the Association consists of members (Unit Owners) within the Chippewill Condominium ("Condominium");

WHEREAS, the Association governs the Condominium Property pursuant to the Amended Declaration and Bylaws for Chippewill Condominium ("Declaration") which is recorded with the Franklin County, Ohio Recorder, and amended from time to time.

WHEREAS, the Association and Unit Owners are subject to the Amended Declaration, the amendment to the Amended Declaration filed in Instrument Number 200906110084467 of the Franklin County Records, and the Ohio Condominium Act (Ohio Revised Code §5311).

WHEREAS, pursuant to the Declaration in Article 11, Section (O), Rules and Regulations., the Board has the authority to make reasonable rules and regulations regarding the use of the Condominium Property or any part thereof, as the Board deems necessary and desirable to promote harmony, to serve the best interests of of the Association as a whole, and to protect and preserve the Condominium;

WHEREAS, pursuant to Ohio Revised Code 5311.081(B)(4), the Board has the authority to regulate the use of the Condominium Property, and pursuant to Ohio Revised Code 5311.081(B)(5), the Board has the authority to adopt rules that regulate the use and occupancy of units, when those action regulated by those rules affect the common elements or other units.

WHEREAS, the Unit Owners, are required to provide certain information to the Association within certain timelines as they related to Ohio Revised Code 5311.09 and the Amendment to the Amended Declaraion filed with the Franklin County, Ohio Recorder in 2009.

WHEREAS, the information obtained by the Association shall be used solely for the purpose of communications with Unit Owners and Occupants, enforcement of the provisions of the Amended Declaration and Bylaws and any amendments thereof from time to time, enforcement of the rules and regulations adopted by the Board from time to time, and to assist the Board and Management with emergency contacts for each unit if needed in the event of an emergency, and other matters as determined from the Board from time to time. The Association shall not share the information provided by the Unit Owner(s) regarding the Unit Owner(s) and Occupants with anyone or any entity other than the Management Company.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following rule which incorporates and supplements the 2009 Amendment to the Amended Declaration and the above referenced provisions of the Ohio Condominium Act, (Ohio Revised Code 5311) with

respect to information required to be provided to the Association from the Unit Owners regarding the occupancy of the units:

> Unit Owners are required to provide the following information each year to the Association and within thirty (30) days after any changes in the following information as outlined below. The information must be provided in writing to Management, and the information must contain **all** of the items described below. Upon request of the Board, a Unit owner shall verify or update the information within thirty (30) days of such request. Information shall be provided on the "Contact Information Sheet" approved by the Board.
>
> Failure to provide the required information within thirty (30) days after any changes or annually as required (or within 30 days of the Association requesting the information), may result in an enforcement assessment and further enforcement actions as determined by the Board. Unit owners shall provide in writing, to the Board, using the "Contact Information Sheet", the following information for both the Unit Owner(s) and all Occupants of the Unit:
>
> a. The home address for the Occupants (unit address) and the home address for the Unit Owner(s) (if different from the unit address), and
> b. The home (cell phone) telephone numbers for both the Occupants and the Unit Owner(s), and
> c. A valid email address for both the Unit Owner(s) and the Occupants of the Unit, and
> d. Information showing the make, color, year, model, and license plate numbers of all vehicles associated with the Unit Owner(s) and Occupants, and
> e. Information related to any pets residing at the Unit, indicating the type of pet, breed, color, weight, and county license number (dogs only), and
> f. Occupant information including if the property is leased and a copy of the lease showing the current tenants and term of the lease, and
> g. If the Unit is managed by a third-party management company or agent, the Unit Owner(s) must provide the name, business telephone number, mailing address of that management company or agent.

The above Resolution and rule adopted by the Board within this Resolution have been approved by a majority of the members of the Board at a duly called and noticed meeting of the Board, or in the alternative, by a unanimous consent of all members of the Board, in a writing, without a meeting on this 17th day of February, 2026.

Respectfully submitted.

Mairi Campbell

President, Board of Directors for the Chippewill Condominium Unit Owners' Association

Secretary, Board of Directors for the Chippewill Condominium Unit Owner's Association

A RESOLUTION – FIREPLACE RULES
CHIPPEWILL CONDOMINIUM UNIT OWNERS' ASSOCIATION

WHEREAS, the Board of Directors ("Board") of Chippewill Condominium Unit Owners' Association ("Association") is empowered adopt rules affecting the Condominium Property through the Amended and Restated Declaration in Article II, Section O., Rules and Regulations., and Ohio Revised Code Chapter 5311.081(B)(4) and (B)(5).

