

RECORDER

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77595

OLENTANGY, THE CONDOMINIUM  
COLUMBUS, OHIO  
(First Phase)

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Declaration, together with Drawings and By-laws attached as Exhibits thereto, were filed in the Office of the County Auditor, Franklin County, Ohio on 14TH DAY DEC., 1982.

County Auditor

By Roger W. Tracy JR -  
Chief Deputy

FRANKLIN COUNTY, OHIO  
Recorded: DEC 14 1982 Time: 10:10 A.M.  
PALMER C. McNEAL, Recorder  
Recorder's Fee \$ 793.00

I HEREBY CERTIFY THAT THE  
CONDOMINIUM COPIES HAVE  
BEEN FILED.  
DEC 14 1982  
FRANKLIN COUNTY AUDITOR  
BY George A. Reng  
DEPUTY COUNTY AUDITOR

FOR REFERENCE PLEASE SEE  
CONDOMINIUM PLAT BOOK NO. 21 PAGE 75

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DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR OLENTANGY, THE CONDOMINIUM  
(First Phase)

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DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
OLENTANGY, THE CONDOMINIUM

THIS DECLARATION is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by Samuel Zell, Trustee under Trust Agreement dated August 15, 1980 and known as Trust Number 3440 (who together with any successor or assign of the Developer who is a "Developer" as defined in Section 5311.01(T) of the Ohio Revised Code, is hereinafter referred to as the "Developer").

WHEREAS, the Developer is the owner in fee simple of certain real estate situated in the City of Columbus, Franklin County, Ohio, which is described more particularly in paragraph 1 of Article II hereof, and desires to submit said real estate together with the buildings, improvements and structures thereon containing Two Hundred Thirty-Seven (237) residential units and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, the Developer desires to establish for his own benefit and for the mutual benefit of all future owners, mortgagees and occupants of said real estate or any part thereof certain rights, easements, privileges and restrictions with respect to said real estate and the use, conduct and maintenance thereof; and

WHEREAS, the Developer desires and intends that the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in said real estate shall at all times enjoy the benefits of, and shall hold their interests therein subject to the rights, easements, privileges and restrictions set forth herein, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the ownership and to facilitate the proper administration of said real estate and are established for the purpose of enhancing the value, desirability and attractiveness thereof; and

WHEREAS, adjacent to the real estate submitted hereby is certain other real estate described in paragraph 2 of Article II hereof on which are located Eight Hundred

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Twenty-Seven (827) additional residential units which may be made subject to Chapter 5311 of the Ohio Revised Code and to this Declaration of Condominium Ownership as "additional property" as defined in Section 5311.01(Q) of the Ohio Revised Code and as part of an "expandable condominium property" as defined in Section 5301.01(R) of the Ohio Revised Code;

NOW, THEREFORE, Samuel Zell, Trustee, as the owner of the real estate described in paragraph 1 of Article II hereof and for the purposes above set forth, declares as follows:

ARTICLE I

DEFINITIONS

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

Additional Property: The land described in paragraph 2 of Article II hereof and the improvements described in Article XXII hereof, or parts thereof added as Phases.

Administrator: Administrator of Veteran's Affairs.

Assessments: Common Assessments, Special Assessments and Charges made to a Unit Owner.

Association: Olentangy Condominium Association, the organization of all the Unit Owners, as defined in Section 5311.01(L) of the Ohio Revised Code, that administers the Condominium Property and which is more specifically described in Article IX hereof, and its successors in interest.

Board: The board of managers of the Association as the same may be constituted from time to time.

Buildings: The building constituting a part of the Condominium Property more specifically described in Article V hereof and, from and after the addition of any Additional Property to the Condominium Property pursuant to Article XXII, the building or buildings forming a part thereof.

By-laws: The By-laws of the Association attached hereto as Exhibit A and made a part hereof.

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Chapter 5311: Chapter 5311 of the Ohio Revised Code, or any successor thereto, as the same may be amended or supplemented from time to time.

Charges: Charges for repairs and replacements made by the Association which are the obligation of the Unit Owner, any charges made to the Unit Owner for special services rendered to the Unit Owner or for special and extraordinary uses or consumptions attributable to such Unit Owner or Unit and any other charges such as those imposed by the Board for violations of this Declaration or the Rules, which are authorized hereunder to be made against a Unit Owner or groups of Unit Owners other than Common Assessments.

