DECLARATION AND BY-LAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

THE VILLAGE AT BALE KENYON CONDOMINIUMS

CERTIFICATE OF AUDITOR

Jan. 17, 2007

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

Todd A. Davis RW
Auditor of Delaware County, Ohio

Jill S. Tangeman, Attorney at Law
Vorys, Sater, Seymour & Pease
52 East Gay Street
Columbus, Ohio 43216
Phone: 614-464-5608

200700002037
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW D BRENNER
01-17-2007 At 03:36 pm.
DECLAR AMEN 608.00
OR Book 762 Page 1955 - 2027

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DECLARATION
OF
THE VILLAGE AT BALE KENYON CONDOMINIUMS

This is the Declaration of The Village at Bale Kenyon Condominiums made on or as of the 28th day of August, 2000, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

RECITALS

A. The Village at Bale Kenyon LLC, an Ohio limited liability company, "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

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

DEFINITIONS

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

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

2. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating The Village at Bale Kenyon Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's enabling non-profit corporation act.)

3. "Association" and "The Village at Bale Kenyon Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the Association created for the Condominium under the Condominium Act.

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

5. "By-Laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and

pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

6. "Common Elements" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common elements" of the Condominium under the Condominium Act.

7. "Condominium" and "The Village at Bale Kenyon Condominiums" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.

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

9. "Condominium Instruments" means this Declaration, the By-Laws, the Drawings, the Condominium Disclosure Statement, any contracts pertaining to the management of the Condominium Property and, as provided by the Condominium Act, "any other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."

10. "Condominium Organizational Documents" means the Articles, the By-Laws, the Drawings, and this Declaration.

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

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

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

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

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

16. "Exclusive Use Area" means Common Elements reserved herein, if any, for delegation by the Board of Directors to the use of certain Unit or Units to the exclusion of other Units.

17. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common Elements and facilities" of the Condominium under the Condominium Act.

18. "Occupant" means a person lawfully residing in a Unit, regardless of whether or not that person is a Unit Owner.

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

20. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a director or directors of the Association, and mean that same person or those persons serving in the capacity of a member of the Board of Directors of the Association, as defined in the Condominium Act.

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

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

THE PLAN

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

ARTICLE I
THE LAND

A legal description of the land constituting Phase I of the Condominium Property, located in the County of Delaware, Township of Orange, and State of Ohio, and being approximately a 2.828 acre tract, is attached hereto and marked "Exhibit A".

ARTICLE II
NAME

The name by which the Condominium shall be known is "The Village at Bale Kenyon Condominiums".

ARTICLE III
PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee-simple interests may be conveyed; to establish a Unit Owners' Association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; to provide for and promote the benefit, enjoyment and well being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

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

(a) Unit Uses. Except as otherwise specifically provided in the 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. No Unit may be used as a group home, commercial foster home, 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 conducting correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, one (1) or more Units as sales and rental models and offices and/or for storage and maintenance purposes; and (iii) one (1) or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

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

(c) Limited Common Elements Uses. Those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and occupants of the Unit or Units served by the same, as specified in the Declaration, and shall be used only for the purposes intended.

(d) Exclusive Use Area Uses. In the event than any Exclusive Use Area is designated by the Board of Directors for the exclusive use of any one or more Units, then such Exclusive Use Areas shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units to which such area is designated, until such designation is changed by the Board, in accordance with the purpose for which such Exclusive Use Area is intended, and subject to such rules and regulations as may from time to time be promulgated by the Board including, without limitation, the charging of a fee, one-time or periodic, for such designation, and the right to terminate such designation.

(e) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter (except satellite dishes, which shall be permitted as described below), or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a patio or balcony, unless authorized by the Board or required by applicable law to be permitted but, in such case, subject to such lawful rules and regulations as the Board may adopt from time to time. Satellite dishes, less than 24" in diameter, shall be permitted. However, the location and installation of any satellite dish requires Board approval prior to installation.

(f) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any Unit or portion of the Common Elements or limited Common Elements be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

(g) Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, inoperable vehicles, trucks, boats and recreation vehicles on the Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate. The Board is required to establish and maintain an agreement with a private towing company which provides for towing illegally parked vehicles. The Board must also designate the Township of Orange as an authorized agent for the sole and specific purpose of enforcement of parking restrictions and the issuance of citations and/or removal of vehicles parking in violation of posted parking restrictions.

(h) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. No lease may be for a period of less than twelve (12) calendar months. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions of all the Condominium Organizational Documents, the Declaration and the Bylaws, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease, the Unit Owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect.

(i) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign, not in excess of nine square feet in size, advertising the Unit for sale or rent; and (iii) on the Common Elements and in connection with the model Units, signs advertising the sale and/or rental of Units by the Declarant. Model Unit and advertising signs and any other sale or marketing signs deemed necessary by the Developer may not be limited by the Board, the Association or its members in any way. Should the Board, the Association or its members interfere with the Developer's model, advertising, sale or marketing signs in any way, the Developer shall have the right to seek compensation from the Association for damage, destruction or replacement of said signs.

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

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

(l) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct

or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(m) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) the permitting of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (ii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(n) 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 Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or any instrument creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Elements by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of the Declaration and the Drawings, and in the case of a Unit added to the Condominium, the initial pages of the amendment to the Declaration and the amendment to the Drawings by which such Unit was added to the Condominium. 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 the Condominium Organizational Documents and all effective rules and regulations.

