10522007

134481

DECLARATION AND BY-LAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

WORTHINGTON PARK CONDOMINIUM

- -

CERTIFICATE OF AUDITOR

I HEREBY CERTIFY THAT THE CONDOMINIUM COPIES HAVE BEEN FILED.

SEP30 1987

FRANKLIN COUNTY AUDITOR

BY _____

DEPUTY COUNTY AUDITOR

PALMER & McNEAL

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 38 PAGE 87-94

TIME 2:35 P M
RECORDED FRANKLIN CO., OHIO

SEP 30 1987

JOSEPH W. TESTA, RECORDER
RECORDER'S FEE $ 280.80

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

DECLARATION INDEX

ITEM	PAGE
RECITALS	1
DEFINITIONS	1
THE PLAN	3
THE LAND (ARTICLE I)	3
NAME (ARTICLE II)	3
PURPOSES; RESTRICTIONS (ARTICLE III)	3
Purposes (Section 1)	3
Restrictions (Section 2)	3
(a) Unit Uses	3
(b) Common Areas Uses	4
(c) Limited Common Areas Uses	4
(d) Visible Areas	4
(e) Nuisances	4
(f) Vehicles	4
(g) Renting and Leasing	4
(h) Signs	5
(i) Replacements	5
(j) Structural Integrity	5
(k) Building on Easements	5
(l) Animals	5
(m) Conveyances	6
(n) Discrimination	6
(o) Architectural Control	6
(p) Arbitration	6
IMPROVEMENT DESCRIPTIONS (ARTICLE IV)	6
Buildings (Section 1)	6
Other (Section 2)	7
UNITS (ARTICLE V)	7
Unit Designations (Section 1)	7
Composition of Units (Section 2)	7
(a) Unit Composition	7
(b) Units Sizes; Locations and Components	8
COMMON AND LIMITED COMMON AREAS (ARTICLE VI)	8
Common Areas - Description (Section 1)	8
Limited Common Areas - Description (Section 2)	8
Undivided Interest (Section 3)	8
UNIT OWNERS' ASSOCIATION (ARTICLE VII)	9
Establishment of Association (Section 1)	9
Membership (Section 2)	9
Voting Rights (Section 3)	9
Board of Trustees (Section 4)	9
Authority (Section 5)	10
Delegation of Authority; Professional Management (Section 6)	10
AGENT FOR SERVICE (ARTICLE VIII)	11
MAINTENANCE AND REPAIR (ARTICLE IX)	11
Association Responsibility (Section 1)	11
Individual Responsibility (Section 2)	11
UTILITY SERVICES (ARTICLE X)	11

	PAGE
INSURANCE; LOSSES; BONDS (ARTICLE XI)	12
Fire and Extended Coverage Insurance (Section 1)	12
Liability Insurance (Section 2)	13
Fidelity Coverage (Section 3)	13
Hazard Insurance Carrier (Section 4)	14
Other Association Insurance (Section 5)	14
Insurance Representative; Power of Attorney (Section 6)	14
Unit Owners' Insurance (Section 7)	14
Sufficient Insurance (Section 8)	14
Insufficient Insurance (Section 9)	15
DAMAGE; RESTORATION; REHABILITATION AND RENEWAL (ARTICLE XII)	15
Restoration of Substantial Damage or Destruction (Section 1)	15
Rehabilitation and Renewal (Section 2)	15
CONDEMNATION (ARTICLE XIII)	16
Standing (Section 1)	16
Use of Proceeds (Section 2)	16
Power of Attorney (Section 3)	17
GRANTS AND RESERVATION OF RIGHTS AND EASEMENTS (ARTICLE XIV)	17
Easements of Enjoyment; Limitations (Section 1)	17
Right of Entry for Repair, Maintenance and Restoration (Section 2)	17
Easements for Encroachments (Section 3)	17
Easement for Support (Section 4)	18
Easements for Utilities (Section 5)	18
Easement for Services (Section 6)	18
Easements Reserved to Declarant (Section 7)	18
Power of Attorney (Section 8)	19
General (Section 9)	19
ASSESSMENTS AND ASSESSMENT LIENS (ARTICLE XV)	19
Types of Assessments (Section 1)	19
Purpose of Assessments (Section 2)	19
Elements-Apportionment: Due Dates (Section 3)	19
(a) Annual Operating Assessments	19
(b) Special Assessments for Capital Improvements	20
(c) Special Individual Unit Assessments	21
Effective Date of Assessment (Section 4)	21
Effect of Nonpayment of Assessment; Remedies of the Association (Section 5)	21
Subordination of the Lien to First Mortgages (Section 6)	23
Certificate Regarding Assessments (Section 7)	23
NOTICES TO MORTGAGEES (ARTICLE XVI)	23
CONDOMINIUM INSTRUMENT REQUIREMENTS (ARTICLE XVII)	24
General (Section 1)	24
Deposits (Section 2)	24
Association Control (Section 3)	25
Limited Warranties (Section 4)	25
Declarant's Obligations (Section 5)	26
AMENDMENTS (ARTICLE XVIII)	26
Power to Amend (Section 1)	26
Method to Amend (Section 2)	27

	PAGE
EXPANSIONS (ARTICLE XIX)	28
Reservation of Expansion Option (Section 1)	28
Limitations on Option (Section 2)	28
Maximum Expansion Time (Section 3)	28
Legal Description (Section 4)	28
Composition of Portions Added (Section 5)	28
Time for Adding Portions (Section 6)	28
Improvement Location Limitations (Section 7)	29
Maximum Number of Units (Section 8)	29
Non-Residential Uses (Section 9)	29
Compatibility of Structures (Section 10)	29
Improvements Other than Structures (Section 11)	29
Types of Units (Section 12)	29
Limited Common Areas (Section 13)	30
Supplementary Drawings (Section 14)	30
Procedures for Expansion (Section 15)	30
Effects of Expansion (Section 16)	30
GENERAL PROVISIONS (ARTICLE XX)	31
Covenants Running With the Land (Section 1)	31
Actions (Section 2)	31
Severability (Section 3)	31
Gender and Grammar (Section 4)	31
Captions (Section 5)	31
LEGAL DESCRIPTION, CONDOMINIUM PROPERTY	EXHIBIT A
UNIT INFORMATION SHEET	EXHIBIT B
PLOT PLAN, CONDOMINIUM PROPERTY	EXHIBIT C
LEGAL DESCRIPTION, ADDITIONAL PROPERTY	EXHIBIT D
PLOT PLAN, ENTIRE PROPERTY	EXHIBIT E

