

10-30-74 SECOND AMENDED SEE
Vol 3435 Page 400 J. Endre
3435 543
OCT 31-74

CERTIFICATE AND AFFIDAVIT OF LIEN
FOR CONDOMINIUM ASSESSMENTS
INST # 36034 - UNIT 60
6/28/82 BLDG UNIT 13
SEE O.R VOL 1844
E. GOWD PAGE E02
ALSO INST 36035
UNIT # 61 BLDG 13
6/28/82 SEE O.R.
E. GOWD VOL 1844
PAGE E03

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Plat Book: 3 Pages: 11 Thru 13

AMENDED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
BRANFORD VILLAGE CONDOMINIUM

(Original filed August 6, 1974, D.B. 3426,
Page 141).

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FRANKLIN COUNTY, OHIO

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BRANFORD VILLAGE CONDOMINIUM

WHEREAS, PRO-VEST, an Ohio general partnership, hereinafter referred to as "Grantor," is the owner of the fee simple title to the property (hereinafter referred to as "Property") described in "Exhibit "A", which is attached hereto and made a part hereof; and,

WHEREAS, Grantor is also the owner of the fee simple title to certain other real property together with all buildings and other improvements located thereon (hereinafter collectively referred to as "Phase 2" and "Phase 3") which is more fully described in Exhibit A-1 and A-2 which is attached hereto and made a part hereof; and

WHEREAS, Grantor desires to now submit the Property, together with all buildings and other improvements located thereon to the provisions of Chapter 5311, Ohio Revised Code for condominium ownership; and

WHEREAS, Grantor anticipates submitting Phase 2 and Phase 3 to the provisions of said Chapter 5311 at some future date and, therefore, intends to create an expandable condominium thereby.

NOW, THEREFORE, Grantor Hereby Declares:

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

(a) Assessment. That portion of the common expenses which is to be paid by each unit owner.

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

(c) Board of Managers. Individuals elected by the members of the Association to manage the Association.

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(d) Buildings. Residential structures, carports and other facilities located on the Property.

(e) Bylaws. Bylaws of the Association which are attached hereto as Exhibit "B" and made a part hereof.

(f) Carports. Carports are those covered parking areas located on the property.

(g) Chapter 5311. That portion of the Ohio Revised Code, as the same may be amended or supplemented from time to time, which governs condominium ownership of real estate in Ohio.

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

(i) Common Expenses. Those expenses designated as common expenses in Chapter 5311, this Declaration or any of the other condominium documents, including, without limitation, the following:

- (i) Expenses of maintenance, management, operation, repair and replacement of the common areas and facilities and those parts of the units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;
- (ii) Expenses of management and administration of the Association, including, but not limited to, the compensation paid by the Association to a managing agent, accountants, attorneys and employees;
- (iii) All sums lawfully assessed against the unit owners by the Association and such other expenses determined, from time to time, to be common expenses by the Association.

(j) Condominium Documents. This Declaration and the exhibits annexed hereto as the same may from time to time may be amended shall constitute the condominium documents. Said exhibits are as follows:

- (i) Legal description of the property (Exhibit A);
- (ii) Legal description of Phase 2 (Exhibit A-1);
- (iii) Legal description of Phase 3 (Exhibit A-2);
- (iv) Bylaws of the Association (Exhibit B);
- (v) Drawings (Exhibit C, C-1 and C-2);
- (vi) Articles of Incorporation of the Association (Exhibit D).

(k) Condominium Property. The property described in Exhibit "A" and all building and other improvements thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon, if any, for the common use of the unit owners.

(l) Declaration. This instrument and the exhibits A-D inclusive, attached hereto.

(m) Grantor. Pro-Vest, an Ohio general partnership, its successors and assigns.

(n) Drawings. The plans (attached hereto as Exhibit C) to be filed with the Franklin County, Ohio Recorder's Office, prepared and certified by:

Burgess & Niple Limited
2015 West Fifth Avenue
Columbus, Ohio 43212

(o) Limited Common Areas and Facilities. Those parts of the common areas and facilities reserved for the use of a certain unit or units to the exclusion of all other units all as more specifically described in the drawings (Exhibit C).

(p) Occupant. A person or persons, natural or artificial, in possession of a unit but not necessarily a unit owner.

(q) Ownership Interest. Fee simple title interest in a unit and its undivided percentage interest in the common areas and facilities appertaining thereto as hereinafter set forth.

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

(s) Power of Attorney. A designated item in this Condominium Declaration authorizing and empowering grantors to amend the Articles of Declaration for the purpose of expanding the condominium property and including Phases 2 and 3 as a part of the whole.

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

(u) Unit Owner. Any person or persons, natural or artificial, owning the fee simple estate in a unit and said unit's undivided percentage interest in the common areas and facilities appertaining thereto.

2. DECLARATION AND SUBMISSION. Grantor does hereby declare and state that the Condominium Property is submitted to condominium ownership, pursuant to Chapter 5311, Ohio Revised Code, and the provisions of said Chapter are hereby incorporated by reference and included herein and Grantor does herewith file for record this Declaration of Condominium and all exhibits attached hereto.

The legal description of Phase 2 & Phase 3, which may hereafter be submitted under this Declaration and become a part of the condominium property is contained in Exhibits "A-1" and "A-2" attached hereto.

3. NAME. The condominium property shall be known as "BRANFORD VILLAGE CONDOMINIUM."

4. GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY. The condominium property consists of the Property and all buildings and other improvements located thereon including, without limitation,

two (2) residential four family structures and four (4) residential five family structures containing, in total, 28 units, some of which may have detached carports and patios, all easements, rights and appurtenances belonging thereto and all articles of personal property, if any, existing thereon for the common use of the unit owners. Among other things, the table contained in Article 6 herein indicates the designation and number of each building and the number of units within each building. The principal materials of which the buildings are constructed are wood and concrete block, with the exterior walls consisting of wood siding and the exterior roof coverings being wood shingles. The location, layout and dimensions of the units and the common areas and facilities are shown graphically on the drawings (Exhibits C, C-1, & C-2).

5. DESCRIPTION OF UNITS. Each unit shall constitute a single freehold estate and shall consist of all of the space bounded by the undecorated interior surfaces (whether plaster, dry wall, wood, concrete or other materials) of the perimeter walls, windows and doors, and up to the roof sheathing of such unit, projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions, as may be necessary to form a complete enclosure of space with respect to such unit, and including, without limitation, together with the decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile and any other finishing material applied to interior walls, doors, floors and ceilings and interior surfaces of perimeter walls, windows, doors, floors and ceilings.

The table contained in Article 6 herein, contains, among other things, the number of square feet within the living area, the number of stories, the percentage of interest in the common areas and facilities, the number of rooms and the number of baths. Grantor or its assigns shall pay its proportionate share of the expenses for the management, maintenance, repair, replacement, alteration and improvement of the common areas and facilities on the basis of its retained interest in the common areas and facilities.

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6. COMMON AREAS AND FACILITIES.

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

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

The following table (Table 1) indicates the percentage of interest in the common areas and facilities of each unit, as determined by Grantor in accordance with the provisions of Chapter 5311.

TABLE 1

<u>Building No.</u>	<u>Unit No.</u>	<u>Percentage of Interest in Common Areas and Facilities</u>	<u>Approximate Living Area Exclusive of Patio (Square Feet)</u>
11	A	1.388	1080
	B	1.388	1080
	C	1.388	1080
	D	1.388	1080
10	A	1.388	1080
	B	1.388	1080
	C	1.388	1080
	D.	1.388	1080
	E.	1.388	1080
12	A	1.388	1080
	B	1.388	1080
	C	1.388	1080
	D	1.388	1080
	E.	1.388	1080
13.	A	1.388	1080
	B	1.388	1080
	C	1.388	1080
	D	1.388	1080
	E	1.388	1080
14	A	1.388	1080
	B	1.388	1080
	C	1.388	1080
	D	1.388	1080

Building No.	Unit No.	Percentage of Interest in Common Areas and Facilities	Approximate Living Area Exclusive of Patio Square Feet)
15	A	1.388	1080
	B	1.388	1080
	C	1.388	1080
	D	1.388	1080
	E	1.388	1080

The following table (Table II) indicates the number of stories, number of rooms exclusive of baths and number of baths for each unit.

TABLE II				
Building No.	Unit No.	Stories	Number of Rooms Exclusive of Baths	Number of Baths
11	A	2	5	1-1/2
	B	2	5	1-1/2
	C	2	5	1-1/2
	D	2	5	1-1/2
10	A	2	5	1-1/2
	B	2	5	1-1/2
	C	2	5	1-1/2
	D	2	5	1-1/2
	E	2	5	1-1/2
12	A	2	5	1-1/2
	B	2	5	1-1/2
	C	2	5	1-1/2
	D	2	5	1-1/2
	E	2	5	1-1/2
13	A	2	5	1-1/2
	B	2	5	1-1/2
	C	2	5	1-1/2
	D	2	5	1-1/2
	E	2	5	1-1/2
14	A	2	5	1-1/2
	B	2	5	1-1/2
	C	2	5	1-1/2
	D	2	5	1-1/2
15	A	2	5	1-1/2
	B	2	5	1-1/2
	C	2	5	1-1/2
	D	2	5	1-1/2
	E	2	5	1-1/2

The undivided percentage interests of the unit owners in the common areas and facilities and the fee title to the respective units shall not be separated or separately conveyed, encumbered, inherited or divided, and each undivided interest shall be deemed to be

conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such unit.

C. Carport Ownership. On or after the date of sale of a unit grantor may sell a carport to said unit owner and once sold as a part of the unit will remain an undivided part of the condominium unit and any resale of the unit shall also include the carport assigned to that unit. When all sales of all three (3) phases of the condominium property has been completed, any carport not sold shall become the property of the association and the association may sell or lease a carport to a unit owner. When a carport is sold to a unit owner it shall become attached to that unit and will remain a part of the unit as set forth herein.

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

E. Use of Limited Common Areas and Facilities. Each unit owner is hereby granted an exclusive and irrevocable license to use and occupy the limited common areas and facilities located within the bounds of his unit or which serve only his unit. The limited common areas and facilities with respect to each unit shall consist of:

- (i) All interior walls, doors, floors and ceilings located within the bounds of such unit, excluding the structural component parts thereof;
- (ii) All glass and screens within windows and doors located within the perimeter walls of such unit;
- (iii) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating and airconditioning systems and control devices, located within the bounds of such unit or which serve only such unit;
- (iv) All gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such unit or which serve only such unit;

- (v) Patios, stoops, courtyards and other appurtenant improvements, which serve only such unit; and
- (vi) Carports and/or parking spaces which shall serve only the unit and which are identified with such unit; all remaining parking spaces shall be part of the common areas and facilities and shall be subject to the mutual use of all units, subject, however, to the Bylaws or Rules of the Association;
- (vii) All other common areas and facilities which serve only such unit.