Commissioner: The Federal Housing Commissioner.

Common Areas and Facilities: All parts of the Condominium Property, except the Units, and designated as common areas and facilities in Article VII hereof.

Common Assessments: Assessments levied proportionately against all Units for Common Expenses, including Special Assessments.

Common Losses: The amount by which Common Expenses exceed Common Assessments for any period.

Common Surplus: The amount by which Common Assessments collected during any period exceed Common Expenses.

Common Profits: The amount by which the sum of income received for special benefits to specific Units, rents received from rentals of equipment or space in the Common Areas and Facilities or of any Unit owned by the Association, and any other fees, charges or income received other than Common Assessments, exceeds expenses allocable to such income, rents, fees or charges.

Common Expenses: Those expenses designated as Common Expenses in Chapter 5311, in this Declaration or in the By-laws, including, without limitation, the following:

- (a) expenses of the Association incurred in the administration, maintenance, insurance, repair and replacement of the Common Areas and Facilities and those specifically described in the By-laws;

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- (b) expenses determined from time to time to be Common Expenses by the Association.

Condominium Property: The Parcel, together with the Buildings and all improvements and structures thereon, containing Two Hundred Thirty-Seven (237) Units, all easements, rights, and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners and, from and after the addition of any Additional Property pursuant to Article XXII, such thereof and all easements, rights and appurtenances allocable or belonging thereto and all articles of personal property existing for the common use of the Unit Owners, as are submitted pursuant thereto.

Drawings: The drawings prepared and certified by Ronald E. Firestone, Registered Architect No. 3443 (or other registered Architect named thereon) and Thomas D. Sibbalds, Registered Surveyor No. 5908 (or other registered Surveyor named thereon) in accordance with Section 5311.07 of the Ohio Revised Code, relating to the Condominium Property, which drawings are attached hereto as Exhibit B and, when amended pursuant to Article XXII hereof, as so amended.

Exclusive Use Area: Those parts of the Common Areas and Facilities, other than Limited Common Areas and Facilities, which may be reserved for use by the Unit Owner or Occupant of a certain Unit or Units to the exclusion of Unit Owners or Occupants of other Units and designated as Exclusive Use Areas in or pursuant to Article VIII hereof.

First Mortgagee: The bona fide holder of a first mortgage, trust deed or equivalent security interest covering a Unit and the individual interest in the Common Areas and Facilities appertaining thereto.

Limited Common Areas and Facilities: Those parts of the Common Areas and Facilities reserved for use by the Unit Owner or Occupant of a certain Unit or Units to the exclusion of Unit Owners or Occupants of all other Units and designated as Limited Common Areas and Facilities in Article VIII hereof or pursuant to the authority reserved in paragraph 2 of Article XXII.

Occupant: The person or persons, natural or artificial, other than the Unit Owner, lawfully in possession of a Unit.



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Ownership Interest: A fee simple estate in a Unit and the undivided interest in the Common Areas and Facilities appertaining thereto.

Parcel: The entire tract of land described in paragraph 1 of Article II hereof.

Phase: Part of the Additional Property to be added to the Condominium Property pursuant to Article XXII hereof.

Regulatory Agreement: The agreement if any, (commonly known as the "Regulatory Agreement") which shall be entered into between the Commissioner and the Association on the form prescribed by the Commissioner, if such agreement is necessary in order to obtain the Commissioner's approval of the Condominium Property for insurance by the Federal Housing Administration of mortgages on Units.

Rules: Such rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted and amended by the Association or the Board from time to time.

Special Assessments: Assessments levied by the Association proportionately against all Units for capital expenditures unanticipated Common Expenses and other assessments described as special assessments in this Declaration or the By-laws.

Unit: A part of the Condominium Property consisting of one or more rooms on one or more floors of a Building and more specifically described in Article VI hereof.

Unit Owner: A person or persons, natural or artificial, owning an Ownership Interest.