BY-LAWS INDEX

	PAGE
NAME AND LOCATION (ARTICLE I)	a
DEFINITIONS (ARTICLE II)	a
UNIT OWNERS (MEMBERS) (ARTICLE III)	a
Composition (Section 1)	a
Annual Meetings (Section 2)	a
Special Meetings (Section 3)	a
Notice of Meetings (Section 4)	a
Quorum; Adjournment (Section 5)	b
Proxies (Section 6)	b
Voting Power (Section 7)	b
Action in Writing Without Meeting (Section 8)	b
BOARD OF TRUSTEES: (BOARD OF MANAGERS) (ARTICLE IV)	b
Initial Trustees (Section 1)	b
Successor Trustees (Section 2)	b
Removal (Section 3)	b
Nomination (Section 4)	c
Election (Section 5)	c
Compensation (Section 6)	c
Regular Meetings (Section 7)	c
Special Meetings (Section 8)	c
Quorum (Section 9)	c
Voting Power (Section 10)	c
Action in Writing Without Meeting (Section 11)	c
Powers (Section 12)	c
Duties (Section 13)	d
OFFICERS (ARTICLE V)	e
Enumeration of Officers (Section 1)	e
Selection and Term (Section 2)	e
Special Appointments (Section 3)	e
Resignation and Removal (Section 4)	e
Duties (Section 5)	e
COMMITTEES (ARTICLE VI)	f
BOOKS AND RECORDS (ARTICLE VII)	f
AUDITS (ARTICLE VIII)	f
FISCAL YEAR (ARTICLE IX)	g
AMENDMENTS (ARTICLE X)	g

DECLARATION

This is the Declaration of Worthington Park Condominium, made on or as of the 11th day of September, 1987, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

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

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

Definitions

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

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Worthington Park 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 non-profit corporation statutory act).

2. "Association" and "Worthington Park 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 pursuant to the provisions of the Condominium Act.

3. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium pursuant to the provisions of the Condominium Act.

4. "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 provisions of the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

5. "Common Areas" means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the provisions of the Condominium Act.

6. "Condominium" and "Worthington Park Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

7. "Condominium Act" means the statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

8. "Condominium instruments" means this Declaration, the By-Laws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit."

9. "Condominium organizational documents" means the Articles, the By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

10. "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.

11. "Declarant" means whoever is designated in the recitals of this Declaration as creating the Condominium, and its 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.

12. "Declaration" means this instrument by which the Condominium Property is submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

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

14. "Eligible holder of a first mortgage lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Unit or Units subject to its mortgage.

15. "Limited Common Areas" means those Common Areas 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 areas and facilities" of the Condominium under the provisions of the Condominium Act.

16. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit owner.

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

18. "Trustee" and "Trustees" mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the board of managers of the Association, as defined in the Condominium Act.

19. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this

Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

20. "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 Ohio's non-profit corporation statutory act.

The Plan

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

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, consisting of 1.208 acres, more or less, located in the City of Columbus, Franklin County, Ohio, is attached hereto and marked "Exhibit A".

ARTICLE II

NAME

The name by which the Condominium shall be known is "Worthington Park Condominium".

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee-simple interests may be conveyed; to establish a unit owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; 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 Property shall be subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing: (i) professional and quasi-professional occupants may use a Unit as an auxillary or secondary facility to an office established elsewhere; (ii) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or conducting correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions;

(iii) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, but for no longer than a one year period of time, one or more Units as sales models and offices, and for storage and maintenance purposes, provided, that with respect to any Units added to the Condominium, Declarant may maintain one or more Units as sales models and offices therein for a one year period of time from the time the same is added to the Condominium; and (iv) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Areas Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants, subject to such rules and regulations as may from time to time be promulgated by the Board.

(c) Limited Common Areas Uses. Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, as specified in this Declaration, subject to the restrictions on use thereof set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes or curtains) 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, 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, and subject to such rules and regulations as the Board may adopt from time to time.

(e) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Areas, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

(f) Vehicles. The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas, 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.

(g) Renting and Leasing. No Unit or part thereof, unless the same is owned by the Association, 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. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit owners 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.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent; and (c) on the Common Areas and model Units, signs advertising the sale and/or rental of Units by the Declarant during the initial sale and rental period.

(i) 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.

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

(k) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain 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.

(l) 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 Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Areas except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals on the Common Areas 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 (iii) 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.

(m) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas 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. 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.

(n) 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.

(o) 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, as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with.

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

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Buildings. There are three buildings a part of the Condominium, each containing five dwelling units. The buildings are two story townhouse style buildings, with basements, built on concrete block foundations, of wood frame, with aluminium siding and some cedar, and asphalt shingle roofs. One end dwelling

unit has an attached garage. The principal materials of which these buildings are constructed are wood, glass, concrete, concrete block, cedar veneer, aluminum siding asphalt shingle, and drywall. The residential buildings are located as shown on the Drawings.

Section 2. Other. Each dwelling unit has a front stoop and a rear partially wood-fenced patio area. Also on the Condominium Property are sidewalks, green and landscaped areas, and private asphalt drives and parking areas. There are no recreation facilities a part of the Condominium.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the fifteen (15) dwelling units (referred to hereinafter as "a Unit") is designated by a one digit number and the letter A, B, C, D or E. An illustration is "Unit 1A". This is the Unit's "Unit designation". The Unit designation of each Unit is shown on the Drawings where that Unit is located. Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit B". The location and designation of each Unit is also shown on the plot plan attached hereto as "Exhibit C".