7. UNIT OWNERS' ASSOCIATION.

A. Membership. Grantor shall forthwith cause to be formed an Ohio Corporation, not for profit, to be called "Branford Village Condominium Unit Owners' Association" which shall administer the condominium property subject to the provisions of Section A of Article 8 hereof. Each unit owner, upon acquisition of an ownership interest in a unit within the condominium property shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition of his ownership interest, at which time the new owner of such ownership interest shall automatically become a member of the Association.

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

The Grantor, its successors and assigns shall have the right to elect or appoint a majority of the Board of the Association until December 31, 1976 or until ninety percent (90%) of all 72 units

are sold and closed, whichever is later. In the event that there shall be a vacancy in the office of any Board member appointed by the Grantor, at any time, then the provisions of the Bylaws to the contrary notwithstanding, the successor or substitute Board member shall be appointed or elected by the Grantor. During such time as the Grantor shall have, under the terms of this Section, the right to appoint or elect a majority of said Board, Grantor shall not vote its memberships in the election of the balance of the Board, i.e., the minority thereof. Said minority of the Board shall be elected by the members of the Association excluding, however, those of the Grantor. The Grantor's presence shall, however, be included for the purpose of determining a quorum at any meeting of the members at which the election of Board members takes place. The Grantor shall, at the first annual meeting of members, advise the chairman of the annual meeting of the persons whom it desires to have appointed or elected as Board members, not exceeding a majority of the whole Board of Managers, and such persons shall be deemed elected Board Managers of the Association. The Board members appointed or elected by the Grantor hereunder need not be members of the Condominium Association, provisions of the Bylaws to the contrary notwithstanding, and need not be partners of the Grantor, but may be any adult person, competent to contract under the laws of the State of Ohio.

C. Administration of Condominium Property. The administration of the condominium property shall be in accordance with the provisions of this Declaration, the Bylaws, and the Rules. Each unit owner and occupant shall comply with the provisions of this Declaration, the Bylaws, the Rules and the decisions and resolutions of the Association or its representative(s) as lawfully amended from time to time, and failure to comply with any such

provisions, decisions or resolutions shall be grounds for an action for damages or for injunctive relief.

D. Service of Process. Until such time as the president of the Association is elected, the person to receive service of process for the Association is Willard Dobbs, Attorney-at-Law, 1180 South High Street, Columbus, Ohio 43215. Thereafter, the president of the Association shall be the person designated to receive service of process for the Association, and such designation shall be further evidenced by the filing with the Secretary of State of Ohio of the appropriate form for the appointment of a statutory agent of an Ohio corporation not for profit.

B. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS.

A. Responsibility of the Association. Except as otherwise expressly provided in Article 12 hereof, or the Bylaws, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the common areas and facilities, excluding the limited common areas and facilities. The Association may delegate all or any portion of its authority to discharge such responsibility to a managing agent. Such delegation to a managing agent may be evidenced by one or more management contracts, no one of which shall exceed five (5) years in duration, which shall provide for the payment of reasonable compensation to said managing agent as a common expense. Upon the expiration of the initial term of any such management contract, the Association may renew such contract, from time to time, for successive periods, no one of which shall exceed five (5) years in duration, or enter into a new management contract for an additional period not to exceed five (5) years, or designate a different managing agent. Anything herein to the contrary not-

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withstanding, Grantor (or Grantor's nominee) shall be employed as the managing agent for the period ending five (5) years after the date this Declaration is filed for record. The managing agent, or the Association, if there is no managing agent, shall have the authority to enter into agreements with Grantor or one or more other firms or corporations, affiliated with Grantor, for the common management, maintenance and repair of the condominium property and/or other developments of Grantor or its affiliates. Without intending to limit the generality of the foregoing, such agreements may provide for the allocation of expenses, purchase of equipment and supplies and joint sharing of employees and management overhead.

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

- (i) Except as otherwise expressly provided in Article 12 hereof, to maintain, repair and replace, at his expense, all portions of his unit and all limited common areas and facilities, designated for his unit's use; provided, however, structural maintenance and repairs to carports (which are defined as limited common areas and facilities) shall be the responsibility of the Association, unless the need for such maintenance and repair is caused by the unit owner, in which case he shall be responsible.
- (ii) To perform his responsibilities in such manner so as not to unreasonably disturb other unit owners and occupants;
- (iii) To pay all costs for utility services furnished to his unit or to the limited common areas and facilities designated for his unit's use;
- (iv) Not to paint or otherwise decorate or change the appearance of any portion of the buildings not within the bounds of his unit, unless the prior written consent of the Association is obtained;
- (v) To promptly report to the Board of Managers or managing agent employed by the Association the need for any maintenance or repair to any portion of the condominium property which the Association is obligated to maintain or repair pursuant to the Declaration, Bylaws or Rules.

- (vi) Not to make any alterations in the common areas and facilities or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness thereof, except as hereinafter provided in Article 12, without the prior written consent of the Association.
- (vii) Not to impair the use and enjoyment of the easements hereinafter provided in Article 10, without first obtaining the written consent of the Association and of any other person, firm or corporation for whose benefit such easements exist; and
- (viii) To observe, fulfill and perform all other obligations of a unit owner as set forth in this Declaration or the Bylaws or the Rules.

C. Rights of the Association. Notwithstanding anything to the contrary contained herein, in the event the Association deems it necessary and desirable to maintain, replace, repair or decorate any part or parts of the limited common areas and facilities, whether due to the failure on the part of the unit owner or due to the desire on the part of the Association (for the good of all unit owners), then, and in that event, the Association shall have the right to perform such maintenance, replacement, repair or decoration and charge the particular unit owner with the expense thereof. Such expense shall be in addition to the common expenses, as elsewhere defined herein, and shall be subject to the lien provisions as elsewhere contained herein.

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

or unit owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

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

9. COMMON EXPENSES AND ASSESSMENTS.

A. Division of Common Profits and Common Expenses. The common profits of the condominium property shall be distributed among, and the common expenses shall be assessed against, the unit owners by the Association according to the percentages of interest(s) in the common areas and facilities owned by each unit owner. Every unit owner shall pay his proportionate share of assessments for common expenses and any special assessments levied against him, and no unit owner shall exempt himself from liability for such assessments by waiver of the use or enjoyment of the common areas and facilities or by the abandonment of his unit or otherwise.

B. Lien of Association. The Association shall have the right to a lien upon each unit owner's ownership interest for the payment of all assessments levied by the Association against such unit which remain unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor is filed with the County Recorder's Office of Franklin County, Ohio,

pursuant to authorization given by the Board. Such certificate shall contain a description of the unit, the name or names of the unit owner or owners thereof and the amount of such unpaid portions of the assessments and shall be subscribed by the president of the Association. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the manner provided by law or discharged by the final judgment or order of a court in an action brought to discharge all or any portion of such lien as hereinafter provided in Section D of this Article 9. In addition, each unit owner shall be personally liable for all assessments levied by the Association against his unit during the period he has an ownership interest therein, and any assessment not paid within ten (10) days after the same shall become due and payable shall bear interest at the maximum rate allowed by law until such time as the same has been paid in full.

C. Priority of Association's Lien. The lien provided for in Section B of this Article 9 shall take priority over any lien or encumbrance previously or subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the president thereof pursuant to authority granted to him by the Board. In any such foreclosure action, the unit owner or the unit affected shall be required to pay a reasonable rental for such unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become the purchaser at the foreclosure sale.

D. Dispute as to Common Expenses. Any unit owner who believes that the assessments levied by the Association against him or his unit, for which a certificate of lien has been filed by the Association, have been improperly determined may bring an action in the Court of Common Pleas, Franklin County, Ohio, for the discharge of all or any portion of such lien.

E. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgagee of a first mortgage of record acquires an ownership interest in a unit as a result of foreclosure of the first mortgage or of the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be personally liable for the assessments levied against such unit which were levied prior to the acquisition of said mortgagee's ownership interest in such unit. Such assessments shall be a lien, however, and shall be paid out of the monies received at the foreclosure sale, if applicable. To the extent such assessments are not paid, however, they shall be deemed to be common expenses and shall be levied against all of the unit owners at the time of the first assessment next following the acquisition of title by such mortgagees(s).

F. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of an ownership interest in a unit, other than by a deed in lieu of foreclosure, the grantee of the ownership interest shall be jointly and severally liable with the grantor (transferor) for all unpaid assessments levied by the Association against such unit prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from said grantor (transferor) the amounts paid by the grantee therefor. However, such prospective grantee shall, upon written request, be entitled to a statement from the Board setting forth the amount of all unpaid assess-

ments due the Association with respect to the ownership interest to be conveyed, and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request if the same were not set forth in such statement.

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

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

B. Maintenance and Access Easements. Easements in favor of the Association over and through the units and limited common areas and facilities for access as may be necessary for the purpose of maintaining the common areas and facilities and easements in favor of each unit owner over the common areas and facilities for access to his unit. Easements in favor of each unit owner to and through the common areas and facilities as may be necessary for the use of water, gas, sewer, power and other utilities now or hereafter existing within the walls and for the use of Warner Cable community cable television, subject to the provisions of Article 11 hereof, on the roofs and in and on the other common areas and facilities. Easements in favor of each unit owner to hang pictures, mirrors and the like upon the walls of his unit. Additionally, until such time as Phase 2 and Phase 3 are declared, reciprocal easements shall exist over the roads and parking areas which enter the Property and lie along the perimeter of the Property and Phase 2 and Phase 3 (see Drawings) in favor of Grantor and Grantor's tenants (and their guests and invitees) now or hereafter residing in apartment located on Phase 2 and Phase 3 and the Association and individual unit owners and occupants (and their guests and invitees) for ingress and egress to the Property and to Phase 2 and Phase 3 and temporary parking (except where said parking is specifically reserved).

C. Utility Easements. Easements in favor of the Association through the units and the limited common areas and facilities for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the units.