ARTICLE II  
ESTABLISHMENT OF CONDOMINIUM AND DIVISION  
OF CONDOMINIUM PROPERTY

1. The Parcel. The Developer is the owner of the following described land which, together with the other portions of the Condominium Property, is hereby submitted to the provisions of Chapter 5311 of the Ohio Revised Code as Olentangy, The Condominium (First Phase):

Situate in the State of Ohio, County of Franklin, City of Columbus, being located in Quarter Township 2, Township 1, Range 18, United States Military Lands and being all of the 19.882 acre tract and the 0.506 acre

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tract an 0.246 acre tract conveyed to Samuel Zell, Trustee, by deeds of record in Official Record 765, Page F-10, Official Record 2279, Page H03, and Official Record 2279, Page H07, respectively, all references being to records in the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at an angle point in the centerline of Olentangy River Road at the northeasterly corner of the Donald V. and M. L. Mussawir 0.159 acre tract as shown on record in Deed Book 2865, Page 680, being also a southeasterly corner of said Olentangy Development Co. 19.4 acre tract;

thence along the northerly line of said 0.159 acre tract, North  $86^{\circ} 28' 40''$  West, 280.88 feet to the northwesterly corner of said tract, a northeasterly corner of the 20.074 acre tract conveyed to Olentangy Development Co., by deed of record in Deed Book 3121, Page 474;

thence along the northerly line of said 20.074 acre tract, the following courses and distances:

South  $66^{\circ} 09' 32''$  West, 183.04 feet to a point;

North  $86^{\circ} 57' 28''$  West, 49.95 feet to a point;

South  $11^{\circ} 11' 28''$  East, 145.00 feet to a point;

South  $78^{\circ} 48' 32''$  West, 130.00 feet to a point;

North  $11^{\circ} 11' 28''$  West, 174.69 feet to a point;

and South  $78^{\circ} 32' 32''$  West, 414.77 feet to the northwesterly corner of the 9.165 acre tract conveyed to Samuel Zell, Trustee, by deed of record in Official Record 765, Page F-14;

thence along the arc of a curve to the left (Delta =  $15^{\circ} 49' 07''$ , Radius = 235.0 feet), a chord bearing and distance of North  $10^{\circ} 57' 05''$  East, 64.67 feet to a point;

thence North  $3^{\circ} 02' 32''$  East, 1026.79 feet to a point in the southerly right-of-way line of Knightsbridge Boulevard (as dedicated by plat of record in Plat Book 49, Page 5);

thence along said right-of-way line, being the arc of a curve to the right (Sub Delta =  $5^{\circ} 09' 27''$ , Radius = 333.75 feet), a chord bearing and distance of South  $89^{\circ} 32' 17''$  East, 30.03 feet to a point of tangency.

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thence continuing along said right-of-way line and said line extended easterly, South 86° 57' 28" East, 509.05 feet to a point;

thence North 61° 37' 07" East, 55.11 feet to a point at the northwesterly corner of the Kempton Cemetery 0.453 acre tract;

thence along the westerly line of the said Kempton Cemetery 0.453 acre tract, South 16° 37' 59" East, 89.82 feet to an iron pin at the southwesterly corner of the said tract;

thence along the southerly line of the said Kempton Cemetery 0.453 acre tract, South 87° 18' 08" East, 164.17 feet to a point in the centerline of Olentangy River Road;

thence along the centerline of the said Olentangy River Road, South 14° 27' 28" East, 365.56 feet to an angle point in the said road;

thence continuing along the centerline of said Road, South 11° 27' 28" East, 517.75 feet to the place of beginning, containing 20.634 acres, more or less.

2. Land Constituting Part of Additional Property.

The Condominium Property was originally part of a rental development known as "Olentangy Commons". The Developer presently intends that other portions of Olentangy Commons, in phases, be submitted as Additional Property pursuant to Article XXII hereof. The parcels hereinafter described, designated "Parcel II", "Parcel III", "Parcel IV" and "Parcel V" are the remaining portions of land in the Olentangy Commons development:

Parcel II

TRACT I: (NORTH PART)

Situate in the State of Ohio, County of Franklin, City of Columbus, being located in Quarter Township 2 Township 1, Range 18, United States Military Lands and being part of the 20.074 acre tract conveyed to Olentangy Development Co., by deed of record in Deed Book 3121, Page 474, all references being to records in the Recorder's Office, Franklin County, Ohio and bounded and described as follows;

Beginning at the intersection of the westerly right-of-way line of Olentangy River Road (for dedication of said right-of-way, see Plat Book 43, Page 56), with the southerly line of the 0.563 acre tract conveyed