(o) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another.

(p) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion.

(q) 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.

(r) 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 shall give written notice to each party thereof no less than three (3) 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.

(s) Sexual Predators. No Unit, or any portion thereof, may be occupied for any purpose or for any period of time by any person who is classified, labeled or otherwise designated under applicable sections of the Ohio Revised Code, as amended from time to time, as a "sexual predator" (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code); provided, however, that the foregoing prohibition is not intended to, nor shall it be interpreted to, create a duty on behalf of any Unit Owner or Occupant to inquire about, or take any affirmative action to determine, the status of any tenant, Occupant, guest, invitee or contractor as a "sexual predator". Any occupancy of any portion of a Unit by a "sexual predator" shall constitute a noxious and/or offensive activity for the purposes of subsection (f) of this Section

ARTICLE IV
IMPROVEMENT DESCRIPTIONS

Section 1. Buildings. The Condominium will be built in phases. With this initial phase, plus all of the additional phases that may be developed on the Additional Property presently owned by the Declarant, being a total of 53.623 acres, on which there will be a maximum of ninety six (96) Condominium Units. The Additional Property is described on "Exhibit C". Phase I will include one (1) residential building containing four (4) Units, the swimming pool and the clubhouse. The residential Units contained in this phase are all two (2) bedroom Units. The principal materials of which the buildings are constructed are concrete, concrete block, brick, vinyl siding, stone veneer, asphalt shingles and wood trim.

The Condominium Property is approximately a 2.828 acre tract located west of Bale Kenyon Road, north of East Powell Road and east of I-71 in the Township of Orange, County of Delaware and State of Ohio, as described in "Exhibit A" attached hereto. The Condominium Property can be accessed off of Bale Kenyon Road.

Section 2. Other. Also on the Condominium Property are sidewalks, green and landscaped areas, private asphalt drives and parking areas.

ARTICLE V
UNITS

Section 1. Unit Designations. Phase I will consist of one (1) residential building containing four (4) residential Units, each of which is called a "Unit." Each residential Unit in Phase I will contain a two-car attached garage. Each residential Unit is designated by a number and a building number, together being the "Unit Designation". The Unit Designation of each Unit is shown on the Drawings attached at "Exhibit D" as to where that Unit is located. Information concerning the Units, with a listing of proper Unit Designations, is shown on the attached "Exhibit B".

Section 2. Composition of Units.

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

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

and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall material;

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

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

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

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

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

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

(8) the attic space or storage space above a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access; excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

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

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

(c) fireplace stacks and chimneys, if any.

(b) Unit Types, Sizes, Locations and Components. The Unit Designation, the number of bedrooms and bathrooms in each Unit, and the approximate interior area of each Unit are shown on the attached "Exhibit B". The location, dimensions, type and composition of each Unit are also shown on the Drawings. Each Unit has access to Bale Kenyon Road.

Section 3. Relocation of Boundaries of Units and Limited Common Elements.

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

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

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

(b) Board Approval of Relocation of Boundaries and Reallocation of Undivided Interests in Common Elements. Unless the Board finds any requested reallocation of the undivided interests in the Common Elements to be unreasonable, within thirty (30) days after the Board receives the application, the Association shall prepare, at the expense of the Owners of the adjoining Units, an amendment to the Declaration that is executed by the Owners of the affected Units and that includes all of the following:

(i) Identification of the affected Units;

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

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

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

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

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

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

ARTICLE VI
COMMON AND LIMITED COMMON ELEMENTS

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

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "Limited Common Elements" on the Drawings, are Limited Common Elements. Each such Limited Common Element is reserved for the exclusive use of the owners and occupants of the Unit to which it is appurtenant.

Section 3. Undivided Interest. The undivided interest in the Common Elements of each Unit is shown on the attached "Exhibit B," and, in each case, is based on each residential Unit having an equal par value of one (1). Thus, each owner of a residential Unit will have an equal undivided interest in the Common Elements.

The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains. If, at a later time the Condominium is expanded as hereinafter provided, the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis that each residential Unit, including the newly added residential Units, have an equal par value of one (1).

Section 4. Limited Common Elements – Reallocation.

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

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

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

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

Section 5. Construction of improvements in Common and Limited Common Elements.

Notwithstanding any provision in this Declaration to the contrary, to the extent not prohibited by Ohio Law and subject to such rules as the Board may adopt, the Board may authorize the use of Limited Common Elements appurtenant to a particular Unit to be used by the used for the construction of open, unenclosed patios, hedges, decks, fences or similar improvements provided that:

(a) All requirements of subsections (e) and (p) of Article III, Section 2, above, are complied with;

(b) All such improvements are insured and maintained by the owner of the Unit to which such Limited Common Elements are appurtenant; and

(c) Such obligations to insure and maintain are memorialized in an agreement prepared at the direction of the Board (but at the expense of the requesting Unit Owner) and recorded in the chain of title to the Unit so that all successors in title shall have notice that the insurance and maintenance of such improvements are not the responsibility of the Association.