D. Open Area Easements. Easements in favor of unit owners and guests and invitees of unit owners for walkways, picnic areas and other open areas, all of which are specifically located and indicated on the drawings. No fence or other obstruction shall be maintained or erected within these areas. The Association is charged with the responsibility and obligation of maintaining these areas, notwithstanding the fact that persons other than unit owners,

as well as unit owners, may use such facilities. Further, until such time as Phase 2 and Phase 3 are declared, easements are hereby granted to Grantor and Grantor's tenants (and their guests and invitees) now or hereafter residing in apartments located in Phase 2 and Phase 3 over and through the common areas for ingress and egress to the recreation areas located on the Property. The purpose of this grant is to enable said tenants (and their guests and invitees) of Phase 2 and Phase 3 to use the pool, clubhouse and laundry facilities (see Drawings) to the same extent as though they were unit owners subject, however, to the rules and regulations of the Association.

Each grantee of a unit and each mortgagee in whose favor a mortgage with respect to any unit is granted shall be subject to and have the benefit of, as the case may be, each of the easements herein provided (in Sections A-D inclusive) in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage, as the case may be, notwithstanding the omission from such deed of conveyance or mortgage, as the case may be, of reference to such easements.

11. PURPOSE OF PROPERTY - COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY OF PROPERTY.

The following covenants and restrictions as to the use and occupancy of the condominium property shall run with the land and shall inure to the benefit of and be binding upon each unit owner and occupant and their respective heirs, devisees, administrators, executors, personal representatives, successors and assigns.

A. Purpose of Property. The condominium property shall be used for single family residential purposes and common recreational purposes auxillary thereto and for no other purposes. A unit owner or occupant may use a portion of his unit for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other unit owner or occupant and further provided that such activities shall

not involve the personal services of any unit owner or occupant to a customer, client or other person who comes to the condominium property unless said services shall have previously received written approval and authorization of the Association.

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

C. Hazardous Uses and Waste. Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the common areas and facilities, or contents thereof without the prior written consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in the cancellation of insurance on the common areas and facilities or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas and facilities.

D. Exterior Surfaces of Buildings. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the buildings and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any of the buildings, without the prior consent of the Association, other than as originally provided by the Grantor hereunder.

E. Animals and Pets. No animals shall be raised, bred or kept in any unit or in the common areas and facilities, except that dogs, cats or other household pets may be kept in the units, subject to the Rules and any other agreements, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property within seven (7) days after receipt of written notice from the Board.

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

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

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

I. Lounging or Storage in Common Areas and Facilities. There shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common areas and facilities not within the bounds of a unit except as provided by the Rules and except that patios, carports, and parking areas may be used for their intended purposes, including the prohibited uses specified above, where applicable and appropriate.

J. Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted on any part of the condominium property except as provided in Section A of this Article 11, nor shall any "For Sale" or "For Rent" signs or other displays or advertising be maintained or permitted on any part of the condominium property, except that (i) the right is reserved by Grantor to place "For Sale" or "For Rent" signs on any unsold or unoccupied units, and (ii)

the right is hereby given the Association or its representatives (including a managing agent) to place "For Sale" or "For Rent" signs on any unit or on the condominium property, for the purposes of facilitating the disposal of units by any unit owner, mortgagee or the Association.

K. Alteration of Common Areas and Facilities. Nothing shall be altered, constructed in, removed from or added to the common areas and facilities, except as hereinafter provided in Article 12, without the prior written consent of the Association, nor shall anything be done which would or might jeopardize or impair the safety or soundness of the common areas and facilities.

L. Rental of Units. No unit shall be rented by the unit owner for transient purposes, which shall be defined as rental for any period less than thirty (30) days. Other than the foregoing restrictions, unit owners shall have the right to lease their respective units, provided that said lease is made subject to the covenants and restrictions in this Declaration, the Bylaws, and Rules and shall, further, have the written approval of the Board.

12. INSURANCE AND RECONSTRUCTION.

A. Insurance. The insurance which shall be carried upon the condominium property shall be governed by the following provisions:

- (i) All insurable improvements comprising the condominium property and all personal property as may be owned by the Association shall be insured by the Association in an amount equal to the full insurable replacement value thereof, exclusive of excavation and foundations. Such coverage shall afford protection against the following:
 - (a) Loss or damage by fire and other hazards covered by standard extended coverage endorsement; and

- (b) Such other risks as from time to time customarily shall be covered with respect to buildings similar to the buildings in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, subject, however, to such deductible amounts not in excess of One Thousand Dollars (\$1,000.00) as the Board shall determine.
- (ii) The policy or policies providing such coverage (hereinafter called "casualty insurance") shall provide that notwithstanding any provision thereof which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the case of removal of the condominium property from the provisions of Chapter 5311 as provided for in this Declaration and shall further provide that the coverage thereof shall not be terminated for non-payment of premiums without at least ten (10) days' prior written notice to each unit mortgagee. All casualty insurance policies shall be purchased by the Association for the benefit of the Grantor, the Association, the unit owners and their respective mortgagees, as their interests may appear, and shall provide for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the units, if any. Such casualty insurance policies and any endorsements thereto shall be deposited with the Association. All casualty insurance policies shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association.
- (iii) The Association shall insure itself, the members of the Board, the unit owners and the occupants against liability for personal injury, or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the common areas and facilities, including, without limitation, legal liability, hired automobile and non-owner automobile, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.
- (iv) Premiums upon insurance policies purchased by the Association shall be paid by the Association at least

thirty (30) days prior to the expiration date of such policies and shall be assessed as common expenses.

- (v) Each unit owner may, at his own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of his unit and casualty insurance affording coverage upon his personal property inasmuch as the same will not be insured by the Association.
- (vi) If any applicable insurance policy is not invalidated by such release, each of the unit owners, occupants, the Association, the managing agent, the Grantor and any affiliates of the Grantor hereby release each and all of the unit owners, occupants, the Association, the managing agent, the Grantor and any affiliates of the Grantor of and from any liability for damage to or destruction of any part of the condominium property or any personal property situated thereon to the extent that the owner (or owners) of the damaged or destroyed property is (or are) compensated by insurance as a result of such damage or destruction.

B. Responsibility for Reconstruction or Repair.

- (i) If any portion of the common areas and facilities shall be damaged by perils covered by the casualty insurance, described above, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the insurance funds made available to the Association, as hereinafter provided, and any such reconstruction or repair shall be substantially in accordance with the Drawings, provided, however, if such damage renders one-half or more of the units then comprised within the condominium property untenable, the unit owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment. Upon such election, all of the condominium property shall be subject to (a) an action for sale or (b) a sale of the condominium property by agreement of all unit owners, and the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all unit owners in proportion to their respective percentages of interest in the common areas and facilities. No unit owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his unit have been paid, released or discharged.
- (ii) Each unit owner shall be responsible for reconstruction and repair of his unit after casualty.

C. Procedure for Reconstruction or Repair where Reconstruction or Repair is Certain.

- (i) Immediately after a casualty causing damage to any portion of the common areas and facilities, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs shall include all professional fees, premiums for such bonds and such other reasonable charges and expenses as the Board may deem necessary.
- (ii) If the proceeds of the casualty insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees, premiums, charges, and expenses, if any) one or more special assessments shall be made against all unit owners in sufficient amounts to provide funds for the payment of the balance of such costs.
- (iii) The proceeds of the casualty insurance referred in Paragraph (i) of Section A of this Article 12 and the sums deposited with the Association from collections of special assessments against unit owners on account of such casualty, shall constitute a reconstruction fund which shall be disbursed and be applied by the Association to the payment of the costs of reconstruction and repair of the common areas and facilities from time to time as the work progresses, but not more frequently than once in any calendar month. The Association shall make such payments upon the written request of the general contractor carrying forward said restoration and repairs, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the general contractor and by the architect in charge of the work, if any, who shall be selected by the Association, setting forth (1) that the sum then requested either has been paid by the general contractor or is justly due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials so furnished, and that the sum requested does not exceed the value of the services and materials described in the certificate, (2) that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien arising from such work, and (3) that the cost as estimated by the person signing

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such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction funds remaining in the hands of the Association after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be retained by the Association as a part of its fund for common expenses.

- (iv) Each unit owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under the casualty insurance policies referred to in Paragraph (i) of Section A of this Article 12.

13. REHABILITATION OF EXISTING BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS.

The Association may, by the affirmative vote of unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power thereof, determine that the condominium property is obsolete in whole or in part, and elect to have the same rehabilitated. The Board shall thereupon proceed with such rehabilitation and the cost thereof shall be a common expense. Any unit owner who does not vote for such rehabilitation may elect, in a writing served by him on the president of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his ownership interest, less (i) the amount of any liens and encumbrances on his unit as of the date such vote is taken and (ii) the amount of any liens and encumbrances arising out of actions of said unit owner which liens and encumbrances are filed during the period from the date of such vote to the date of conveyance, in return for a conveyance of his ownership interest, subject to such liens and encumbrances, to the president of the Association as trustee for all other unit owners. In the event of such election by a unit owner to receive the fair market value of

his ownership interest, such conveyance and payment of the consideration therefor, which shall be a common expense to the unit owners who have elected to rehabilitate, shall be made within thirty (30) days after said unit owner's election, and, if such unit owner and a majority of the Board cannot agree upon the fair market value of such unit, such determination shall be made by majority vote of three appraisers, one of which shall be appointed by the Board, one of which shall be appointed by such unit owner, and the third of which shall be appointed by the first two appraisers.

14. REMOVAL FROM CONDOMINIUM OWNERSHIP. The unit owners, by unanimous vote, may elect to remove the condominium property from the provisions of Chapter 5311, at any time subsequent to August 1, 1979. Prior to that date, no such removal shall be permitted. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the condominium property, shall be paid, released or discharged and a certificate setting forth that such election was made shall be filed with the Recorder's Office of Franklin County, Ohio, and by him recorded. Such certificate shall be prepared in duplicate and shall be signed by the president of the Association, who shall certify therein under oath that all liens and encumbrances except taxes and assessments then due and payable, upon all or any part of the common areas and facilities have been paid, released or discharged, and shall also be signed by the unit owners, each of whom shall certify therein under oath that all such liens and encumbrances on his unit or units or portions thereof have been paid, released or discharged.