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to Donald V. and M. L. Mussawir, by deed of record in Deed Book 3760, Page 369;

thence along said right-of-way line, South  $7^{\circ} 44' 43''$  East, 290.99 feet to an angle point in said right-of-way line;

thence continuing along said right-of-way line, South  $3^{\circ} 58' 33''$  East, 115.73 feet to a point of curvature of a curve that connects said right-of-way line with the northerly right-of-way line of Jasonway Avenue;

thence along the arc of said curve, being a curve to the right (Delta =  $99^{\circ} 28' 05''$ , Radius = 20.0 feet), a chord bearing and distance of South  $4^{\circ} 5' 25''$  West, 30.52 feet to a point of compound curvature in the northerly right-of-way line of Jasonway Avenue;

thence along said right-of-way line, being the arc of a curve to the right (Delta =  $7^{\circ} 58' 46''$ , Radius = 1317.72 feet), a chord bearing and distance of North  $80^{\circ} 31' 05''$  West, 183.37 feet to a point of reverse curvature;

thence continuing along said right-of-way line, being the arc of a curve to the left (Delta =  $8^{\circ} 55' 46''$ , Radius = 480.0 feet), a chord bearing and distance of North  $80^{\circ} 59' 34''$  West, 74.73 feet to a point of tangency;

thence continuing along said right-of-way line, North  $85^{\circ} 27' 28''$  West, 340.00 feet to a point of curvature of a curve to the right;

thence continuing along said right-of-way line, being the arc of said curve (Delta =  $26^{\circ} 38'$ , Radius = 290.0 feet), a chord bearing and distance of North  $72^{\circ} 08' 28''$  West, 133.59 feet to a point of reverse curvature;

thence continuing along said right-of-way line, being the arc of a curve to the left (Delta =  $27^{\circ} 50' 46''$ , radius = 330.0), a chord bearing and distance of North  $72^{\circ} 44' 50''$  West, 158.81 feet to a point of tangency;

thence continuing along said right-of-way line, North  $86^{\circ} 40' 14''$  West, 248.24 feet to a point in the

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westerly line of the Olentangy Development Co., 20.074 acre tract;

thence along said westerly line of the 20.074 acre tract, North  $3^{\circ} 19' 46''$  East, 63.01 feet to a point of curvature of a curve to the right;

thence continuing along said line, being the arc of said curve (Delta =  $29^{\circ} 37' 47''$ , Radius = 265.0 feet), a chord bearing and distance of North  $18^{\circ} 08' 40''$  East, 135.52 feet to a point of reverse curvature;

thence continuing along said line, being the arc of a curve to the left (Delta =  $14^{\circ} 05' 53''$ , Radius = 235.0 feet), a chord bearing and distance of North  $25^{\circ} 54' 38''$  East, 57.68 feet to the northwesterly corner of the Olentangy Development Co. 20.074 acre tract;

thence along the northerly line of said 20.074 acre tract, North  $78^{\circ} 32' 32''$  East (passing the southwesterly corner of the 19.4 acre tract conveyed to Olentangy Development Co., by deed of record in Deed Book 3322, Page 163, at 40.18 feet), 414.77 feet to an angle point;

thence continuing along the southerly line of said 19.4 acre tract the following courses and distances:

South  $11^{\circ} 11' 28''$  East, 174.69 feet to a point;

North  $78^{\circ} 48' 32''$  East, 130.00 feet to a point;

North  $11^{\circ} 11' 28''$  West, 145.00 feet to a point;

South  $86^{\circ} 57' 28''$  East, 49.95 feet to a point;

and North  $66^{\circ} 09' 32''$  East, 183.04 feet to the northwesterly corner of the 0.159 acre tract conveyed to Donald V. and M. L. Mussawir, by deed of record in Deed Book 3760, Page 369;

thence along the westerly line of said 0.159 acre tract and the westerly line of the Donald V. and M. L. Mussawir 0.563 acre tract, South  $7^{\circ} 45' 19''$  East, 124.84 feet to the southwesterly corner of said 0.563 acre tract;

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thence along the southerly line of said 0.563 acre tract, South  $86^{\circ} 20' 43''$  East, 250.38 feet to the place of beginning, containing 9.165 acres, more or less.