Section 2. Composition of Units.

(a) Unit Composition. Each Unit 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, wallpaper, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpet, and also the floors and ceilings themselves, and the drywall, paneling and other finishing material attached to the structural parts of the perimeter walls;

(2) all windows, screens and doors, 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 the fireplaces actually within the interior of a Unit, the vents and dampers therefor accessible from the Unit's interior; and

(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:

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

(2) 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

(3) fireplace stacks and chimneys, if any.

(b) Unit Sizes; Locations and Components. The approximate area of each Unit interior, as well as the type of each Unit and number of rooms in each Unit, are set forth on the attached Exhibit B". The location, dimensions, type and composition of each Unit are shown on the Drawings. Each Unit has direct access to Common Areas, which lead directly to Sancus Boulevard, a public street.

ARTICLE VI

COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas - 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 in the Drawings as a part of a Unit, are Common Areas.

Section 2. Limited Common Areas - Description. Those portions of the Common Areas that are labeled or designated "LCA" or "limited common areas", or shown as stoops on the Drawings, are Limited Common Areas. In the case of each Unit, those Limited Common Areas consist of a front stoop and a rear patio area that extends the full width of the Unit. Each such Limited Common Area 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 Areas of each Unit (rounded to the nearest hundredth of a percent), is shown on the attached Exhibit B, and, is based on

par values that we have assigned to each type of Unit, primarily on the basis of the relative fair market value of the Units, provided, Declarant has made such adjustments as are necessary to make the total undivided interests equal exactly 100.00%. The Common Areas 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 Areas. Further, the undivided interest in the Common Areas 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 Areas shall be uniformly reallocated so that the undivided interest of each Unit of each type added shall be the same as each other Unit of that type, and so that the undivided interest of a Unit of one type to one of another type is in the same ratio as those interests are with respect to the Units initially a part of the Condominium, provided, that interests shall be rounded to total 100.00%, and, if necessary to make the total equal that figure, adjustments of one hundredth will be made, in Declarant's discretion.

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

Section 4. Board of Trustees. The Board initially shall be those three persons named as the initial Trustees 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 the time that Units to which 25% of the undivided interests in the Common Areas 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 Trustee at such meeting to replace whichever Trustee Declarant designates.

Within thirty days after the earlier of (a) three years from the date of the establishment of the Association, and (b) the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Areas appertain, the Association shall meet and all Unit owners, including the Declarant, shall elect six Trustees to replace all of those Trustees earlier elected or designated by the Unit owners

or Declarant, respectively. The terms of the six Trustees shall be staggered so that the terms of two of the Trustees will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Trustees 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 Trustees, provided, that in any such event the terms of not less than one-third of the Trustees shall expire annually.

For purposes of computing undivided interests 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 (128).

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

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and 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 managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without penalty, on ninety (90) days written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases 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 and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice.

The decision by the Board not to have professional management, or to terminate professional management and assume self management, shall not be made without the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's address, which is Franklin County, Ohio, where the Condominium is situated, is:

Gary M. Garrison
1129 Pacific Court
Worthington, Ohio 43085

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 funds are available for the same, shall maintain and repair the Common Areas, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings which are a part of the Common Areas and that do not constitute part of a Unit, provided, however, that the Association shall not be required to provide routine care and maintenance to stoops, or to repair or maintain the interior of patios or any improvements within patios.

Section 2. Individual Responsibility. Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, provide routine care and maintenance to that owner's appurtenant front stoop, and repair and maintain the interior of that owner's appurtenant patio and the improvements within it. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor. In the event a Unit owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas 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 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.

ARTICLE X

UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged

by the utility company to that Unit. In the event any utility service is not separately metered the cost thereof shall be a common expense and paid by the Association.

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 Areas, 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 co-insurance 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 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;

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

(d) shall contain or have attached the standard mortgagee clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, which (i) must provide that the carrier shall notify all first mortgagees named at least ten days in advance of the effective date of any reduction in or cancellation of 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 The Mortgage Corporation or Federal National Mortgage Association ("FNMA"), to the holders of first mortgages on Units; and

(e) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit owners.

The cost of this insurance shall be a common expense, payable by the Association, provided, however, if the Board so elects, each Unit owner shall, promptly upon receipt of an invoice for his, her or its share of the premium for that insurance, pay that Unit owner's respective share of that premium directly to the insurance company issuing that insurance. A Unit owner's share shall be determined by multiplying the premium being apportioned by that owner's Unit's undivided interest in the Common Areas. If that premium is not paid by the Unit owner, it shall constitute a special individual Unit assessment, as hereinafter defined.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of general liability insurance covering all of the Common Areas and public ways, if any, in the Condominium, insuring the Association, the Trustees, 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 private institutional mortgage investors for projects similar in construction, location and use, and (b) $1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" 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 in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts of the Association. Each such policy must provide that it may not be cancelled or substantially modified, by any party, without at least 10 days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the policy.

Section 3. Fidelity Coverage. The Board shall obtain and maintain fidelity coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents, or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligor or insured and shall be written in an amount sufficient to provide protection, which is in no event less than a sum equal to 150% of the estimated annual operating expense of the Association, including reserves. 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 10 days' prior written notice to the Association, any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights.

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 current rating of B/VI, or better, or, if Class V, has a general policy holder's rating of at least A, as

determined by the then latest edition of Best's Insurance Reports, or its successor guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/VI or better rating.

Section 5. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative; Power of Attorney. Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 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 Trustees, and all other Unit owners and occupants.

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

against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit owners and eligible 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 Areas 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 Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective undivided interests in the Common Areas. 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.

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 residential building, or the taking of one or more Units in any condemnation or eminent domain proceedings, 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 mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain, determine not to repair or restore such damage or destruction, or reconstruct such Unit or Units. In such an event, all of the Condominium Property shall be sold as upon partition.