15. AMENDMENT OF DECLARATION. This Declaration of Condominium may be modified and amended by the consent of not less than

seventy-five percent (75%) of the unit owners. A certificate setting forth such alteration and amendment and the manner of its adoption shall be executed by the president or a vice president and by the secretary or an assistant secretary of the Association in the manner provided for the execution of declarations by Section 5311.05 of the Ohio Revised Code. One copy each of such certificate shall be filed with each the Auditor's Office and Recorder's Office of Franklin County, Ohio and such alteration or amendment shall be effective from the time a copy of such certificate is delivered to said Recorder for record. Provided, however, any amendment altering the percentage of interest in the common areas and facilities shall require the unanimous approval of all unit owners affected. No amendment shall have any effect, however, upon Grantor, the rights of Grantor under this Declaration or upon the rights of bona fide mortgagees until the written consent of Grantor and/or such mortgagees to such amendment has been secured. Such consent shall be retained by the secretary of the Association or the Grantor, as the case may be, and his certification in the instrument of amendment as to the consent or non-consent of Grantor and the names of the consenting and non-consenting mortgagees of the various units may be relied upon by all persons for all purposes.

Notwithstanding anything to the contrary contained in this Article 15, grantor shall have the right to amend to include Phase 2 and/or Phase 3, and until Phase 2 and Phase 3 are declared and included in the condominium property or three (3) years from the date this Declaration is filed for record (i.e., declared), whichever occurs first, this Declaration can be amended only by Grantor in the manner provided in Article 18 herein. A certificate setting forth an amendment to this Declaration by the Grantor shall be executed by the duly authorized representatives of Grantor in the same manner as was this Declaration.

16. REMEDIES FOR BREACH OF COVENANTS AND RULES.

A. Abatement and Enjoinment. If any unit owner (either by his own conduct or by the conduct of any occupant of his unit) shall violate any of the Rules or breach any covenant or provision contained in this Declaration or in the Bylaws, the Association shall have the right, in addition to the rights hereinafter set forth in this Article 16 and those provided by law to (i) enter any unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of such unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration or of the Bylaws, or of the Rules, and the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass or to (ii) enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. The holder of a mortgage on any unit shall be entitled to written notice from the Association of any default by the owner of said unit in the performance of said unit owner's obligations under the Declaration, Bylaws, Rules or Regulations if said default is not cured within thirty (30) days after notice from the Association to said unit owner of said default.

B. Right of First Refusal. If any unit owner (either by his own conduct or by the conduct of any occupant of his unit) shall violate any of the covenants or provisions contained in this Declaration or in the Bylaws or in the Rules, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, the Association shall have the right, upon the giving of at least ten (10) days' prior written notice, to terminate the rights of such unit owner or occupant to continue as a unit owner or occupant and to continue to occupy, use or control his unit. Thereupon, a legal action may be filed

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by the Association against such unit owner or occupant for a decree of mandatory injunction against said unit owner or occupant, or for a decree declaring the termination of the right of such unit owner or occupant to occupy, use or control the unit owned or occupied by him and ordering that all the right, title and interest of the unit owner or occupant in his ownership interest (or interest therein) shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court may be requested to enjoin and restrain such unit owner or occupant from reacquiring his ownership interest at such judicial sale. The Association, however, may acquire said ownership interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, receivers' fees, reasonable attorneys' fees and all other expenses of said proceedings, and all such items shall be taxed against such unit owner or occupant in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association and any liens required to be discharged including the lien of any mortgage shall be paid to the unit owner or occupant. Upon the confirmation of such sale, the purchaser thereat shall, subject to the rights and privileges of the Association, provided in Article 17 hereof, thereupon be entitled to a conveyance of the ownership interest (or interest therein) and to immediate possession of the unit so conveyed, and may apply to the court for a writ for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such ownership interest (or interest therein) subject to this Declaration and the exhibits attached hereto.

17. SALE, LEASING OR OTHER ALIENATION.

A. Sale or Lease. Any unit owner, other than the Grantor, who wishes to sell or lease his ownership interest (or any in-

terest therein) or any lessee of any ownership interest wishing to assign or sublease such leasehold interest, to any person shall give to the Board, not less than thirty (30) days prior to the date of the proposed sale or lease, written notice of the terms of such proposed sale or lease, together with his name and address, the unit of which he is the owner or lessee and which is to be the subject matter of the proposed sale or lease, the name and address of the proposed purchaser or lessee, the amount deemed by him to constitute the fair market value of such ownership or leasehold interest, and the Board, acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such ownership interest (or interest therein) upon the same terms as set forth in said notice, which option shall expire thirty (30) days after the date of receipt by it of such notice from such unit owner; provided, however, that if the proposed purchase or lease shall be for a consideration which the Board does not deem to reflect the fair market value of such ownership interest (or interest therein), the Board may, within ten (10) days after the service of such written notice by the unit owner, so notify the unit owner in writing and specify a different amount as the fair market value of said ownership interest (or interest therein). The fair market value of the ownership interest therein involved shall be deemed to be the amount specified by the Board, unless either (a) the Board and the unit owner at any time within twenty (20) days after the service of the notice by the unit owner upon the Board agree upon a different amount or (b) either the unit owner or the Board, within said twenty (20) day period (but not thereafter) serves a written notice on the other that he or it desires that the determination of such fair market value shall be made by a board of appraisers, in which case such determination shall be made by the majority vote of a board of three appraisers, one of whom shall be appointed by the Board, the second of whom shall be appointed by the unit owner (both such appointments to be made within five [5] days after the receipt of the notice given pursuant to [b] above), and the third of whom shall be appointed

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by the first two appraisers so selected within five (5) days after the last of their respective appointments. Upon such determination said appraisers shall promptly give written notice thereof to the unit owner and the Board. The Board's option to purchase or otherwise acquire said ownership interest (or interest therein) shall never be predicated on race, color or national origin and shall expire fifteen (15) days after the date the fair market value thereof is determined as aforesaid. If said option is not exercised by the Board within the aforesaid option period, the owner or lessee may, upon the expiration of said option, contract to sell or lease (or sublease or assign) such ownership interest (or such interest therein) to the proposed purchaser or lessee named in the original notice upon the terms specified therein and said purchaser or lessee shall be subject to the terms and conditions of this Declaration and the Bylaws and Rules. Anything herein to the contrary notwithstanding, no unit shall be leased to any transient tenant and no lease of any unit shall be for less than ninety (90) days.

B. Gifts. The foregoing rights in Section A in favor of the Association shall be inapplicable to bona fide gifts to a spouse, brother, sister, parent or child of the unit owner or by way of devise or inheritance.

C. Involuntary Sale or Transfer.

- (i) Further, the foregoing rights in Section A in favor of the Association shall be inapplicable to judicial sales or execution sales resulting from a mortgage foreclosure action where the mortgagee shall come into possession of said unit or where the holder of a mortgage on a unit shall come into possession thereof either by accepting a deed (or assignment) in lieu of foreclosure or by exercising its other remedies available under the terms of the mortgage.
- (ii) In the event any ownership interest (or interest therein) is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give to the Board, not less than thirty (30) days prior to the date such person intends to take possession, written notice of such intention together with his name and address, a description

of the unit to be purchased, and the purchase price therefore, whereupon the members of the Board, acting on behalf of consenting unit owners as hereinafter provided, shall have the first right and option to purchase such ownership interest (or interest therein) at the same price for which it was sold at such sale. If said option is not exercised by the Board within thirty (30) days after receipt of notice by it from said proposed purchaser, said option shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board shall be deemed to have exercised its option if it tenders to an escrow agent, selected by it, the required sum of money for the account of the purchaser within said thirty (30) day period.

- (iii) In the event any unit owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or deed of trust on or against his ownership interest (or interest therein), the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have, in addition to any right of subrogation resulting from such payment, a lien therefor against such ownership interest (or interest therein), which lien shall have the same force and effect and may be enforced in the same manner as a lien of the Association for unpaid common expenses.

D. Method of Exercise - Closing of Purchase. Except as otherwise provided herein, any option exercisable by the Board hereunder may be exercised within the respective option period by delivery by the Board of written notice of such exercise to the person or persons required to sell any ownership interest (or interest therein) to the Board in accordance with the provisions of this Article 17 and said option shall be deemed to have been exercised at the time of said delivery. Any purchase effected pursuant to the provisions of this Article 17 shall be made by the payment of the purchase price by the Board on behalf of the unit owners, in return for a conveyance of the ownership interest (or interest therein) to the president or secretary of the Association as trustee for all unit owners. Such conveyance and payment therefore shall be made within twenty (20) days after the exercise of any option by the Board as in this Article 17 provided.

E. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any ownership interest (or interest therein) unless it shall have been authorized to do so by the affirmative vote of unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association. The Board may bid and purchase at any sale of an ownership interest (or interest therein) which is held pursuant to an order or discretion of a court upon the prior authorization of the unit owners as aforesaid which authorization shall set forth a maximum price which the Board is authorized to bid and pay for said ownership interest (or interest therein).

F. Release, Waiver and Exceptions. The Grantor or any affiliate of Grantor may, so long as it is managing agent, or the Board may, or a majority of the members of the Board may, in writing, waive or release any of the options contained in this Article 17 and in such event the ownership interest (or interest therein) which is subject to an option set forth in this Article 17 may be sold, conveyed or leased as contemplated in that instance without the requirements of the other provisions of this Article 17 having been met. In addition, none of the options contained in this Article 17 shall be applicable to any sales, leases or subleases of any ownership interest with respect to which the Grantor is the grantor, lessor or sublessor, respectively or with respect to which the grantee, lessee or sublessee respectively, is procured by or through the Grantor (or its affiliate or nominee) for its own account or in its capacity as managing agent of the condominium property.

G. Evidence of Termination of Option. A certificate executed and acknowledged by an appropriate representative of the

Grantor, or its affiliate, if it is the managing agent, or of the Association stating that the provisions of this Article 17 as hereinabove set forth have been met by a unit owner, or have been duly waived or released by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the unit owners in favor of all persons who rely thereupon in good faith, and, upon request, such certificate shall be furnished by the Association to any person or persons who have in fact complied with the provisions of this Article 17 or with respect to whom the provisions of this Article 17 have been waived or released.

H. Financing of Purchase Under Option.

- (i) Acquisition of any ownership interest (or interest therein) under the provisions of this Article 17 shall be made from the reserve fund for contingencies and replacements and shall be made on behalf of and for the account of consenting unit owners. If said reserve is insufficient, the Association shall levy a special assessment against each consenting unit owner in the proportion which his percentage of interest in the common areas and facilities bears to the percentage of interest in the common areas and facilities of all consenting unit owners, which assessment shall become a lien and be enforceable as a lien for common expenses.
- (ii) The Board, in its discretion, may borrow money to finance the acquisition of any ownership interest (or interest therein) authorized by this Article 17, provided, however, that no financing may be secured by an encumbrance on or hypothecation of any portion of the condominium property other than the ownership interest (or interest therein) to be acquired.