ARTICLE VII
UNIT OWNERS' ASSOCIATION

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

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

Section 3. Voting Rights. Each residential Unit Owner shall be entitled to one (1) vote for each Unit owned in fee simple. Each Unit Owner shall have a proportionate part of a vote for ownership of an undivided fee simple ownership interest in a Unit, provided, that unless timely

challenged by another owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 4. Board of Directors. The Board initially shall be those three (3) persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant.

No later than sixty days after Units to which 25% of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and the Unit Owners other than the Declarant shall elect one (1) Director at such meeting to replace whichever Director Declarant designates.

Within the earlier of: (a) five (5) years from the date of the establishment of the Association, or (b) sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain; the Association shall meet and all Unit Owners, including the Declarant, shall elect six (6) Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The terms of the six (6) Directors shall be staggered so that the terms of one-third (1/3) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Directors whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the members, by the vote of members exercising not less than a majority of the voting power of members, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third (1/3) of the Directors shall expire annually.

For purposes of computing undivided interest pursuant to the two immediately preceding paragraphs, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be in the Condominium, as expanded.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace and alter and improve the Common Elements and assess and collect funds for the payment thereof, to adopt rules to regulate the use or occupancy of Exclusive Use Areas, and to do all things, and exercise all rights provided by the Condominium Organizational Documents, or the Condominium Act, that are not specifically reserved to Unit Owners.

Section 6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a professional management company. This delegation of authority and responsibility to a professional management company may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such professional management company 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 (1) year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as professional management company. The professional management company, or the Board, if there is no professional management company, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases or insures first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of management, maintenance, and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing, do not exceed a two year period, and are terminable by the Association, without cause and without penalty, on ninety (90) days' written notice.

ARTICLE VIII
AGENT FOR SERVICE

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

Jill S. Tangeman, Esq.
52 East Gay Street
Columbus, Ohio 43216

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

ARTICLE IX
MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefore, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including but not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, if any, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements and that do not constitute part of a Unit, and the structural components of improvements constituting a part of the Limited Common Elements; provided that the Association shall not be responsible for the repair and replacement of non-structural components of improvements a part of the Limited Common Elements nor for the cleaning, housekeeping and routine maintenance of Limited Common Elements or components thereof. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements a part of the Common Elements and structural components of improvements a part of the Limited Common Elements. 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 or maintain any Unit, or component thereof, or personal property within a Unit.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, perform cleaning and housekeeping type maintenance with respect to Limited Common Elements appurtenant to that owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor. In the event an Unit Owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or occupant, or is as a result of the failure of any Unit Owner or occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board. The Board shall have the authority to designate what maintenance and repair of the Limited Common Elements is the responsibility of the Unit Owners.

ARTICLE X
UTILITIES, TRASH REMOVAL SERVICES, AND TAXES

Section 1. Monthly Cost of Utilities; Utility Metering. Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, or if the utilities are not separately metered, their proportionate share as determined by the Board; and to reimburse the Association for that owner's Unit's share of any utility cost that the Board reasonably determines is attributable to that owner's Unit.

In addition, the owner of a Unit containing a sump pump shall pay for the cost of electricity to operate the same, even though it may serve other Units.

Developer shall either lease Common Elements lighting, or purchase same outright. If leased, said lease payments to be an ongoing obligation to be paid by the Association.

The cost of gas, if available, and electricity provided to and charged against any particular Unit, will vary depending upon the habits of the occupants of that Unit.

Although the Association will receive a bill for water and sewer service provided to the Condominium as a whole, each individual Unit will be separately submetered for such services, which will be read and monitored by a private company. Consequently, the Association, through the private company, will individually bill each Unit for water and sewer service used by the occupants of the Unit and for the monitoring of such services. Costs, of course, will be

dependent upon water usage. Each purchaser is advised that in the event that a Unit Owner fails to pay the portion of the water bill attributable to that Unit Owner's Unit and the Association is unable to collect the amount from the Unit Owner, the Association will be responsible for paying the bill. Please be advised, however, that the Association will levy a special individual assessment against a Unit Owner who fails to pay the portion of the water expense attributable to that Unit, and may file a lien.

In addition, the deregulation of the electric industry has enabled Developer to enter into negotiations with a private company to provide electric service to the Common Elements and to the individual Units. The Developer has hired a private company to install, or have installed, the electric infrastructure for the entire Condominium. The private company has or will enter into an "Electric Provider Agreement" with the Association to purchase electric service from various power sources and to distribute the electric service to the Common Elements and to the Units. As a result of deregulation, the private company, on behalf of the Association, will purchase the electricity from a number of different sources after comparing the various rates. The contract between the private company and the Association provides that electricity would initially be purchased from the local public utility provider, but the private company would monitor alternative power sources for better rates. If the private company finds a better rate, the Association may switch to the alternative power source at the lesser rate.

Based upon the agreement with the private company, the Association will have one master meter and each individual Unit will be separately metered. The private company will read the individual meters and will individually bill each Unit for electric service used by the occupants of the Unit. As compensation for its services, the private company will charge a fee to the Owners of each Unit per month for monitoring and reading the individual meters. This charge will be called a customer service fee. In addition, there will also be a KWH delivery fee. Obviously, the actual cost for electric service will be dependent upon habits of the occupants of the Unit. Each purchaser is advised that in the event that a Unit Owner fails to pay the portion of the electric attributable to that Unit Owner's Unit, the Association will be responsible for paying the bill. Please be advised, however, that the Association will levy a special individual assessment against a Unit Owner who fails to its electric bill and may file a lien.