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

Section 2. Rehabilitation and Renewal. The Association, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible holders of first mortgages

on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

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 the loss 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 loss, that Unit owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit owner, or the direct loss with respect to the Unit itself, or with regard to the useability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any such 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 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 holders of eligible first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Areas. 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 3. 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 Areas and a right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and to ingress and egress to the members of that Unit owner's family and to occupants.

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 Areas may be exercised without notice; otherwise, the Association shall give the owners or occupants of a Unit no less than 24 hours advance notice prior to entering a Unit or its appurtenant Limited Common Areas.

Section 3. Easements for Encroachments. Each Unit and the Common Areas shall be subject to easements for encroachments on

any other Unit and upon the Common Areas 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 encroaching structures 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. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, 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. By this easement it shall be expressly permissible for the Association to grant to the providing company permission to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof.

Section 6. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Areas (a) for a one year period of time from the date hereof, for access for and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) for the initial sales and rental period, not to exceed a one year period of time from the date hereof, or, in the case of Units added at a later date, one year from the date of the addition, to maintain one or more Units for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and 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"), hereinafter described, for pedestrian and vehicular access over the roadways that are initially a part of the Condominium for ingress and egress to and from the additional property,

and each part thereof, and 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 and tie into main line utility lines in the Common Areas, as permitted by public authority and the utility company involved, to extend such lines into the additional property to service the same, until such time as control of the Condominium Property is assumed by the Association.

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 and other instruments as may be necessary or desirable, in the sole discretion of the Board, to further establish or effectuate the foregoing easements. 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.

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: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

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 Areas, common expenses of the Association consisting of the following:

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

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

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

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

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

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

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded 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, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly prorata share of the annual operating assessment for that Unit.

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

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

(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 Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, 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 holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain.

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

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit owner, the cost of insurance premiums separately billed to a Unit owner, and a Unit owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto. 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 Areas 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, and (iii) charge a reasonable, uniform, late fee, as determined from time to time by the Board.

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

(c) At any time after 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, and interest and costs, may be filed with the Recorder of Franklin County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other chief officer of the Association.

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

(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 Franklin County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest, late charges and costs shall also be the joint and several personal obligation of the Unit owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien 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 charges and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such 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 Areas, 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 to the time such holder or purchaser took title to that Unit.

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

NOTICES TO MORTGAGEES

Any holder, insurer or guarantor of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer or guarantor and the Unit designation), shall be entitled to timely written notice by the Association of:

1. any proposed addition or amendment of the Condominium organizational documents effecting a material change or addition in provisions establishing, providing for, governing or regulating (a) voting, (b) assessment liens or subordination of such liens, (c) reserves for maintenance, repair and replacement of Condominium Property, (d) insurance or fidelity bonds, (e) rights to use of the Common Areas, (f) responsibility for maintenance and repair, (g) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, (h) the boundaries or composition of any Unit, (i) the interests in

the Common or Limited Common Areas, (j) the convertibility of Units into Common Areas or of Common Areas into Units, (k) the leasing of any Unit or part thereof, (l) the imposition of any right of first refusal or similar restriction on the right of a Unit owner to sell, transfer, or otherwise convey his or her Unit, or (m) any provisions which are for the express benefit of the holder, insurer or guarantor of any first mortgage on a Unit.

2. any proposed termination of the Condominium as a condominium regime;

3. any condemnation or eminent domain proceeding which may affect or any casualty loss which does affect a material portion of the Condominium Property or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

4. any decision by the Association not to restore substantial damage or destruction;

5. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

6. any decision by the Association to renew or rehabilitate the Condominium Property;

7. any decision by the Association to construct significant new capital improvements not replacing existing improvements;

8. times and places of Unit owners' meetings; and

9. any default under the Condominium organizational documents which gives rise to a cause of action against a Unit owner whose Unit is subject to the mortgage of such holder, insurer or guarantor, where the default remains uncured for a period of sixty (60) days.

No addition 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.

ARTICLE XVII

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 $2,000. or more is held

for more than 90 days, interest at the rate of at least 4% per annum for any period exceeding 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. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

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 Areas after control of the Association is assumed by the Association. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, 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 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 subparagrapn 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 Areas 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 sale of the first 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 warranty 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.

(1) 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.

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

(3) 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.

(4) 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.

(5) Any request for service must be sent in writing to the Declarant at such address as the Declarant may designate, from time to time, in writing to the buyers. 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.

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

Section 5. Declarant's Obligations. 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 XVIII

AMENDMENTS

Section 1. Power to Amend. Except as hereinafter specifically provided, amendment of this Declaration (or the other Condominium organizational documents) shall require (a) the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners, and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. 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 Areas appertaining to a Unit or the liability for common expenses appertaining thereto;

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

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

(b) the consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners and the consent of eligible holders of first mortgages on Units to which at least seventy-five (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium;

(c) the consent of eligible holders of first mortgages on Units to additions or amendments to the Condominium organizational documents shall not be required except in those instances, previously described, in which the eligible holders of first mortgages on Units are entitled to written notice of the proposed addition or amendment;

(d) 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 conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained, or to correct typographical errors or obvious factual errors or omissions the correction of which would not impair the interest of any Unit owner or mortgagee; and further provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

An eligible holder of a first mortgage on a Unit who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents of Unit owners and eligible holders of first mortgages 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 Franklin County, Ohio.

ARTICLE XIX

EXPANSIONS

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

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property.

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 five 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 three years, if it exercises its right to so renew within six months prior to the expiration of that initial five 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, by metes and bounds, 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, are attached hereto and marked "Exhibit D", 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 nor any portion of the additional property must be added to the Condominium Property, nor, if any of the additional property is added, shall it be required that a particular portion of the additional property must be added, provided that portions added meet all other requirements set forth in this article and all improvements on portions added are substantially completed prior to the time added to the Condominium. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added, excepting, however, that each portion added shall be contiguous, at some point, to what then constitutes the Condominium Property, so that at all times the entire Condominium Property shall be an integral and contiguous development.