I. Title to Acquired Interest. Ownership interests

acquired pursuant to the terms of this Article 17 shall be held of record in the name of the president or secretary of the Association as trustee for all consenting unit owners. Such holding shall be for the benefit of all the unit owners consenting to such acquisition. Said ownership interests (or interest therein) shall be sold or leased by the Board for the benefit of such unit owners. All net proceeds of any such sale or leasing shall be

deposited in the reserve fund and may thereafter be disbursed or credited at such time and in such manner as the Board may determine on behalf of and for the account of such consenting unit owners.

18. ADDITIONS TO CONDOMINIUM PROPERTY AND RESERVATION OF RIGHTS:

Grantor reserves the right to amend this Declaration, from time to time, for a period of five (5) years from the date it is filed for record, to add to and to include with the condominium property, all or any portion of Phase 2 and/or Phase 3 and to change the percentage of interest of each unit owner in the common areas and facilities established by this Declaration or any amendment thereto or amended Declaration.

Grantor covenants and agrees that all residential units located on Phase 2 and/or Phase 3 which it contemplates adding to the condominium property are comparable in appearance, design and quality to those which are subject to this Declaration.

For the benefit of Phase 2 and/or Phase 3, Grantor hereby reserves for itself and the occupants of residential units located on Phase 2 and/or Phase 3 the easements described in Section B and D of Article 10 herein. Provided, however, that the use of said easements shall not unreasonably interfere with the use and enjoyment of the condominium property.

Each unit owner, by acceptance of a deed conveying title to a unit, for himself, and all those claiming under him, including mortgagees:

- A. Irrevocably constitutes and appoints Grantor or its assigns acting through its duly authorized representatives or agents full power of attorney giving and granting unto his attorney full power to amend this Declaration by adding Phase 2 and/or Phase 3 to the condominium property and to determine and adjust the percentage of interest in the common areas and facilities appurtenant to such unit to the percentage which is the proportion that the fair value of such unit bears to the value of all units as of the date of such amendment, the power granted hereby being deemed to be coupled with an interest.

- B. Waives the right to contest the validity or legality, of any amendment to this Declaration which shall increase the number of units and the size of the common areas and facilities and adjust and reallocate the percentage of the undivided interest of the owner or owners of each unit, in the common areas and facilities, as set forth in such amendment, and agrees that the percentage of interest in the common areas and facilities, an undivided interest which is appurtenant to the unit of each owner, shall upon the recording of such amendment be automatically adjusted, by the partial divestment and release of a percentage of such interest and shall be further adjusted by the conveyance and allocation of an interest in Phase 2 and/or Phase 3, together with any improvements thereon, so that the interest of any unit owner, or of the holder of a mortgage on a unit, shall be in, and attached to, such unit owners percentage of interest, as amended.
- C. Agrees that this Declaration, and each amendment hereof, shall be deemed in all respects, in compliance with Section 5311.04(C) and Section 5311.05 of the Revised Code of Ohio and that for purpose of this Declaration and Section 5311.04(C), any changes in the respective percentages of interest of unit owners in the common areas and facilities, as set forth in any amendment of this Declaration, shall be deemed to be made by the agreement of all unit owners.
- D. Agrees that Phase 2 and/or Phase 3 described in an amendment hereof, shall be governed in all respects by the provisions of this Declaration.
- E. Agrees that the percentage of interest of each unit owner in the common areas and facilities following an amendment of this Declaration, as provided in this Article 18, shall be in the proportion that the value of the unit owned compares to the value of all units, determined by Grantor in such amendment.

The rights and interests of a holder of a deed to or a mortgage on any unit and the interest of such holder, in the common areas and facilities, shall be subject to the reservation by Grantor of the rights and interests set forth in this Article 18 which shall be deemed and construed to be appurtenant to and running with the land for a period of five (5) years from the date this Declaration is filed for record.

19. MISCELLANEOUS PROVISIONS.

A. Grantor's Rights Pending Sale of Units. Until such time as Grantor shall have consummated the sale of a sufficient number of ownership interests to entitle the unit owners, other than Grantor, to exercise a majority of the voting power in the Association and a meeting of the Association at which a Board is elected has been held, Grantor shall exercise the powers, duties, rights and functions of the Association and the Board, including, without limitation, the power to determine the amount of, and to levy assessments for common expenses, both special and regular.

B. Notices of Mortgages. Any unit owner who mortgages his ownership interest (or interest therein), shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagee(s) and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage(s).

C. Copies of Notices to Mortgage Lenders. Except as otherwise provided in this Declaration, upon written request to the Board, the holder of any duly recorded mortgage on any ownership interest (or interest therein) shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner or owners whose ownership interest (or interest therein) is subject to such mortgage.

D. Covenants Running With the Land. Each grantee of Grantor, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and

powers created or reserved by this Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. All impositions and obligations hereby imposed pursuant to this Section D shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

E. Termination. Upon the removal of the condominium property from the provisions of Chapter 5311, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any ownership interest (or interest therein) shall terminate and be of no further force or effect.

F. Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

G. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

H. Time Limits. If any of the privileges, covenants, or rights created by this Declaration shall be unlawful or void by reason of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only

until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States of America.

I. Liability. Neither Grantor, nor any subsidiary or affiliate of Grantor, nor any employee, agent, successor or assign of Grantor, or of any such subsidiary or affiliate of Grantor shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with the authority granted or delegated to them or any of them by or pursuant to this Declaration.

J. Service of Notices on the Board. Notices required to be given to the Board or the Association may be delivered to any two (2) members of the Board or to the president of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or such officer at his address as carried on the Association's records.

K. Headings. The headings to each Article, Section and Paragraph hereof are inserted only as a matter of convenience for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

L. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class residential condominium development.

IN WITNESS WHEREOF, the said PRO-VEST, an Ohio general partnership, has caused this instrument to be executed by all of its partners on this 30th day of Sept., 1974.

Signed and acknowledged
in the presence of:

Linda Harwood
James B. Dobbs

PRO-VEST, an Ohio general partnership

By: Willard Dobbs
(Authorized Signature)

By: Cliff Oaklander
(Authorized Signature)

(SIGNATURES CONTINUED ON PAGE 40)

SIGNATURES CONTINUED FROM PAGE 39

By: Alfred B. Jefferson
(Authorized Signature)

By: Walter A. Thomas
(Authorized Signature)

By: Robert A. Swartz
(Authorized Signature)

By: Francis E. Barnes
(Authorized Signature)

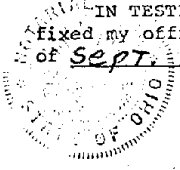
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STATE OF OHIO

COUNTY OF FRANKLIN) SS:
)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Willard Dobbs, Walter A. Thomas, Elliott C. Alexander, Robert A. Swartz, Alfred B. Jefferson, Francis E. Barnes, being all of the partners of PRO-VEST, an Ohio general partnership, the Grantor herein, who having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and on behalf of said partnership for the purposes set forth herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, on this 30th day of Sept., 1974.



James E. Dobbs
Notary Public
JAMES E. DOBBS, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
LIFETIME COMMISSION

This Instrument Prepared By: WILLARD DOBBS,
Attorney at Law
1180 South High Street
Columbus, Ohio 43206
Ph# 221-4121

EXHIBIT "A"

Situate in the State of Ohio, County of Franklin, City of Upper Arlington, being a part of Quarter Township 1, Range 19, United States Military Lands, also being a 4.776 acre portion of the 7.200 acres of lands conveyed as Parcel No. 1 (6.843 Acres) and Parcel No. 2 (0.357 Acres) to Pro-Vest, an Ohio General Partnership by deed as recorded in Deed Book 3316, Page 463, Franklin County Recorder's Office and said parcel being more particularly bounded and described as follows:

PARCEL NO. 1

Being a 6.843 acre tract of land out of a 101.994 acre tract of land, (Recent survey shows 101.8812 acres) in the name of Summer & Co., as shown of record in Deed Book 2220, Pages 332, 335 and 337, Recorder's Office, Franklin County, Ohio, and being a part of Quarter Township 1, Range 19, U.S.M. Lands in the City of Upper Arlington, Franklin County, Ohio, and being more particularly bounded and described as follows:

Beginning at a point marking the northwest corner of Reserve "A" and the southwest corner of the herein described tract, said point also being located in the easterly line of Reserve "B", North 6040'03" West, 151.60 ft from the southeasterly corner of Reserve "B", both mentioned Reserve "A" and Reserve "B" are shown of record on the Plat of Kipling Plains Addition, of Record in Plat Book 38, Page 108, Recorder's Office, Franklin County, Ohio; thence and with the westerly line of the herein described tract and part of the easterly line of said Reserve "B" and the east line of Parcel No. 2 of the 9.4135 acre tract shown as parcel No 2 in the deed to Clarence G. Issemann, Bishop of the Diocese of Columbus, Recorded in D.B. 2602, Page 249, Recorder's Office, Franklin County, Ohio, North 6040'03" West, 901.07 ft. to a point marking the northwest corner of herein described tract; thence and with part of the northerly line of the herein described tract, North 83o19'57" East, 82.56 ft. to an angle point, said point being the southwest corner of 1.4451 acres tract deeded to the Ohio National Bank of Record in D.B. 2765, Page 669; thence with the southerly line of said 1.4451 acre tract and southerly line of the 14.2053 acre tract deeded to Kimsay Ohio, Inc., of record in D.B. 2838, Page 603, South 63o41'05" East, 356.35 ft to a point in the West line of said 14.2053 acre tract marking the northeasterly corner of the herein described tract; thence and with the westerly line of the said 14.2053 acre tract, south 1o08'East, 758.95 ft to a point in the northerly line of said Reserve "A", said point also being the southwest corner of the said 14.2053 acre tract; thence and with the southerly line of the herein described tract and part of the northerly line of Reserve "A", North 87o45'20"W, 312.05 ft. to the point of beginning of the tract of land herein described, and contained 6.843 acres, more or less, subject to all former deeds of easement.