WHEREAS, the Board voted, with no less than a majority of the Board of Directors approving this resolution, at a duly called or noticed meeting, or in the alternative, with a unanimous consent of the Board members in a writing, without a meeting, to adopt the following rules and regulations for fireplaces within the Condominium:

The Board of Directors has adopted the following rules for fireplaces:

1. The installation of new wood burning or gas fireplaces will no longer be permitted.
2. Existing gas fireplaces must be fueled by a gas line and not be fueled by a propane tank or propane gas.
3. Any Unit Owner that has failed a Level 2 inspection, has not had a Level 2 inspection, or installed an electric fireplace without properly removing the prior wood burning fireplace, is required to *schedule* removal of the fireplace no later than December 31, 2024, and have the fireplace *removed* by an approved company no later than January 31, 2025.
4. Any fireplace that is to be removed must first be approved by the Board through an Architectural Change Form and fireplace removals must be completed by one of the approved contractors (list provided to Owners in Owner notification of these rules).
5. Fireplace inspections must be completed by one of the approved contractors (list provided to Owners in Owner notification of these rules).
6. Any Unit Owner that has failed a Level 2 inspection, has not had a level 2 inspection, or installed an electric fireplace without properly removing the prior wood burning fireplace, is required to schedule removal of the fireplace no later than December 31, 2024 and the fireplace must be removed by an approved contractor no later than January 31, 2025.
7. Any Unit Owner that has a wood burning fireplace that is 15 or more years of age, is required to remove the fireplace. If the Unit Owner with a fireplace 15 or more years of age has passed a Level 2 inspection or made repairs to the fireplace, the Unit Owner will be required to do one of the following:

   a) Remove it before January 31, 2025, **or**

   b) Sign the "Will Not Burn Waiver" and have the fireplace removed by an approved company no later than March 31, 2026.
8. Any Unit Owner that has a wood burning fireplace that is more than 8 years of age but less than 15 years of age, is required to email the receipt showing installation of the fireplace to board@littleturtle.com and is then required to complete one of the following:

   a) Schedule and pass a Level 3 inspection by an approved company by December 31, 2024. Note: If a level 3 inspection is performed and it does not pass the inspection the fireplace must be removed before January 31, 2025,

   OR

   b) Have the fireplace removed by an approved contractor, without the inspection.

Note: Any Unit Owner with a wood burning fireplace in this age range, must provide proof (copy of report or invoice from contractor completing and passing inspection) of the Level 3 inspection to the Board or have the fireplace removed.
Note: If option (b) is chosen, a "Will Not Burn Waiver" must be signed and turned into the board by December 31,2024, and the fireplace must be removed by an approved contractor no later than March 31, 2026.

9. Any Unit Owner that has a wood burning fireplace that is less than 8 years old is required to email the receipt showing installation of the fireplace to board@littleturtle.com and is then required to continue with Level 2 inspections annually until year 8, at which, a Level 3 inspection will then be required (Note: inspections must be performed by an approved company).
   Note: Unit Owners must provide proof (copy of report or invoice from approved company completing inspection) of the Level 2 or Level 3 inspection to the Board each year.
   Note: If the Level 2 or Level 3 inspection fails, the Unit Owner must remove the fireplace no later than December 31st of the year in which the inspection fails. Approval of removal of the fireplace by an approved contractor is required via an Architectural Change Form which can be found on LittleTurtle.com.
10. If any Unit Owner does not have the receipt showing installation of the fireplace, an approved contractor will need to provide the age of the fireplace and provide written proof of the determination of the age of the fireplace. Based on the contractor's determination, the Unit Owner will then be required to follow the procedures set forth in paragraphs 3, 4, or 5 above.
11. Violations for noncompliance with the "No Burn Waiver" will result in an enforcement assessment of $200.00 per occurrence for each violation.

THEREFORE, be it resolved the Board hereby adopts this resolution with no less than a majority of the Board of Directors approving this resolution at a duly called or noticed meeting, or in the alternative, with a unanimous consent of the Board members in a writing, without a meeting.

The President of Chippewill Condominium Unit Owners' Association hereby acknowledges that this rule has been adopted by the Board of Directors pursuant to the required approvals above on October 30, 2024.

Marie Campbell, Board President
President, Chippewill Condominium Unit Owners' Association