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

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

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the additional property and added to the Condominium Property is one hundred seven (107), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units 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 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 dwelling 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, provided that Declarant reserves the right to construct detached garages, of compatible construction and design, on the additional property. 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. Except as hereinafter provided, all Units that are created on all or any portion of the additional property and added to the Condominium Property shall be substantially identical to and of the types of Units then on the Condominium Property, provided, however, that any such Units shall be deemed substantially identical notwithstanding changes in the interior layout of the Units, or minor changes in design or finish detail. Notwithstanding the foregoing, Declarant reserves the right to construct Units of the types described in Exhibit B hereto to the additional property and add them to the Condominium. Those type Units, as well as all other types of Units, shall be of the composition, and have the par values, that are described on Exhibit B heretc.

Section 13. Limited Common Areas. Declarant reserves the right with respect to all or any portion of the additional property added to the Condominium Property to create Limited Common Areas therein of substantially the same type, size, and number as those areas then so designated as such in the Condominium Property, provided, that spaces in detached garages, if such garages are added, shall also be Limited Common Areas. The precise size and number of such newly created Limited Common Areas 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. Exhibit E, attached hereto, shows the location and dimensions of the Condominium Property and the additional property. Declarant does not consider any other drawings or plans, other than the Drawings, presently appropriate in supplementing the foregoing provisions of this article. However, 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 and all owners and lessees of the land so added, 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. Upon the filing for record 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 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 and bind 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;

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

(c) the undivided interests of Units in the Common Areas, as so expanded, shall be reallocated as provided herein, that is, in the proportion of their relative par values; 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.

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 part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting 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 By-Laws 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 an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

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 wise affect any other provisions of this 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.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 18th day of September, 1987.

Signed and acknowledged in the presence of:

Richard L. Loveland

William M. Osterhaus

ALDEN COMMUNITIES INCORPORATED

By Gary M. Garrison V. Pres.
(Name) (Title)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Gary M. Garrison, the Vice President of Alden Communities Incorporated, an Ohio corporation, on its behalf, this 18th day of September, 1987.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY - AT - LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

EXHIBIT A
DECLARATION OF CONDOMINIUM
WORTHINGTON PARK CONDOMINIUM

Legal Description, Condominium Property
(1.208 Acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, being in Section 2, Township 2 North, Range 18 West, United States Military Lands, containing 1.208 acres of land, more or less, said 1.208 acres being out of that 10.442 acre tract of land described in the deed to Alden Communities, Incorporated, of record in Official Record 07001A12, Recorder's Office, Franklin County, Ohio, said 1.208 acres being more particularly described as follows:

Beginning at a point at the southeasterly corner of said 10.442 acre tract, the same being the northeasterly corner of a 5.289 acre tract of land described in the deed to Alden Communities, Inc., of record in Official Record 07540E04, said point being a southwesterly corner of a 37.126 acre tract described in the deed to Alden Communities, Incorporated, of record in Official Record 06978B19, said point also being the northwesterly corner of that 0.655 acre tract described in EXHIBIT "A" of the deed to The City of Columbus, of record in Official Record 06114J15, all being of record in the Recorder's Office, Franklin County, Ohio;

Thence N-86°54'29"W, with the southerly line of said 10.442 acre tract and with the northerly line of said 5.289 acre tract, a distance of 247.54 feet to the southwesterly corner of said 10.442 acre tract, said point also being the southeasterly corner of a 28.2955 acre tract of land described as PARCEL II in EXHIBIT B of the deed to Day Brothers Development Co., of record in Official Record 01635A01, Recorder's Office, Franklin County, Ohio;

Thence N-2°56'26"E, with the westerly line of said 10.442 acre tract and with the easterly line of said 28.2955 acre tract, a distance of 211.79 feet to a point;

Thence S-87°03'34"E, crossing sad 10.442 acre tract, a distance of 248.40 feet to a point in the easterly line of said 10.442 acre tract, said point also being in a westerly line of said 37.126 acre tract;

Thence S-3°10'26"W, with the easterly line of said 10.442 acre tract and with the westerly line of said 37.126 acre tract, a distance of 212.45 feet to the point of beginning and containing 1.208 acres of land, more or less.

Description prepared by Bauer, Davidson & Merchant, Inc., Consulting Engineers

Last Transfer: ORV 07001A12

Declarant's Mailing Address: Alden Communities, Incorporated
1129 Pacific Court
Worthington, Ohio 43085

Tax Parcel No._____

EXHIBIT B

DECLARATION OF CONDOMINIUM
WORTHINGTON PARK CONDOMINIUM

Unit Description Sheet

Unit Designation	Unit Type	Par Value	Undivided Interest
1A	2	1.00	6.61%
1B	2	1.00	6.60
1C	2	1.00	6.60
1D	2	1.00	6.60
1E	2	1.00	6.61
2A	2	1.00	6.61%
2B	2	1.00	6.60
2C	2	1.00	6.60
2D	2	1.00	6.60
2E	2	1.00	6.61
3A	2AG	1.14	7.53%
3B	2	1.00	6.61
3C	2	1.00	6.60
3D	2	1.00	6.61
3E	2	1.00	6.61
		Total	100.00%

Unit Types - As Initially Constituted

TYPE 2 - Two bedroom Unit, with a one room basement, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor. Contains a total of six rooms, counting the basement and bath as each one room, and 1,102 gross interior square feet, meaning the gross square feet of the Unit at all levels, including interior walls, measured from the inside of the Unit's exterior perimeter walls.

TYPE 2AG - Two bedroom Unit, with a one room basement, an attached garage, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor. Contains a total of seven rooms, counting the basement, garage, and bath as each one room, and 1,264 gross interior square feet.

Unit Types - Additional Type That May Be Added

TYPE 3AG - Three bedroom Unit, with a one room basement, an attached garage and a kitchen-dining room and living room on the first floor, and three bedrooms and a full bath on the second floor. Contains a total of eight rooms, counting the basement, garage and bath as each one room, and 1,498 gross interior square feet.