TRACT II:                      ( SOUTH PART )

Situate in the State of Ohio, County of Franklin, City of Columbus, being located in Quarter Township 2 Township 1, Range 18, United States Military Lands and being part of the 20.074 acre tract conveyed to Olentangy Development Co., by deed of record in Deed Book 3121, Page 474, all references being to records in the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at the point of intersection of the southerly line of said 20.074 acre tract with the westerly right-of-way line of Olentangy River Road (as said right-of-way was dedicated by the plat of record in Plat Book 43, Page 56), said point also being in the northerly line of "OLENTANGY TERRACE CONDOMINIUM," as the plat of same is of record in Condominium Book 4, Page 507;

thence along said northerly line, North  $86^{\circ} 40' 14''$  West, 646.55 feet to the northwesterly corner of said "OLENTANGY TERRACE CONDOMINIUM";

thence along the westerly line of said "OLENTANGY TERRACE CONDOMINIUM," South  $3^{\circ} 19' 39''$  West, 189.05 feet to the southwesterly corner of said Condominium and being in the northerly line of the 57.1 acre tract conveyed to Orr S. Zimmerman, by deed of record in Deed Book 772, Page 300;

thence along said northerly line and the northerly line of the 9.388 acre tract conveyed to Richard S. and Dorothy R. Zimmerman, by deed of record in Deed Book 1639, Page 452, North  $86^{\circ} 42' 12''$  West, 582.54 feet to the southeasterly corner of the 25.099 acre tract conveyed to Olentangy III Ltd., by deed of record in Deed Book 3556, Page 519;

thence along said easterly line, North  $3^{\circ} 19' 46''$  East, 467.07 feet to a point in the southerly right-of-way line of Jasonway Avenue (as dedicated by plat of record in Plat Book 49, Page 70 and being 60 feet in width);

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thence along said right-of-way line of Jasonway Avenue (passing the southwesterly corner of that portion that was dedicated by plat of record in Plat Book 43, Page 56 at 27.59 feet), South  $86^{\circ} 40' 14''$  East, 295.83 feet to a point of curvature of a curve to the right;

thence continuing along said right-of-way line, being the arc of said curve (Delta =  $27^{\circ} 50' 46''$ , Radius = 270.0 feet), a chord bearing and distance of South  $72^{\circ} 44' 50''$  East, 129.94 feet to a point of reverse curvature;

thence continuing along said right-of-way line, being the arc of a curve to the left (Delta =  $26^{\circ} 38' 00''$ , Radius = 350.0 feet), a chord bearing and distance of South  $72^{\circ} 08' 28''$  East, 161.23 feet to a point of tangency;

thence continuing along said right-of-way line, South  $85^{\circ} 27' 28''$  East, 340.00 feet to a point of curvature of a curve to the right;

thence continuing along said right-of-way line, being the arc of said curve (Delta =  $13^{\circ} 29' 00''$ , Radius = 420.0 feet), a chord bearing and distance of South  $78^{\circ} 42' 55''$  East, 98.61 feet to a point of reverse curvature;

thence continuing along said right-of-way line, being the arc of a curve to the left (Delta =  $12^{\circ} 32' 00''$ , Radius = 730.0 feet), a chord bearing and distance of South  $78^{\circ} 14' 28''$  East, 159.37 feet to a point of tangency;

thence continuing along said right-of-way line, South  $84^{\circ} 30' 28''$  East, 18.34 feet to a point of curvature of a curve to the right that connects said right-of-way line with the westerly right-of-way line of Olentangy River Road;

thence along the arc of said curve (Delta =  $80^{\circ} 31' 55''$ , Radius = 20.0 feet), a chord bearing and distance of South  $44^{\circ} 14' 34''$  East, 25.85 feet to a point of tangency in the westerly right-of-way line of Olentangy River Road;

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thence along said right-of-way line, South  $3^{\circ} 58'$  33" East, 144.81 feet to the place of beginning, containing 8.775 acres, more or less.