Also as part of the agreement with the private company, the company may advance the initial funds necessary to install the electric infrastructure throughout the Condominium. The private company will also charge an electric recoupment charge to Unit Owners to pay for the cost of its installation and maintenance of its electric facilities, pursuant to the Public Utilities Commission of Ohio's consent to do so. The private utility company would add a monthly recoupment charge or cost recovery charge to the electric bill rendered to the Owners of each Unit.

Developer and/or the Association reserves the right to enter into a Unit after the closing on the purchase of such Unit and during reasonable daytime hours with forty-eight (48) hours prior written notice to the Unit owner for the purpose of installing or maintaining a water meter or any other device necessary to measure energy or utility usage.

Copies of the agreement(s) referenced in this section will be available at the Developer's offices for review and copy. The Developer owns or controls the private utility companies, and therefore, there will be an ongoing financial benefit to the Developer. The initial term of these agreements will be for a period of fifteen (15) years, unless cancelled by the Condominium Association pursuant to the terms of the agreements.

Section 2. Trash Removal. The Developer may arrange for trash removal to be done by a private hauler at the Association's expense. If the Association decides at a future date, to change to the trash removal service provided for by Orange Township, or Orange Township requires the Association to use their services, then the Association must comply with all sections of Orange Township Codes with respect to trash removal, at the expense of the Association. The Developer hereunder shall have no responsibility for the work to be done or the expense of having it completed.

Section 3. Real Estate Taxes and Assessments. The filing of the Condominium Declaration will cause each Unit of the Condominium to be treated as a separate parcel for purposes of the levying and collection of real estate taxes and assessments, and no other Unit may be charged for the payment of taxes and assessments which are attributable to that Unit. The past practice of the Delaware County Auditor has been that each Unit will be appraised and assessed as a separate tax parcel for the next year after the year in which the Unit formally becomes part of the Condominium.

ARTICLE XI
INSURANCE; LOSSES BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, the Limited Common Elements, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against 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:

(a) 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;

(b) shall have an "Agreed Amount Endorsement" and, if available, an "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, and, when applicable, a steam boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of one million dollars or the insurable value of the building of buildings housing the boiler or machinery;

(c) 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;

(d) shall be written in the name of the "The Village at Bale Kenyon Condominium Association for the use and benefit of the individual 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;

(e) 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;

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

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

(h) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners;

(i) 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

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

Section 2. Liability Insurance. The Association shall obtain and maintain, at Association cost and as a common expense, a comprehensive policy of general liability insurance covering all of the Common Elements, public ways and any other areas under the Association's supervision, even if leased to others, insuring the Association, the Directors, and the Unit Owners and occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars 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 Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be cancelled or substantially modified by any party without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage on a Unit.

Section 3. 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, trustees, 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 professional management company 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 (10) days' prior written notice to the Association, and any Insurance Trustee, and any services on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights.

Any management agent that 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.

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a B general policyholder's rating and a III financial size category (or as an alternative and 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.

Section 5. Other Association Insurance. In addition, the Board shall maintain any insurance coverage required by law, such as workmen's compensation insurance, if applicable. The Board may purchase and maintain contractual liability insurance, Directors' and officers' liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Trustee; 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 (each of whom are referred to herein as Insurance 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. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership.

Section 7. Unit Owners' Insurance. Any Unit Owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and occupants.

Section 8. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or

damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event within sixty (60) days after such damage or destruction, the Unit Owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 10. 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.

ARTICLE XII
DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

Section 1. 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.

Section 2. 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 holders of first mortgage liens 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 Elements.

ARTICLE XIII
CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at 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 usability thereof, nor diminishes any award for any such loss.

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

Section 3. Insufficient Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided in 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 their relative undivided interests of the Units in the Common Elements.

Section 4. Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or 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.

Section 5. 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 Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

ARTICLE XIV
GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from 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 Elements, provided that no such rules 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 Elements and to ingress and egress to the occupants of that owner's Unit.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the owners or occupants of a Unit no less than twenty four hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 3. Easements for Encroachments. Each Unit and the Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the

Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroachments remain, shall and do exist.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant to the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any 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.

Section 6. 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 Elements in the performance of their duties.

Section 7. Easements Reserved to Declarant. Easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements (a) for a one (1) year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, for access and for the purpose of completing improvements for which provision is made in this Declaration, (b) for the periods provided for warranties hereunder, or by law, for purposes of making repairs required pursuant to warranties, and (c) for the initial sales and rental period, to maintain and utilize one (1) or more Units, an office in the Community Center, if any, and appurtenances thereto, for sales and management offices, and for storage and maintenance, and to use a Unit as a model Unit with parking areas for sales and rental purposes, and for the placement of advertising signs.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and occupants of the area into which the Condominium may be expanded (the Additional Property) for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Condominium Property, for ingress to and egress from the Additional Property, and each part

thereof, to a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, reserves the right to extend utility lines until such time as control of the Condominium Property is assumed by the Association from the Common Elements onto the Additional Property, and thereafter to service and maintain the same.