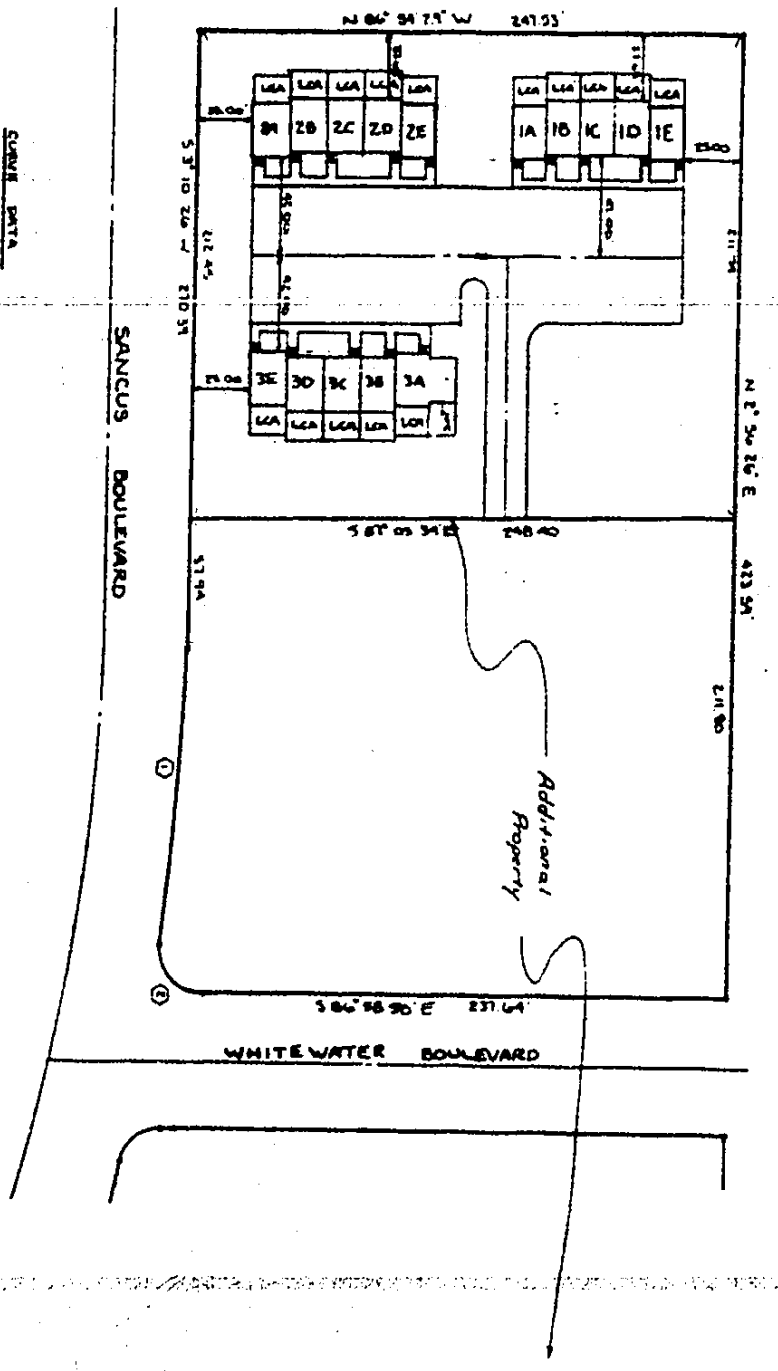
Par Values

Type	Par Value
2	1.00
2AG	1.14
3AG	1.24

10522F06

EXHIBIT C

DECLARATION OF CONDOMINIUM
WORTHINGTON PARK CONDOMINIUM



LEGEND

- Patio (Typical)
- Steps (Typical)
- LCA - Designates Limited Common Area
- Designates Garage (Typical)

All areas not designated as Limited Common Areas or by Unit designation, which are a number and a letter, are Common Areas.

CURVE DATA

① Δ = 7°40'04", R = 1050.00', CH = 181.23', S 6° 41' 28" W

② Δ = 11° 23' 20", R = 200.00', CH = 39.05', S 38° 17' 10" E

BRUER, DAVIDSON & MERCHANT, INC.
Consulting Engineers
255 Great Meadows Drive South
Suite B PO Box 152
Powell, Ohio 43065

Graphic Scale
Order No. 1818-01
April 22, 1981

EXHIBIT D

DECLARATION OF CONDOMINIUM
WORTHINGTON PARK CONDOMINIUM

Legal Description, Additional Property

Parcel One (1.220 Acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, being partly in Section 2, Township 2 North, Range 18 West, United States Military Lands and partly in Quarter Township 1, Township 2, Range 18, United States Military Lands, containing 1.220 acres of land, more or less, 1.209 acres of said 1.220 acres being part of that 10.442 acre tract of land described in the deed to Alden Communities, Incorporated, of record in Official Record 07001A12, 0.011 acre of said 1.220 acres being part of that 37.126 acre tract of land described in EXHIBIT "A" of the deed to Alden Communities, Incorporated, of record in Official Record 06978B19, both being of record in the Recorder's Office, Franklin County, Ohio, said 1.220 acres of land being more particularly described as follows:

Beginning, for reference, at a point in the southeasterly corner of said 10.442 acre tract, the same being the northeasterly corner of a 5.289 acre tract of land described in the deed to Alden Communities, Inc., of record in Official Record 07540E04, Recorder's Office, Franklin County, Ohio, said point also being a southwesterly corner of said 37.126 acre tract; thence N-3°10'26"E, with the easterly line of said 10.442 acre tract, the same being the westerly line of said 37.126 acre tract, a distance of 212.45 feet to the true point of beginning;

Thence, from said true point of beginning, N-87°03'34"W, crossing said 10.442 acre tract, a distance of 248.40 feet to a point in the westerly line of said 10.442 acre tract;

Thence N-2°56'26"E, with the westerly line of said 10.442 acre tract, a distance of 211.80 feet to a point in the southerly right-of-way line of Whitewater Boulevard (60 feet in width);