Parcel No. 2

Being an 0.357 acre tract of land off of the westerly end of Reserve "A" of Kipling Plains Addition, as the same is shown of record in Plat Book 38, Page 108, Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

Beginning at a point marking the northwest corner of Reserve "A", and the northwest corner of the herein described tract, said point also being located in the easterly line of Reserve "B", North 6040'03"West, 151.60 ft. from the southeasterly corner thereof, both mentioned Reserve "A" and "B", are shown of record on the plat of Kipling Plains Addition, of record in Plat Book 38, Page 108, Recorder's Office, Franklin County, Ohio; thence and with the northerly line of said reserve "A" and with the northerly line of

"EXHIBIT "A"

(CONTINUED-Page #2)

the herein described tract south 87°45'20" East, a distance of 112.68 ft. to a point marking the northeasterly corner of the herein described tract; thence south 2°14'40" West, a distance of 162.00 ft. to a point in the northerly line of Mackenzie Drive, as the same is shown on the above mentioned Kipling Plains Addition; thence and with the northerly line of the said Mackenzie Drive, North 87°45'20" West, a distance of 7.53 ft. to a point of curve; thence and continuing with the northerly line of the said Mackenzie Drive; and with a curve to the right whose radius is 278.77 ft. north 79°14'15" West, a chord distance of 82.58 ft. to a point marking the southerly corner of said Reserve "A"; thence and with the westerly line of said Reserve "A", north 6°40'03" West, a distance of 151.60 ft. to the point of beginning, containing 0.357 acres more or less, subject to all former deeds of easement.

EXCEPTING THEREFROM

Being an 2.424 acre tract of land out of a 6.843 acre tract (Parcel No. 1) as conveyed to Pro-Vest, An Ohio General Partnership by deed as recorded in Deed Book 3316, Page 463, Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

Commencing at the northeasterly corner of the said 6.843 acre tract and said point also being in the west line of a 14.2053 acre tract deeded to Kimsay Ohio, Inc. of Record in Deed Book 2838, Page 608, Recorder's Office Franklin County, Ohio; thence, along the easterly line of said 6.843 acre tract and the westerly line of the said 14.2053 acre tract, S. 1°08'E., 218.50' feet; thence, through said 6.843 acre tract, S. 60°27'08"W., 32.97' feet, to the true point of beginning; thence, continuing through the said 6.843 acre tract by the following seven (7) courses: (1) S. 60°27'08"W., 308.28' feet; (2) N. 6°40'03"W., 429.90' feet; (3) N. 27°03'55"E., 38.22' feet; (4) N. 69°48'55"E., 60.00' feet; (5) S. 63°41'05"E., 252.00' feet; (6) S. 28°07'34"E., 31.28' feet; (7) S. 1°08'00"E. 190.44' feet to the true point of beginning, contained 2.424 acres, more or less, subject to all former deeds of easements.

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EXHIBIT "A-1"

Situated in the State of Ohio, County of Franklin, City of Upper Arlington, Being a Part of Quarter Township 1, Range 19, United States Military Lands, also being a 0.881 acre portion of the 6,843 acre tract (Parcel No. 1) as conveyed to Pro-Vest, an Ohio General Partnership by Deed as recorded in Deed Book 3316, Page 463, Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

Commencing at the Northeastly corner of the said 6.843 acre tract and said point also being in the west line of a 14.2053 acre tract deeded to Kimsay Ohio, Inc., of record in Deed Book 2838, Page 608, Recorder's Office, Franklin County, Ohio; thence, along the easterly line of said 6.843 acre tract and the westerly line of the said 14.2053 acre tract, S. 1°08'00"E., 218.50 feet; thence, through said 6.843 acre tract, S. 60°27'08"W., 91.00 feet, to the true point of beginning; thence continuing through the said 6.843 acre tract by the following six (6) Courses: (1) S. 60°27'08"W., 250.25 feet; (2) N. 6°40'03"W., 142.92 feet; (3) N. 83°19'57"E., 18.00 feet; (4) N. 6°40'03"W., 98.75 feet; (5) S. 84°38'00"E., 226.96 feet; (6) S. 1°08'00"E., 97.50 feet to the true point of beginning, containing 0.881 acres, more or less, subject to all former Deeds of Easements.

EXHIBIT "A-2"

BEING a 1.543 Acre portion of the 6.843 Acre Tract (Parcel No. 1) as conveyed to Pro-Vest an Ohio General Partnership by Deed as recorded in Deed Book 3316, Page 463, Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

Commencing at the northeastly corner of the said 6.843 acre tract and said point also being in the west line of a 14.2053 acre tract deeded to Kimsay Ohio, Inc. of record in Deed Book 2838, Page 608, Recorder's Office, Franklin County, Ohio; thence, along the easterly line of said 6.843 acre tract and the westerly line of the said 14.2053 acre tract, S.1°08'00"E., 218.50 feet; thence, through said 6.843 acre tract, S.60°27'08"W, 32.97 feet, to the true point of beginning; Thence, continuing through the said 6.843 acre tract by the following eleven (11) courses: (1) S.60°27'08"W., 58.03 feet; (2) N.1°08'00"W., 97.50 feet; (3) N.84°38'00"W., 226.96 feet; (4) S.6°40'03"E., 98.75 feet; (5) S.83°19'57"W., 18.00 feet; (6) N. 6°40'05"W., 236.98 feet; (7) N.27°03'55"E., 38.22 feet; (8) N. 69°43'55"E., 60.00 feet; (9) S. 63°41'05"E., 252.00 feet; (10) S.28°07'34"E, 31.28 feet; (11) S.1°08'00"E., 190.44 feet to the true point of beginning, containing 1.543 acres, more or less, subject to all former deeds of easements.

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NOT A CERTIFIED COPY

EXH "B"

EXHIBIT "B"

BYLAWS OF
BRANFORD VILLAGE CONDOMINIUM
UNIT OWNERS' ASSOCIATION

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BYLAWS OF
BRANFORD VILLAGE CONDOMINIUM UNIT OWNERS' ASSOCIATION

ARTICLE I
THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called "Branford Village Condominium Unit Owners' Association."

Section 2. Membership. Each Unit Owner upon acquisition of an Ownership Interest in a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such Unit Owner of his ownership interest, at which time the new Unit Owner shall automatically become a member of the Association.

Section 3. Voting Rights. Each member owning the entire ownership interest in a Unit shall be entitled to exercise that percentage of the total voting power of the Association which is equivalent to the percentage of interest of such member's Unit in the Common Areas and Facilities. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the total ownership interest of a Unit, each be entitled to exercise such proportion of the voting power for such Unit as shall be equivalent to such person's proportionate interest in the entire ownership interest of such Unit.

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

Section 5. Meetings of Members.

A. Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association, or at such other place upon the condominium property as may be designated by the Board and specified in the notice of such meeting at 8:00 o'clock P.M., or at such other time as may be designated by the Board and specified in the notice of the meeting, and shall be held on the first Monday of May of each year, if not a legal holiday and, if a legal holiday, then on the next succeeding business day.

B. Special Meeting. Special meetings of the members shall be called upon the written request of the President of the Association or, in case of the President's absence, death or disability, the Vice President of the Association authorized to exercise the authority of the President, the Board by action at a meeting, or the

members entitled to exercise at least twenty-five percent (25%) of the voting power acting without a meeting. Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

C. Notices of Meetings. Not less than ten (10) not more than thirty (30) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any member of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting.

D. Quorum; Adjournment. At any meeting of the members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage than that required by law, the Declaration or these Bylaws; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

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

1. Calling of meeting to order;
2. Proof of notice of meeting or proof of waiver of notice;
3. Reading of minutes of preceding meeting;
4. Reports of officers;
5. Reports of committees;
6. Election of inspectors of election;
7. Election of members of Board;
8. Unfinished and/or old business;
9. New business;
10. Adjournment

Section 6. Actions Without a Meeting. All actions, except removal of a Board member, may be taken without a meeting with the approval of, and in a writing or writings signed by members of the Association having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

ARTICLE II

BOARD OF MANAGERS

Section 1. Number and Qualification. The Board of Managers shall consist of five (5) persons. Except for those persons elected or appointed by the Grantor, as hereinafter provided, persons nominated and elected to the Board shall be a unit owner and an occupant.

The Grantor, Pro-Vest, an Ohio general partnership, its successors and assigns, shall in accordance with the provisions of Article 7, Section B of the Declaration of Condominium, have the right to elect or appoint a majority of the Board for a limited period of time, all as more specifically set forth in said Section of said Declaration. During such time that the Grantor shall have the rights to elect a majority of the Board, these Bylaws shall be deemed modified, where inconsistent with said right, to conform to the requirements of said Section of the Declaration and this Article II, Section 1. The members appointed by the Grantor shall hold office for the same term as other Board members, but may be removed as a member at the Grantor's pleasure and without cause, upon five (5) days' written notice by the Grantor to the Association or to any two Board members excluding the one being removed. During the time Grantor shall have the right to elect a majority of the Board, the Grantor shall have the right to appoint replacements for any member elected or appointed by it, who shall have resigned or have been removed, without the requirement of any concurrence by the Board, nor the requirement for any Board meeting or membership meeting. A Board member appointed or elected by the Grantor who resigns or is removed as a member by the Grantor, and who holds an office of this Association required to be held by a Board member shall forthwith automatically be removed as such officer.

Section 2. Election of Board; Vacancies. Board members shall be elected at the annual meeting of members of the Association or at a special meeting called for such purpose. At a meeting of members of the Association at which Board members are to be elected, only persons nominated as candidates shall be eligible for election as Board members and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however, that a vacancy in a Board position previously filled by appointment by the Grantor shall be filled by a subsequent designation of the Grantor, as provided in Section 1 of this Article II.

Section 3. Term of Office; Resignations. Each Board member shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation. At the first annual meeting of the members of the Association, the term of

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office of three Board members shall be one (1) year (all of which shall be designated by Grantor pursuant to Section 1 of this Article II), and the term of office of the remaining Board members shall be two (2) years. At the expiration of such initial term of office of each respective Board member, his successor shall be elected to serve for a term of two (2) years.

Section 4. Organizational Meeting. Immediately after each annual meeting of members of the Association, the newly elected Board members and those Board members whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given unless otherwise provided in these Bylaws.

Section 5. Regular Meetings. Regular meetings of the Board may be held at such times and place as shall be determined by a majority of the Board, but at least four such meetings shall be held during each fiscal year of the Association.