All rights and easements reserved to Declarant, its successors and assigns, pursuant to this section, shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of owners and occupants of Units.

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

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

ARTICLE XV
ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant, for each Unit within the Condominium, hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) annual operating assessments, (b) special assessments for capital improvements, and (c) special individual Unit assessments. All of such assessments are to be established and collected as hereinafter provided.

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

Section 3. Elements - Apportionment: Due Dates.

(a) Annual Operating Assessments.

(1) Prior to the time any Unit Owner other than Declarant is to be charged assessments by the Association, and prior to the beginning of each fiscal year of the Association after the period for

which the first assessments are levied, the Board shall estimate, and prorate among all Units on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association consisting of the following:

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

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

c. the estimated next fiscal year's costs for utility services not separately metered or charged to Unit Owners;

d. 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;

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

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

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each

respective Unit's undivided interest in the Common Elements, 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.

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, 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. However, for a period of two years from the sale and conveyance of the first Unit, Declarant shall be exempt from the payment of the assessments as determined herein. Instead, during this two year period, Declarant shall only be obligated to pay its prorata share of the actual expenses paid, during the period of Declarant's ownership based on the number of Units owned by the Declarant. If there are Units still owned by the Declarant at the expiration of the two year period, then Declarant shall be required to pay the assessments as provided for herein.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy assessments against the Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in individual contracts for the sale of a Unit or Units).

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits not available, except on dissolution of the Association, for distribution to Unit Owners.

(6) So long as the Declarant is in control of the Association, Declarant shall not use any general operating reserve funds to defray Declarant's expenses, reserve contributions or construction costs, or to make up any budget deficits.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that the 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.

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

(c) Special Individual Unit Assessments. 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. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or 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.

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

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable (ii) 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, (iii) charge a reasonable, uniform, late fee as determined from time to time by the Board, and (iv) charge the cost of collection, including attorney fees and other out-of-pocket expenses.

(b) Annual Operating Assessments and both types of special assessments (Special Assessments for Capital Improvements and Special Individual Unit 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.

(c) 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 the county in which the Condominium Property is located, 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.

(d) 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.

(e) 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 the county in which the Condominium Property is located 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.

(f) 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 in title, 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.

(g) 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.

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

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner.

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

ARTICLE XVI
CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1. General. The Condominium Act requires that certain information be provided in the Condominium Instruments. Much of this is provided elsewhere in the Condominium Organizational Documents and in other documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following sections of this article.

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of two thousand dollars or more is held for more than ninety (90) days, interest at the rate equal to the prevailing rate payable by federally insured financial institutions in the county of the Condominium Property on daily interest accounts for any period exceeding ninety (90) days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Interest is payable only on the amount of the deposit or down payment that exceeds two thousand dollars. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment, garnishment or other legal process by creditors of Declarant, agents or the buyer.

Section 3. Association Control. Except in its capacity as a Unit Owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Elements after control of the Association is assumed by the Association, except as expressly provided herein. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Elements, as elsewhere provided herein, in compliance with the requirements of the Condominium Act. Neither the Association nor the Unit Owners will be subject to any management contract or agreement executed, except for contracts for necessary utility services, prior to the assumption of control of the Association by Unit Owners other than Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit Owners pursuant to the provisions of the By-Laws.

Section 4. Limited Warranties. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyers of a Unit from it, which are not binding upon the Declarant nor enforceable by the buyers unless and until the sale of the Unit to the buyers is closed:

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

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

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

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

(e) Limitations.

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

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

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

(iv) No warranty, either express or implied, is made regarding the presence or absence of radon gas or mold at or in the vicinity of the Unit.

(v) Any claim for breach of warranty not made in writing and received by Declarant within forty-eight (48) hours after expiration of the warranty period shall be deemed waived.

(vi) Any action brought with respect to any warranty extended pursuant hereto or by law shall be commenced within one year of the expiration of the applicable warranty period or be forever barred.

(vii) Any request for service or claim of breach of warranty must be sent in writing to the Declarant at such address as the Declarant may designate, from time to time, in writing by the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under this warranty within thirty (30) days after receipt of the buyers' request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 a.m. to 5:00 p.m.

(f) Other Rights. This written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under law. These written warranties are the only express warranties the Declarant gives to the buyers unless additional warranties are included in a written contract between the Declarant and the buyers.

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

Section 5. Declarant's Obligations. Except as provided in Article XV, Section 3(a), paragraph 3, Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from a date no later than that upon which common expenses are first charged with respect to any other Unit.

ARTICLE XVII
EXPANSIONS

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

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited. The consent of Unit Owners is not required for Declarant to expand the Condominium Property pursuant to this Article.

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven (7) years from the date this Declaration is filed for record. Notwithstanding the foregoing, Declarant, with the consent of a majority of the Unit Owners other than it, may extend its option to expand the Condominium Property for an additional seven (7) years, if it exercises its right to

so renew within six months prior to the expiration of that initial seven (7) year period. Declarant shall have the right to waive its option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Description. Legal descriptions, of all of the land that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, consisting of 50.795 acres attached hereto and marked "Exhibit C", and, together with any improvements placed thereon and added hereto, is referred to herein as "the Additional Property".