Thence S-86°58'50"E, with the southerly right-of-way line of said Whitewater Boulevard extended easterly, a distance of 237.64 feet to a point of curvature;

Thence southwardly, with the arc of a curve to the right having a radius of 20.00 feet, a central angle of 97°23'20" and a chord that bears S-38°17'10"E, a chord distance of 30.05 feet to a point of reverse curvature on the westerly right-of-way line of Sancus Boulevard (80 feet in width);

Thence southwestwardly, with the westerly right-of-way line of said Sancus Boulevard and with the arc of a curve to the left having a radius of 1040.00 feet, a central angle of 7°14'04" and a chord that bears S-6°47'28"W, a chord distance of 131.23 feet to a point on the easterly line of said 10.442 acre tract, said point also being on the westerly line of said 37.126 acre tract;

Thence S-3°10'26"W, with the easterly line of said 10.442 acre tract, the same being the westerly right-of-way line of said Sancus Boulevard and the westerly line of said 37.126 acre tract, a distance of 57.94 feet feet to the true point of beginning and containing 1.220 acres of land, more or less.

EXHIBIT D
DECLARATION OF CONDOMINIUM
WORTHINGTON PARK CONDOMINIUM

Legal Description, Additional Property

PARCEL TWO (5.314 Acre)

Situated in the State of Ohio, County of Franklin, City of Columbus, being partly in Section 2, Township 2 North, Range 18 West, United States Military Lands and partly in Quarter Township 1, Township 2, Range 18, United States Military Lands, containing 5.314 acres of land, more or less, 4.869 acres of said 5.314 acres being part of that 10.442 acre tract of land described in the deed to Alden Communities, Incorporated, of record in Official Record 07001A12, 0.445 acre of said 5.314 acres being part of that 37.126 acre tract of land described in EXHIBIT "A" of the deed to Alden Communities, Incorporated, of record in Official Record 06978B19, both being of record in the Recorder's Office, Franklin County, Ohio, said 5.314 acres of land being more particularly described as follows:

Beginning, for reference, at a point in the southeasterly corner of said 10.442 acre tract, the same being a southwesterly corner of said 37.126 acre tract; thence N-3°10'26"E, with the easterly line of said 10.442 acre tract, the same being the westerly line of said 37.126 acre tract, a distance of 483.91 feet to the true point of beginning;

Thence, from said true point of beginning, N-86°58'50"W, crossing said 10.442 acre tract, a distance of 249.50 feet to a point in the westerly line of said 10.442 acre tract;

Thence N-2°56'26"E, with the westerly line of said 10.442 acre tract, a distance of 845.00 feet to a point in the southerly right-of-way line of Wellingshire Boulevard (50 feet in width);

Thence S-86°58'50"E, crossing said 10.442 acre tract, a distance of 252.26 feet to a point in the easterly line of said 10.442 acre tract;

Thence S-3°10'25"W, with the easterly line of said 10.442 acre tract, a distance of 26.77 feet to an angle point;

Thence S-3°06'00"W, with the easterly line of said 10.442 acre tract, a distance of 530.13 feet to a point in the northwesterly corner of said 37.126 acre tract;

Thence S-87°02'04"E, with the northerly line of said 37.126 acre tract, a distance of 129.23 feet to a point on a curve of the westerly right-of-way line of Sancus Boulevard (80 feet in width);

Thence southwestwardly, with the westerly right-of-way line of said Sancus Boulevard and with the arc of a curve to the left having a radius of 1040.00 feet, a central angle of 16°08'23" and a chord that bears S-23°58'17"W, a chord distance of 291.99 feet to a point of reverse curvature;

Thence southwestwardly, with the arc of a curve to the right having a radius of 20.00 feet, a central angle of 77°07'05" and a chord that bears S-54°27'38"W, a chord distance of 24.93 feet to a point of tangency;

Thence N-86°58'50"W, a distance of 6.10 feet to the true point of beginning and containing 5.314 acres of land, more or less.

EXHIBIT D
DECLARATION OF CONDOMINIUM
WORTHINGTON PARK CONDOMINIUM

Legal Description, Additional Property

PARCEL THREE (2.349 Acre)

Situated in the State of Ohio, County of Franklin, City of Columbus, being in Section 2, Township 2 North, Range 18 West, United States Military Lands, containing 2.349 acres of land, more or less, said 2.349 acres being part of that 10.442 acre tract of land described in the deed to Alden Communities, Incorporated, of record in Official Record 07001A12, Recorder's Office, Franklin County, Ohio, said 2.349 acres of land being more particularly described as follows:

Beginning, for reference, at a point in the southeasterly corner of said 10.442 acre tract; thence N-3°10'26"E, with the easterly line of said 10.442 acre tract, a distance of 772.01 feet to an angle point; thence N-3°06'00"E, continuing with the easterly line of said 10.442 acre tract, a distance of 530.13 feet to an angle point; thence N-3°10'25"E, still continuing with the easterly line of said 10.442 acre tract, a distance of 76.77 feet to the true point of beginning;

Thence, from said true point of beginning, N-86°58'50"W, crossing said 10.442 acre tract, a distance of 252.46 feet to a point in the westerly line of said 10.442 acre tract;