Section 6. Special Meetings. Special meetings of the Board may be held at any time upon call by the President or any two Board members. Written notice of the time and place of each such meeting shall be given to each Board member either by personal delivery or by mail, telegram or telephone at least five (5) days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Board member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting, and provided further that such notice may be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

Section 7. Quorum; Adjournment. A quorum of the Board shall consist of a majority of the Board members then in office; provided that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

Section 8. Powers and Duties. Except as otherwise provided by law, the Declaration or these Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the condominium property and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may:

- A. Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, alienate, and dispose of property of any description or interest therein;
- B. Make contracts;
- C. Effect insurance;
- D. Borrow money, and issue, sell, and pledge notes, bonds and other evidences of indebtedness of the Association;

- E. Levy assessments against Unit Owners;
- F. Employ a managing agent to perform such duties and services as the Board may authorize;
- G. Employ attorneys and accountants to perform such legal and accounting services as the Board may authorize; and
- H. Do all things permitted by law and exercise all power and authority within the purposes stated in the Declaration of these Bylaws or incidental thereto.

Section 9. Removal of Members of Board. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Board members, except Board members, if any, designated by Grantor as provided in Section 1 of this Article II, may be removed with or without cause by the vote of the members of the Association entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 10. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

ARTICLE III

OFFICERS

Section 1. Election and Designation of Officers. The Board shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who may or may not be members of the Board but who shall be members of the Association.

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

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

Section 4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such authority and perform such other duties as may be determined by the Board.

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

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

Section 7. Other Officers. The Assistant Secretary and Assistant Treasurer, if any, and any other officers whom the Board may appoint shall have authority and perform such duties as may be determined by the Board.

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

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 1. Common Expenses. The Association, for the benefit of all the Unit Owners, shall pay all common expenses arising with respect to, or in connection with, the condominium property, including, without limitation, the following:

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

B. Casualty Insurance. The premium(s) upon a policy or policies of casualty insurance insuring the common areas and facilities, with extended coverage, vandalism and malicious mischief endorsements, all as provided in the Declaration, the amount of which insurance shall be reviewed annually by the Board.

C. Liability Insurance. The premium(s) upon a policy or policies insuring the Association, the members of the Board, the officers, the Unit Owners and all Occupants against liability for personal injury, disease, illness or death or for injury to or destruction of property occurring upon, in or about, or arising from or relating to the common areas and facilities, all as provided in the Declaration, the limits of which insurance shall be reviewed annually by the Board.

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

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

F. Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, maintaining, decorating, repairing and replacing of the common areas and facilities, excluding the limited common areas and facilities; provided, however, structural maintenance or repair to carports (notwithstanding the same are defined as limited common areas and facilities) shall be the responsibility of the Association unless the need for such maintenance or repair is caused by the unit owner, in which case he shall be responsible.

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

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

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

Section 2. Association's Right to Enter Units. The Association or its agents may enter any Unit or portion of the limited common areas and facilities when necessary in connection with any maintenance, repair or construction for which the Association is responsible or which it deems, in its opinion, to be necessary or proper. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association. The Association reserves the right to retain a pass key to each Unit

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and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the managing agent or his representative or any other person designated by the Board may enter the Unit immediately whether the Unit Owner is present or not.

Section 3. Capital Additions and Improvements. Whenever in the judgment of the Board the common areas and facilities shall require major additions, alterations or improvements (as opposed to minor improvements such as maintenance, repair or replacement) costing in excess of Five Thousand Dollars (\$5,000.00) and the making of such additions, alterations or improvements shall have been approved by Unit Owners entitled to exercise not less than a majority of the voting power, the Board shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common expense. Any additions, alterations or improvements costing Five Thousand Dollars (\$5,000.00) or less shall be deemed to be minor improvements and may be made by the Board without the prior approval of the Unit Owners, and the cost thereof shall constitute a common expense.

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

Section 5. Special Services. The Association may arrange for special services and facilities for the benefit of such Unit Owners and Occupants as may desire to pay for the same, including, without limitation, the cleaning, repair and maintenance of Units and special recreational facilities. The cost of any such special services or facilities shall be determined by the Association and may be charged directly to participating Unit Owners as a special assessment or paid by the Association as a common expense, in which case a special assessment shall be levied against such participating Unit Owners to reimburse the Association therefor.

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

ARTICLE V

FINANCES OF ASSOCIATION

Section 1. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay all the common expenses for the next calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements (as further described in Section 2 of this Article V) and shall on or

before December 15th of said year, notify each Unit Owner, in writing, as to the amount of such estimate ("estimated cash requirement"), with a reasonable itemization thereof. Said estimated cash requirement shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the common areas and facilities. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Association or as it may otherwise direct, one-twelfth (1-12th) of said Unit Owner's assessment made pursuant to this Section. On or before February 15th, the Association shall supply to all Unit Owners an itemized accounting of the common expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the common areas and facilities to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the common areas and facilities to the installments due in the succeeding six months after rendering the accounting. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit Owner's assessment, such deficiencies shall be assessed to the Unit Owners (additional assessment) according to each Unit Owner's percentage of ownership in the common areas and facilities. The Association shall serve notice of such additional assessment on all Unit Owners by a statement, in writing, giving the amount and reasons therefor, for such additional assessment shall be payable with the next regular monthly payment becoming due to the Association after the delivery or mailing of such notice of such additional assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount resulting therefrom.

Section 2. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Any extraordinary expenditures (which shall not include additional assessments) not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve.

Section 3. Budget for First Year. When the first Board elected hereunder takes office, the Association shall determine the estimated cash requirement, as herein above defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against and paid by, the Unit Owners during said period as provided in the manner set forth in Section 1 of this Article V.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver to the Unit Owners the annual or adjusted estimate shall not constitute a waiver or release in any manner of any Unit Owner's obligation to pay the maintenance costs and necessary reserves, as hereinbefore provided. Whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay monthly maintenance charge at the existing monthly rate established for the previous period until the next annual monthly maintenance payment or adjusted estimate is due.

Section 5. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection at the offices of the Association by any Unit Owner or his representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested

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by such Unit Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing by said Unit Owner.

Section 6. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Unit Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Unit Owners in proportion to their percentage ownership in the common areas and facilities.

Section 7. Annual Audit. The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting of the members. If requested by two members of the Board, such audit shall be made by a Certified Public Accountant. In addition and at any time requested by ten or more Unit Owners or by Grantor, the Board shall cause an additional audit to be made.

Section 8. Security Deposits from Certain Unit Owners. If in the judgment of the Board the equity of the persons owning the total ownership interest in any Unit at any time is not sufficient to assure payment (whether by foreclosure of the lien in favor of the Association, or otherwise) of all assessments, charges or other sums which may be levied by the Association, then whether or not such Unit Owners shall be delinquent in the payment of such levies, the Association shall have the right to require such Unit Owner to pay to the Association a security deposit in an amount which the Board deems necessary for such purposes, provided, however, that the amount of such security deposit shall not when added to such Unit Owner's equity interest in his Unit exceed twenty-five percent (25%) of the purchase price of the Unit in question. In the event that any Unit Owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms or conditions of the Declaration or of these Bylaws, the Association shall have the right, but not the obligation, to apply such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all other remedies provided for in the Declaration or these Bylaws or by law. Upon any sale by such Unit Owner of his Unit, or at such time as such Unit Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Unit Owner shall be refunded, provided that such Unit Owner shall not be in default under any of his obligations under the Declaration or these Bylaws. The Association shall have the right to maintain all security deposits held by it as aforesaid in a single bank account and shall not be required to credit interest thereon to any Unit Owner; such interest, if any, to be paid to and retained by the Association. Said security deposit shall at all times be subject and subordinate to the lien in favor of the Association as described in the Declaration and all rights thereto shall inure to the benefit of the lienor.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Indemnification of Board Members and Officers. Each Board member and officer of the Association shall be indemnified by the Association against the

costs and expenses reasonably incurred by him in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he is or may be a party by reason of his being or having been such Board member or officer of the Association (whether or not he is a Board member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such Board member or officer. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the Association, or any former Board member or officer of the Association, is made a party or which may be threatened to be brought against him by reason of his being or having been a Board member or officer of the Association, he shall be indemnified by the Association against the costs and expenses (including the costs of a settlement) reasonably incurred by him in connection with such action, suit or proceeding (whether or not he is a Board member or officer at the time of incurring such costs and expenses), if (a) the Association shall be advised by independent legal counsel that such Board member or officer did not misconduct himself or was not negligent in the performance of his duty as such Board member or officer with respect to the matters covered by such action, suit or proceeding, and that the costs to the Association of indemnifying such Board member or officer (and all other Board members and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers as the result of such settlement, or (b) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The phrase "disinterested Association members" shall mean all members of the Association other than (i) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer owns of record or beneficially ten percent (10%) or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration or pursuant to any vote of the Association members of pursuant to any agreement.

Section 2. Amendments. Provisions of these Bylaws may be amended by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than a majority of the voting power. However, no such amendment shall conflict with the provisions of the Declaration or of Chapter 5311 of the Ohio Revised Code.