Parcel III

Situate in the State of Ohio, County of Franklin, City of Columbus, being located in Quarter Township 2, Township 1, Range 18, United States Military Lands and being part of the 25.099 acre tract conveyed to Olentangy III Ltd., by deed of record in Deed Book 3556, Page 519, all references being to records in the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at an iron pin at the southeasterly corner of said 25.099 acre tract, the southwesterly corner of the 20.074 acre tract conveyed to Olentangy Development Co., by deed of record in Deed Book 3121, Page 474, and being in the northerly line of the 9.388 acre tract conveyed to Richard S. and Dorothy R. Zimmerman, by deed of record in Deed Book 1639, page 452;

thence along said line of the Richard S. and Dorothy R. Zimmerman 9.388 acre tract, the northerly line of the 4.997 acre tract conveyed to Richard S. and Dorothy R. Zimmerman, by deed of record in Deed Book 1742, Page 363, and the northerly line of the 14.751 acre tract conveyed to Richard S. Zimmerman, by deed of record in Deed Book 3071, Page 678, North  $86^{\circ} 42' 12''$  West, 976.09 feet to a point in the easterly right-of-way line of Knightsbridge Boulevard (as conveyed to City of Columbus, by deed of record in Deed Book 3401, Page 125);

thence along said right-of-way line, being the arc of a curve to the left (Delta =  $18^{\circ} 49' 17''$ , Radius = 175.00 feet), a chord bearing and distance of North  $43^{\circ} 11' 16''$  West, 57.23 feet to a point;

thence continuing along said right-of-way line, North  $50^{\circ} 42' 16''$  West, 151.26 feet to a point;

thence continuing along said right-of-way line, being the arc of a curve to the right (Delta =  $104^{\circ} 00'$ , Radius = 70.0 feet), a chord bearing and distance of North  $0^{\circ} 35' 55''$  West, 110.32 feet to a point of reverse curvature at the southeasterly corner of that



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portion of Knightsbridge Boulevard of record in Plat Book 49, Page 70;

thence continuing along said right-of-way line, being the arc of a curve to the left (Delta =  $60^{\circ} 47' 36''$ , Radius = 302.91 feet), a chord bearing and distance of North  $21^{\circ} 00' 17''$  East, 306.54 feet to a point of reverse curvature;

thence continuing along said right-of-way line, being the arc of a curve to the right (Delta =  $17^{\circ} 41' 49''$ , Radius = 1170.0 feet), a chord bearing and distance of North  $0^{\circ} 32' 36''$  West, 359.94 feet to a point of tangency;

thence continuing along said right-of-way line, North  $8^{\circ} 18' 18''$  East, 84.81 feet to a point of curvature of a curve to the right;

thence along the arc of said curve (Delta =  $12^{\circ} 56' 09''$ , Radius = 770.0 feet), a chord bearing and distance of North  $14^{\circ} 46' 23''$  East, 173.48 feet to a point of compound curvature;

thence continuing along said right-of-way line, being the arc of a curve to the right (Delta =  $26^{\circ} 03' 57''$ , Radius = 190.0 feet), a chord bearing and distance of North  $34^{\circ} 16' 26''$  East, 85.69 feet to a point of compound curvature;

thence continuing along said right-of-way line, being the arc of a curve to the right (Delta =  $24^{\circ} 21' 32''$ , Radius = 348.15 feet), a chord bearing and distance of North  $59^{\circ} 29' 10''$  East, 146.90 feet to a point of compound curvature of a curve that connects said right-of-way line with the westerly right-of-way line of Jasonway Avenue (being 60 feet in width and dedicated by plat of record in Plat Book 49, Page 70);

thence along the arc of said curve, being a curve to the right (Delta =  $97^{\circ} 53' 47''$ , Radius = 20.0 feet), a chord bearing and distance of South  $59^{\circ} 23' 11''$  East, 30.17 feet to a point of reverse curvature;

thence along the arc of said curve, being the westerly right-of-way line of Jasonway Avenue (Delta =  $16^{\circ} 43' 34''$ , Radius = 572.46 feet), a chord bearing and distance of South  $18^{\circ} 48' 04''$  East, 166.52 feet to a point of tangency;

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thence continuing along said right-of-way line, South 27° 09' 51" East, 117.69 feet to a point of a curvature of a curve to the left;

thence continuing along said right-of-way line, being the arc of said curve (Delta = 16° 36' 00", Radius = 1730.0 feet), a chord bearing and distance of South 35° 27' 51" East, 499.47 feet to a point of tangency;

thence continuing along said right-of-way line, South 43° 45' 51" East, 26.00 feet to a point of curvature of a curve to the left;

thence continuing along said right-of-way line being the arc of said curve (Sub-Delta = 42° 24' 10", Radius = 580.0 feet), a chord bearing and distance of South 64° 57' 56" East, 419.51 feet to the northeasterly corner of the Olentangy III Ltd. 25.099 acre tract;

thence along the easterly line of said 25.099 acre tract, South 3° 19' 46" West, 467.09 feet to the place of beginning, containing 20.574 acres, more or less.