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

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

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

Section 8. Maximum Number of Units. The maximum number of Units that may be created on the Additional Property and added to the Condominium Property is ninety two (92) for a total of ninety six (96) Units. The foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of Units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

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

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style, and design. Comparable

style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of Units in a building, variances in setbacks or locations of structures in relation to other improvements, or minor changes in design or finish detail.

Section 11. Improvements Other than Structures. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that Additional Property, and no other non-structural improvements. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design, and quality as those improvements then on the Condominium Property.

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

Section 13. Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein as noted below, and of substantially the same type and size as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing, stoops, porches, limited yard area, decks, and patios. The precise size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

Section 14. Supplementary Drawings. At such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Condominium Act.

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added as required by the Condominium Act.

Section 16. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the appropriate county recorder of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in the property added to the Condominium (i) for a one (1) year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Units in that property added, but for no longer than two (2) years from the time of closing of the first sales of a Unit in that property added to a bona fide purchaser, to maintain and utilize one (1) or more of those Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs.

(b) the owner or owners of a Unit or Units in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members.

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated as provided in Section 3 of Article VI of this Declaration; and

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

Notwithstanding the foregoing, for administrative convenience, assessments with respect to Units added to the Condominium shall not commence until the calendar month next following the calendar month in which the amendment adding those Units is recorded with the appropriate County Recorder.

Section 17. Successor Owners. A successor owner of the Condominium Property or of Additional Property added to the Condominium Property who is not an affiliate of the Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant or a breach of an obligation by the Declarant.

ARTICLE XVIII
NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

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

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating:

(i) voting rights; (ii) assessments, assessment liens, or priority of such liens; (iii) reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements), or rights to their use; (vi) boundaries of any Unit, (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) insurance or fidelity bonds; (x) leasing of Units, (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that owner's Unit; (xii) professional management; (xiii) restoration or repair of the Condominium Property; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; (xv) expressly benefiting mortgage holders, insurers, or guarantors; or (xvi) the purposes to which any Unit or the common elements are restricted. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

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

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any default under the Condominium Organizational Documents 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; (iii) 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; (iv) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (v) 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 (c) and of any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

Section 2. Voting Rights. No action with respect to which Eligible Mortgagees are entitled to notice, as provided in subparagraphs (a) or (b) of Section 1 of this Article, may be taken without the consent of Eligible Mortgagees of Units to which 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 eighty percent (80%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

ARTICLE XIX
AMENDMENTS

Section 1. Power to Amend. Except as set forth in Articles V and VI and except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) 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:

(a) the consent of all Unit Owners shall be required for any amendment effecting a change in: (i) the boundaries of any Unit; (ii) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto; (iii) the number of votes in the Association appertaining to any Unit; (iv) restrictions in Article III, Section 2(g) regarding the renting or leasing of Units; or (v) the fundamental purposes to which any Unit or the Common Elements are restricted.

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

(c) in any event, Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium Organizational Documents, to the extent necessary to (i) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (ii) correct typographical errors or obvious factual errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope of the period of control of the Declarant.

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

(i) to meet requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters;

(ii) to bring the Declaration into compliance with requirements of the Condominium Act;

(iii) to correct clerical or typographical errors in this Declaration or an exhibit or amendment hereto; and

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

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

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

Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the auditor and recorder of the county in which the Condominium Property is located.

ARTICLE XX
GENERAL PROVISIONS

Section 1. 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 party of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), 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 Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, 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.

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

provided that such invalidity shall in no ways affect any other provisions of the Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

(Remainder of Page Intentionally Left Blank)

The undersigned has executed this instrument this 28 day of August, 2006.

The Village at Bale Kenyon LLC,
an Ohio limited liability company

By: Village Communities LLC,
an Ohio limited liability company
Sole Member / Manager

By: _____
Its: R.S. (Tre') Giller III, Authorized Signatory

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 28 day of August 2006, by The Village at Bale Kenyon LLC, an Ohio limited liability company, by Village Communities LLC, an Ohio limited liability company, its Sole Member/Manager, by R.S. (Tre') Giller III.

_____
Notary Public

NOTARIAL SEAL
STATE OF OHIO

VICTORIA JOHNSON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 24, 2011

Exhibit A

Civil & Environmental Consultants, Inc.
8740 Orion Place, Suite 100 • Columbus, Ohio 43240
Phone 614.540.6633 • Fax 614.540.6638
CHICAGO, IL. • CINCINNATI, OH • EXPORT, PA. • INDIANAPOLIS IN.
NASHVILLE, TN. • PITTSBURGH, PA. • ST. LOUIS, MO.