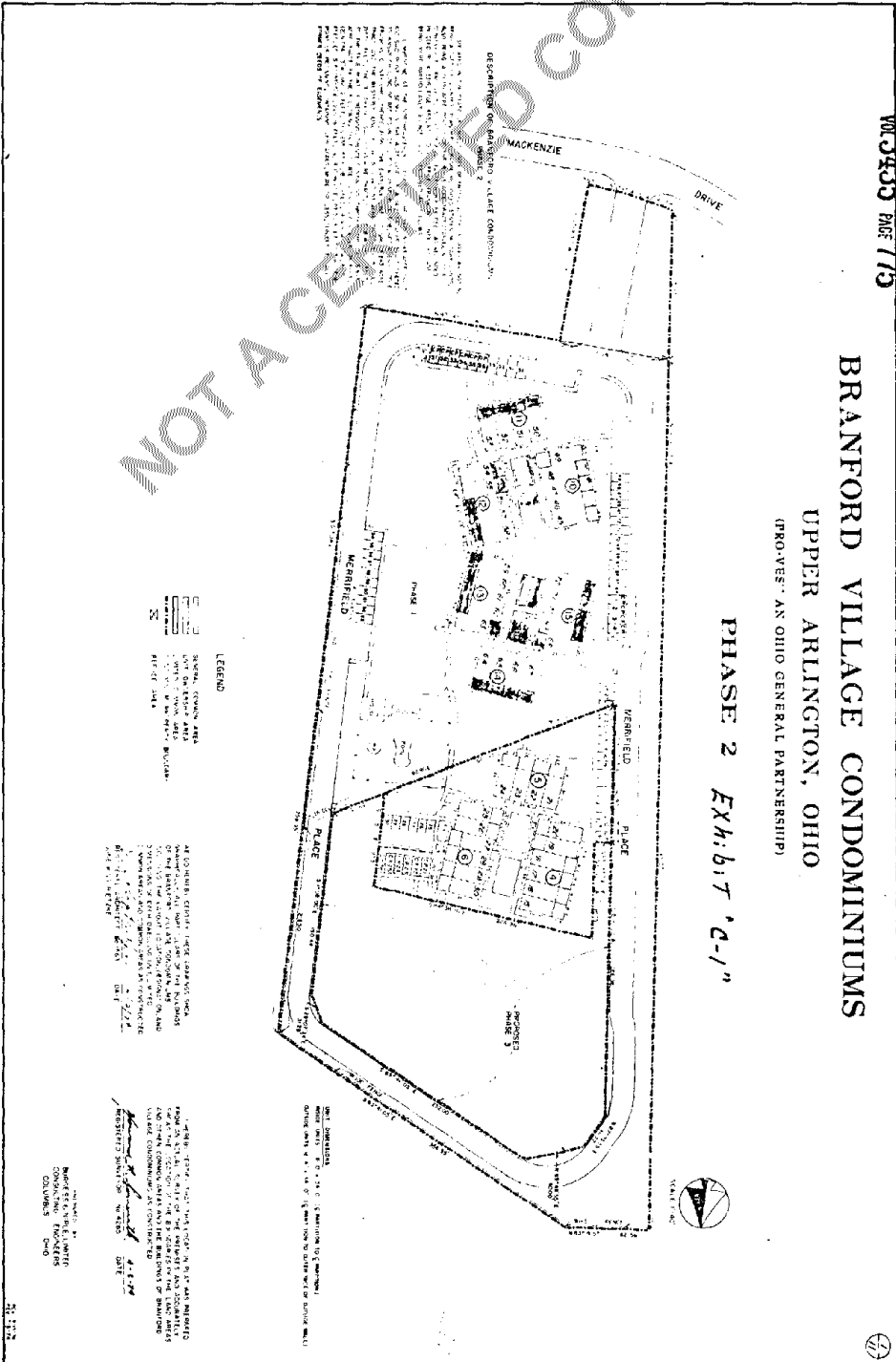
Section 3. Definitions. The terms used in these Bylaws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these Bylaws and of any amendment hereto shall have the respective meanings specified in Article 1 of the Declaration.

This Instrument Prepared By: Michael J. Hardesty, Esquire
HARDESTY & CALLARD
222 East Town Street
Columbus, Ohio 43215

BRANFORD VILLAGE CONDOMINIUMS

UPPER ARLINGTON, OHIO
(PROVES AN OHIO GENERAL PARTNERSHIP)

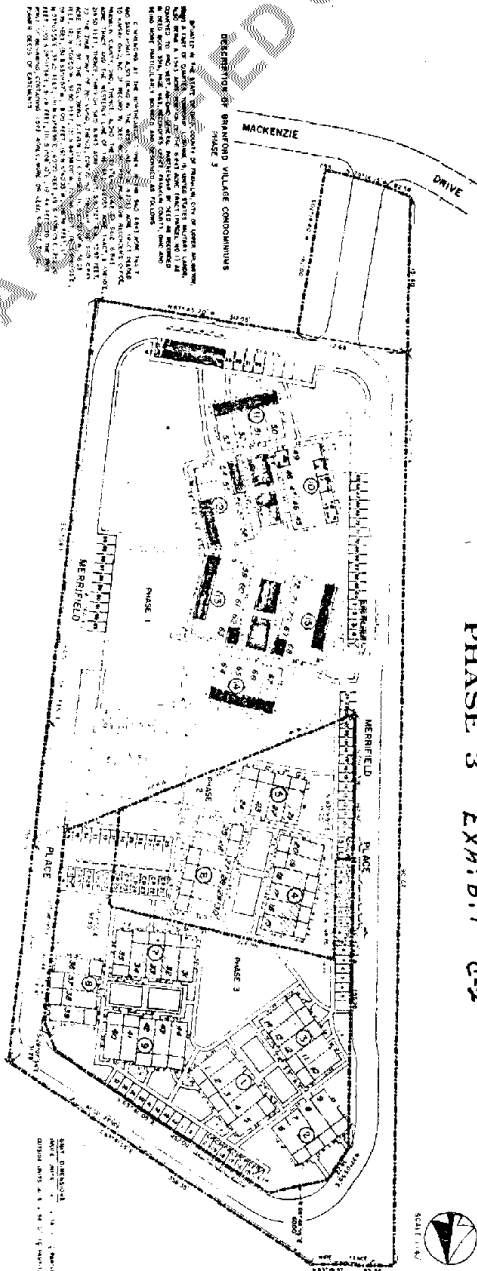
PHASE 2 EXHIBIT 'C-1'



NOT A REPRODUCED COPY

BRANFORD VILLAGE CONDOMINIUMS UPPER ARLINGTON, OHIO (PRO-VEST AN OHIO GENERAL PARTNERSHIP)

PHASE 3 Exhibit "a-2"



LEGEND

SHOWN, CONVEY, AND
UNIT OR GROUP DATA
NOT TO SCALE

BRANFORD VILLAGE CONDOMINIUMS
UPPER ARLINGTON, OHIO
PHASE 3

BRANFORD VILLAGE CONDOMINIUMS
UPPER ARLINGTON, OHIO
PHASE 3

EXHIBIT "D"

ARTICLES OF INCORPORATION

OF

BRANFORD VILLAGE CONDOMINIUM UNIT OWNERS' ASSOCIATION

NO. 3435 PAGE 777

THE UNDERSIGNED, desiring to form a corporation, not for profit, under the Ohio Non-Profit Corporation Law, Chapter 1702 of the Revised Code of Ohio, does hereby certify

FIRST: The name of said corporation shall be BRANFORD VILLAGE UNIT OWNERS' ASSOCIATION ("Corporation").

SECOND: The place in the State of Ohio where the principal office of the Corporation is to be located is the City of Upper Arlington, County of Franklin, State of Ohio.

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

- (a) To function as a unit owners' association for condominium property as required by 5311.08, Revised Code of Ohio, and in connection therewith, to develop, maintain, improve, repair, alter, operate, administer, service and generally manage the condominium property known as Branford Village Condominium located in the City of Upper Arlington, County of Franklin, State of Ohio;
- (b) To enforce all covenants, restrictions, reservations, servitudes, profits, licenses, conditions, agreements, easements and liens to which such condominium property is or may become subject and which the Corporation shall have the right to enforce;
- (c) To represent and promote the welfare of its members generally, and to cooperate with municipal, county, state and other public authorities for the promotion and betterment of the interest of such members;
- (d) To purchase, lease or otherwise acquire, to hold and use, to sell, lease or otherwise dispose of, and to deal in or with personal property of any description and any interest therein;
- (e) To purchase, lease or otherwise acquire, to invest in, hold, use and encumber, to sell, lease, exchange, transfer or otherwise dispose of, and to construct, develop, improve, equip, maintain and operate structures and real property of any description and any interest therein;
- (f) To borrow money, to issue, sell and pledge its notes, bonds and other evidences of indebtedness, to secure any of its obligations by mortgage, pledge or deed of trust of all or any of its property, and to guarantee and secure obligations of any person, all to the extent necessary, useful, or conducive to carrying out any of the purposes of the Corporation;
- (g) To invest its funds in any shares or other securities of another corporation, business or undertaking or of a government, governmental authority or governmental subdivision; and
- (h) To do whatever is deemed necessary, useful or conducive to carrying out any of the purposes of the Corporation and to exercise all other authority enjoyed by corporations generally by virtue of the provisions of the Ohio Non-Profit Corporation Law.

Nothing in these Articles of Incorporation or in the Code of Regulations shall authorize the Corporation to, and the Corporation shall not, enter into any transaction, carry on any activity, or engage in any business for pecuniary profit. The net earnings of the Corporation, if any, shall not inure to the benefit of any incorporator, member, or any member of the Board of Managers or Trustees of the Corporation, or any private individual.

The Corporation shall not, and no clause of this Article Third shall be construed as authorizing the Corporation to do any act or enter into any agreement or deal with real or personal property in a manner which would violate any provision of Chapter 5311 or Chapter 1702 of the Ohio Revised Code or any amendments thereto.

FOURTH: As permitted by 1702.01(K) of the Ohio Revised Code, the Trustees of the Corporation shall be designated the Board of Managers. The Board of Managers shall serve as the Trustees of the Corporation and shall exercise all of the powers and have all of the duties of the Trustees as defined in Chapter 1702 of the Ohio Revised Code except as such powers may be limited by the provisions of Chapter 5311 of the Ohio Revised Code, the provisions of the Declaration of Condominium (of Branford Village Condominium) or the Bylaws of the Corporation.

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

- (1) Michael J. Hardesty 222 East Town Street
Columbus, Ohio 43215
- (2) Robert C. Swartz c/o Investors Company
5900 Roche Drive
Columbus, Ohio 43229
- (3) Willard Dobbs 1180 South High Street
Columbus, Ohio 43215
- (4) Francis E. Barnes 327 East State Street
Columbus, Ohio 43215
- (5) Elliot Oaklander 1444-C Cliff Court
Columbus, Ohio 43204

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

SIXTH: No provisions of these Articles shall be construed to give the Corporation powers to do any act in any manner whatsoever or deal with property of any description whatsoever which action or dealing would be forbidden a unit owners' association under Chapter 5311 of the Ohio Revised Code.

IN WITNESS WHEREOF, the undersigned has subscribed his name as sole Incorporator on the _____ day of _____, 1974.

INCORPORATOR

ORIGINAL APPOINTMENT OF AGENT

THE UNDERSIGNED, being the sole Incorporator of BRANFORD VILLAGE CONDOMINIUM UNIT OWNERS' ASSOCIATION, hereby appoints Willard Dobbs, a natural person resident in the county on which notice or demand required or permitted by statute to be served upon the Corporation may be served. His complete address is:

1180 South High Street
Columbus, Ohio 43215
Franklin County

INCORPORATOR

Dated: _____, 1974
Columbus, Ohio

Gentlemen:

I hereby accept appointment as agent of your Corporation upon whom process, taxes notices or demands may be served.

Willard Dobbs

Dated: _____, 1974
Columbus, Ohio