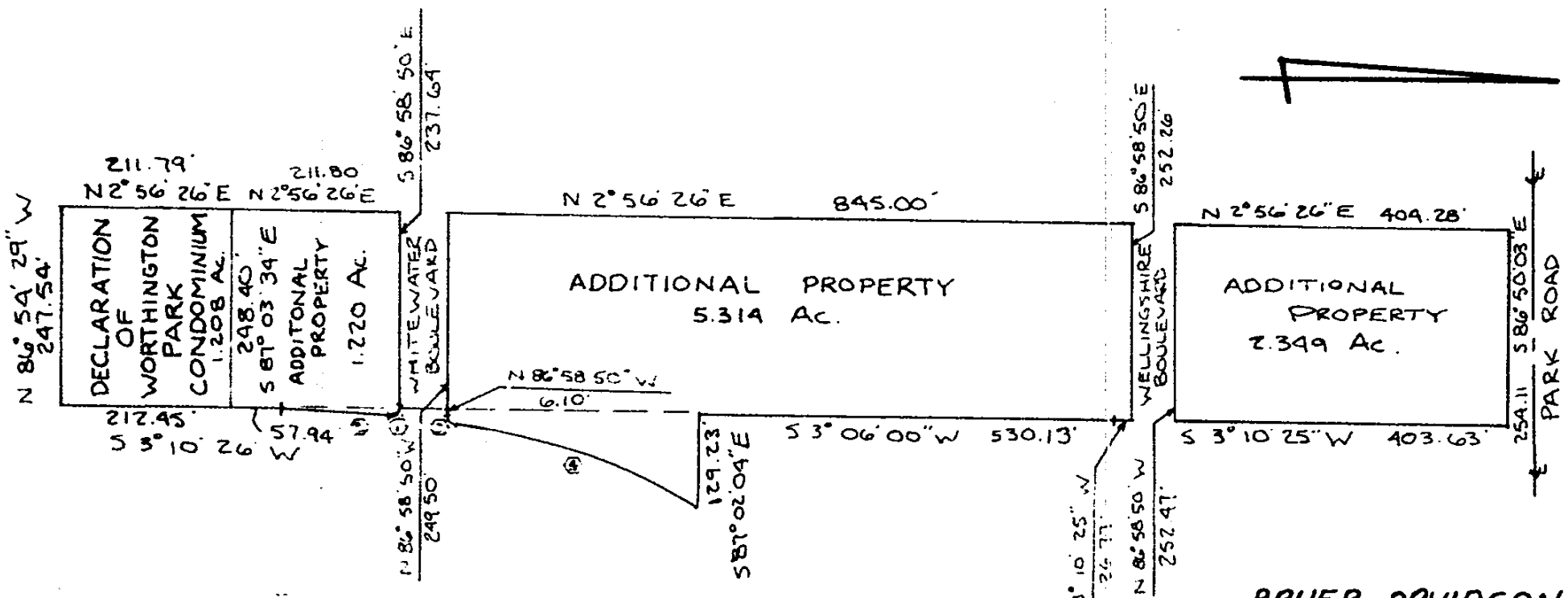
Thence N-2°56'26"E, with the westerly line of said 10.442 acre tract, a distance of 404.28 feet to a point, said point being located 30.00 feet southerly from, as measured at right angles, the northerly line of said 10.442 acre tract, said northerly line being the centerline of Park Road;

Thence S-86°50'03"E, parallel with and 30.00 feet southerly from, as measured at right angles, the northerly line of said 10.442 acre tract, a distance of 254.11 feet to a point in the easterly line of said 10.442 acre tract;

Thence S-3°10'25"W, with the easterly line of said 10.442 acre tract, a distance of 403.63 feet to the true point of beginning and containing 2.349 acres of land, more or less.

EXHIBIT E

DECLARATION OF CONDOMINIUM
WORTHINGTON PARK CONDOMINIUM



Order No. 1073-87
Scale: 1" = 200
April 24, 1987

① Δ 97°23'20", R=20.00', Ch=30.05', S 38°[illegible]'10"E
② Δ 7°14'04", R=1040.00', Ch=131.23' S 6°[illegible]'23"W
③ Δ 77°07'05", R=20.00', Ch=24.93' S 54°[illegible]'38"W
④ Δ 16°08'23", R=1040.00', Ch=291.99', S 23°58'[illegible]"W

BAUER, DAVIDSON & MERCHANT, INC.
Consulting Engineers
255 Green Meadows Drive South
Suite B
P.O. Box 152 Powell, Ohio 43065

105221 10

BY-LAWS

(Code of Regulations)

OF

WORTHINGTON PARK CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

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

ARTICLE II

DEFINITIONS

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

ARTICLE III

UNIT OWNERS (MEMBERS)

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

Section 2. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

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

Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit owner entitled to vote thereat, addressed to the Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice

shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum; Adjournment. The Unit owners present, in person or by proxy, at any duly called and noticed meeting of Unit owners, shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Proxies. At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided in the Condominium organizational documents or by law.

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than seventy-five percent (75%) of the voting power of Unit owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

ARTICLE IV

BOARD OF TRUSTEES: (BOARD OF MANAGERS)

Section 1. Initial Trustees. The initial trustees shall be those three persons named as the initial Trustees in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Trustees. The number, times of election, and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration and these By-Laws.

Section 3. Removal. Excepting only Trustees named in the Articles or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Unit owners. In the event of the death, resignation or removal of a Trustee other than one named in the Articles or a substitute selected by the Declarant, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of

Trustees by all of the Unit owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Trustees to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any three Trustees, after not less than three days notice to each Trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Each Trustee shall be entitled to a single vote, and, except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

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

(b) obtain insurance coverage no less than that required pursuant to the Declaration;

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

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

(e) establish, enforce, levy and collect assessments as provided in the Declaration;

(f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners, occupants and their guests thereon, and establish penalties for the infraction thereof;

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

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

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

(j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and

(l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

Section 13. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half (1/2) or more of the voting power of Unit owners;

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

(c) as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;

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

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

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

(g) cause the restrictions created by the Declaration to be enforced; and

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

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Trustee. The same person may hold more than one office.

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

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

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

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

(a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board

are carried out, and shall sign all legal instruments on behalf of the Association.

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit owners and the holders, insurers and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit owners, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

1. to each requesting Unit owner, at the expense of the Association, upon the affirmative vote of Unit

owners exercising a majority of the voting power of Unit owners; and

2. upon the request of the holders of fifty-one percent (51%) or more of first mortgages on Units, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such holders.

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

AMENDMENTS

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

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these By-Laws to be duly adopted on or as of the 17th day of SEPTEMBER, 1987.

ALDEN COMMUNITIES INCORPORATED

By _____ V. Pres.
(Name) GARY M. GARRISON (Title)

Sole Member