DESCRIPTION OF THE VILLAGE AT
BALE KENYON CONDOMINIUMS, PHASE 1
2.828 ACRE TRACT
LOCATED NORTH OF POWELL ROAD
WEST OF BALE KENYON ROAD
ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 6, Section 4, Township 3, Range 18, and being a part of an original 53.623 acre tract conveyed to The Village of Bale Kenyon LLC, by deed of record in Official Record 633, Page 261, all records herein are from the Recorder's Office, Delaware County, Ohio, said 2.828 acre tract being more particularly described as follows:

BEGINNING FOR REFERENCE, at a found 3/4" iron pipe, with an id cap stamped CEC PROP CORNER, at the northeast corner of Lot 1390 of Waverly Place Section 4, as shown and delineated in Plat Cabinet 1, Slide 416A, and the south line of said original 53.623 acre tract;

Thence North 86°26'26" West, a distance of 627.17 feet, along the southerly line of said original 53.623 acre tract, to a point;

Thence North 03°33'34" East, a distance of 275.06 feet, crossing said original 53.623 acre tract to the **TRUE POINT OF BEGINNING;**

Thence with the following three (3) courses and distances across said original 53.623 acre tract;

1. North 25°49'40" West, a distance of 115.00 feet, to a point;
2. North 66°05'07" East, a distance of 210.61 feet, to a point;
3. North 02°11'36" East, a distance of 211.31 feet, to a point on the northerly line of said original 53.623 acre tract;

Thence South 86°16'32" East, a distance of 350.30 feet, along the northerly line of said original 53.623 acre tract, common to a 141.75 acre tract conveyed to Marjorie Mae McCammon as shown and delineated in Deed Book 661, Page 112, passing a found

Exhibit A

3/4" iron pipe with an id cap stamped "CEC 5963" at a distance of 323.37 feet, to a point on the centerline of Bale Kenyon Road (60' r/w);

Thence Along a curve to the right, having a delta angle of 02°41'19", a radius of 4884.15 feet, an arc length of 229.20 feet, a chord which bears South 15°13'40" East and a chord distance of 229.17 feet, to a point on the centerline of Bale Kenyon Road (60' r/w);

Thence the following five (5) courses and distances across said original 53.623 acre tract;

1. South 78°26'15" West, a distance of 293.08 feet, to a point;
2. North 87°48'39" West, a distance of 115.61 feet, to a point;
3. South 64°10'20" West, a distance of 132.83 feet, to a point;
4. South 25°45'27" East, a distance of 23.00 feet, to a point;
5. South 64°10'20" West, a distance of 53.38 feet, to the **TRUE POINT OF BEGINNING**, containing 2.828 acres, more or less. Being subject to all easements restrictions and rights-of-ways of record.

The bearings shown above are based on the southerly line of Farm Lot 2 as being South 78°56'52" West as shown in Deed Book 1071, Page 474, in the Delaware County Recorder's Office.



Civil & Environmental Consultants, Inc.

1-15-07

Jerry A. Malott Date
Registered Surveyor No. S-5963

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EXHIBIT B
THE VILLAGE AT BALE KENYON CONDOMINIUMS
UNIT DESIGNATION - PHASE I

Unit Designation	Floor Plan (*see below)	Approx. Interior Square Footage	# Bedrooms/ # Bathrooms	Par Value	Undivided Interest In Common Area
3829, Bldg. 7	Hampton	1955	2 / 2.5	1	1/4th
3843, Bldg. 7	Hampton	1955	2 / 2.5	1	1/4th
3849, Bldg. 7	Hampton	1955	2 / 2.5	1	1/4th
3861, Bldg. 7	Hampton	1955	2 / 2.5	1	1/4th

Civil & Environmental Consultants, Inc.
8740 Orion Place, Suite 100 • Columbus, Ohio 43240
Phone 614.540.6633 • Fax 614.540.6638
CHICAGO, IL. • CINCINNATI, OH • EXPORT, PA. • INDIANAPOLIS IN.
NASHVILLE, TN. • PITTSBURGH, PA. • ST. LOUIS, MO.

DESCRIPTION OF THE ADDITIONAL PROPERTY,
TO VILLAGE AT BALE KENYON CONDOMINIUMS
50.795 ACRE TRACT
LOCATED NORTH OF POWELL ROAD
WEST OF BALE KENYON ROAD
ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lots 2 and 6, Section 4, Township 3, Range 18, and being a part of an original 53.623 acre tract conveyed to The Village of Bale Kenyon LLC, by deed of record in Official Record 633, Page 261, all records herein are from the Recorder's Office, Delaware County, Ohio, said 50.795 acre tract being more particularly described as follows:

BEGINNING WITH THE TRUE POINT OF BEGINNING, at a found 3/4" iron pipe, with an id cap stamped CEC PROP CORNER, at the northeast corner of Lot 1390 of Waverly Place Section 4, as shown and delineated in Plat Cabinet 1, Slide 416A, and the south line of said original 53.623 acre tract;

Thence North 86°26'26" West, a distance of 2499.79 feet following along the northerly lines of Waverly Place Section 4, Waverly Place Section 1, Plat Book 23, Page 145 and Waverly Place Section 2, Plat Cabinet 1, Slide 187, passing a found 3/4" iron pipe with an id cap stamped "CEC 5963" at a distance of 2339.56 feet, to a point on the centerline of Interstate 71;

Thence following the centerline of Interstate 71 with a curve to the right having a Radius of 12277.67 feet, a Delta of 03°28'17", an Arc Length of 743.86 feet, and a Chord Bearing of North 25°45'24" East for a distance of 743.75 feet, to a point on the southerly line of a 141.75 acre tract conveyed to Marjorie Mae McCammon by deed of record in Deed Book 661, Page 112;

Thence South 86°16'32" East, a distance of 1717.03 feet, passing a 3/4" iron pipe found with an id cap stamped "CEC 5963", at a distance of 164.10, feet to a point;

Thence the following nine (9) courses and distances over and across said original 53.623 acre tract:

1. South 02°11'36" West, a distance of 211.31 feet, to a point;
2. South 66°05'07" West, a distance of 210.61 feet, to a point;
3. South 25°49'40" East, a distance of 115.00 feet, to a point;
4. North 64°10'20" East, a distance of 53.38 feet, to a point;
5. North 25°45'27" West, a distance of 23.00 feet, to a point;

6. North 64°10'20" East, a distance of 132.83 feet, to a point;

7. South 87°48'39" East, a distance of 115.61 feet, to a point;

8. North 78°26'15" East, a distance of 293.08 feet, to a point in the centerline of Bale Kenyon Road;

9. Along a curve to the left, having a delta angle of 02°41'19", a radius of 4884.15 feet, an arc length of 229.20 feet, a chord which bears North 15°13'40" West and a chord distance of 229.17 feet, to a point in the north line of said 53.623 acre tract;

Thence South 86°16'32" East, a distance of 167.17 feet, along the north line of said original 53.623 acre tract, passing a found 3/4" iron pipe found with an id cap stamped "CEC 5963" at a distance of 35.30 feet, to a found 3/4" iron pipe with an id cap stamped "CEC 5963";

Thence North 07°59'27" West, a distance of 514.14 feet, following along the easterly line of said 141.75 acre tract, to a found 3/4" iron pipe with an id cap stamped "CEC 5963";

Thence South 72°39'14' East, a distance of 33.00 feet, following along the southerly line of said 141.75 acre tract, to a found 3/4" iron pipe with an id cap stamped "CEC 5963", on the southerly line of a 2.866 acre tract (Parcel 2) conveyed to Karl R. Bletzacker Trustee, of record in Deed Book 41, Page 1410;

Thence South 49°46'45" East, a distance of 140.91 feet, along the southerly line of said 2.866 acre tract, to a found 3/4" iron pipe with an id cap stamped "CEC 5963";

Thence South 84°39'15" East, a distance of 133.73 feet, following along the southerly line of said 2.866 acre tract, to a found 3/4" iron pipe with an id cap stamped "CEC 5963" on the southwest corner of a 6.184 acre tract (Parcel 1) conveyed to Karl R Bletzacker Trustee, of record in Deed Book 41, Page 1410;

Thence South 84°39'15" East, a distance of 6.67 feet, following along the southerly line of said 6.184 acre tract, to a found 3/4" iron pipe with an id cap stamped "CEC 5963" on the northwest corner of Lot 7048 as shown and delineated in 1Africa Road Estates Subdivision, a subdivision of record in Plat Cabinet 3, Slide 708;

Thence the following six (6) courses and distances along the western lines of said Lot 7048:

1. South 48°41'40" East, a distance of 159.84 feet, to a found iron pipe;

2. South 16°34'03" East, a distance of 98.75 feet, to a found iron pipe;

3. South 77°43'57" East, a distance of 291.80 feet, to a found iron pipe;

4. South 61°30'27" East, a distance of 245.36 feet, to a found iron pipe;

5. South 30°54'15" East, a distance of 99.99 feet, to a found iron pipe;

6. South 23°42'59" East, a distance of 140.55 feet, to a point at the northwest corner of a 5.001 acre tract conveyed to Robert A. Restifo, of record in Deed Book 488, Page 844;

EXHIBIT C

Thence South 22°44'51" West, a distance of 104.66 feet, following along the westerly line of said 5.001 acre tract, to a found 3/4" iron pipe with an id cap stamped "CEC 5963";

Thence South 53°08'45" West, a distance of 241.44 feet, to a point on the northerly line of a 17.980 acre tract, conveyed to Joseph W. Rimelspach, of record in Deed Book 537, Page 450;

Thence the following three (3) courses and distance along the lines of said 17.980 acre tract;

1. North 86°24'45" West, a distance of 465.27 feet, to a found iron pipe;
2. South 14°41'32" West, a distance of 294.39 feet, to a found iron pipe;
3. South 00°56'43" West, a distance of 219.30 feet, to a found iron pipe;

Thence North 86°26'26" West a distance of 145.00 feet along the northerly line of a 1.290 acre tract conveyed to William L. & Susan Myers as shown and delineated in Deed Book 531, Page 169, to a found 3/4" iron pipe with an id cap stamped "CEC 5963" on the easterly right-of-way line of said Bale Kenyon Road;

Thence North 04°11'26" West a distance of 221.10 feet along the easterly right of way line of said Bale Kenyon Road to a found 3/4" iron pipe with an id cap stamped "CEC 5963" on the southern line of said original 53.623 acre tract:

Thence North 86°26'26" West a distance of 85.29 feet, to the **TRUE POINT OF BEGINNING**, containing 50.795 acres, more or less. Of which being 42.000 acres out of Farm Lot 6 and 8.795 acres out of Farm Lot 2. Being subject to all easements restrictions and rights-of-ways of record.

All iron pipes found are 3/4" iron pipes with an id cap stamped "CEC 5963"

The bearings shown above are based on the southerly line of Farm Lot 2 as being South 78°56'52" West as shown in Deed Book 1071, Page 474, in the Delaware County Recorder's Office.



Civil & Environmental Consultants, Inc.

1-15-07

Jerry A. Malott Date
Registered Surveyor No. S-5963

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