Parcel IV

Situate in the State of Ohio, County of Franklin, City of Columbus, being located in Quarter Township 2, Township 1, Range 18, United States Military Lands and being part of the 17.992 acre tract conveyed to Olentangy IV Ltd., by deed of record in Deed Book 3559, Page 130, all references being to records in the Recorder's Office, Franklin County, Ohio and bounded and described as follows:

Beginning at an iron pin at the northwesterly corner of the 2.529 acre tract conveyed to Kennis Associates, Ltd., by deed of record in Deed Book 3507, Page 932, in the easterly right-of-way line of the C. and O. Railroad, said iron pin being located North 9° 30' 53" West, 964.45 feet from the intersection of said right-of-way line of the original centerline of Henderson Road;

thence along said easterly right-of-way line of the C. and O. Railroad, North 9° 30' 53" West, 646.64 feet to an iron pin in the westerly line of said Quarter Township 2, Township 1;

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thence along said westerly line of Quarter Township  
2, North  $1^{\circ} 35' 51''$  East, 355.55 feet to a point;

thence North  $18^{\circ} 28' 39''$  East, 103.23 feet to a  
point in the northerly line of the Olentangy IV Ltd.,  
17.992 acre tract;

thence along said northerly line South  $86^{\circ} 04' 53''$   
East, 857.78 feet to an iron pin in the westerly  
right-of-way line of Knightsbridge Boulevard as shown  
on the plat of record in Plat Book 49, Page 70;

thence along said westerly right-of-way line,  
being the arc of a curve to the left (Sub-delta =  $3^{\circ} 30' 29''$ , Radius = 408.15 feet), a chord bearing and  
distance of South  $49^{\circ} 03' 38''$  West, 24.99 feet to an  
iron pin at a point of compound curvature;

thence continuing along said right-of-way line  
being the arc of a curve to the left, (Delta =  $26^{\circ} 3' 57''$ , Radius = 250.00 feet), a chord bearing and distance  
of South  $34^{\circ} 16' 25''$  West, 112.76 feet to an iron pin  
at a point of compound curvature;

thence continuing along said right-of-way line  
being the arc of a curve to the left, (Delta =  $12^{\circ} 6' 09''$ , Radius = 830.00 feet), a chord bearing and distance  
of South  $14^{\circ} 46' 22''$  West, 186.99 feet to an iron pin  
at a point of tangency;

thence continuing along said right-of-way line,  
South  $8^{\circ} 18' 18''$  West, 84.81 feet to a point of curva-  
ture of a curve to the left;

thence continuing along said right-of-way line,  
being the arc of said curve (Delta =  $17^{\circ} 41' 49''$ ,  
Radius = 1230.00 feet), a chord bearing and distance of  
South  $0^{\circ} 32' 37''$  East, 378.40 feet to an iron pin at a  
point of reverse curvature;

thence continuing along said right-of-way line,  
being the arc of a curve to the right (Delta =  $60^{\circ} 47' 36''$ , Radius = 242.91 feet), a chord bearing and distance  
of South  $21^{\circ} 00' 17''$  West, 245.82 feet to an iron pin  
at a point of reverse curvature;

thence continuing along said right-of-way line,  
being the arc of a curve to the right (Sub Delta =  $42^{\circ} 07' 36''$ , Radius = 130.00 feet), a chord bearing and

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distance of South 30° 20' 17" West, 93.44 feet to an iron pin at the northeasterly corner of the Tennis Associates, Ltd., 2.529 acre tract;

thence along the northerly line of said 2.529 acre tract, North 86° 38' 37" West, 518.38 feet to the place of beginning, containing 17.958 acres, more or less.

Parcel V

Situate in the State of Ohio, County of Franklin, City of Columbus, being located in Quarter Township 2, Township 1, Range 18, United States Military Lands and being part of the 25.099 acre tract conveyed to Olentangy III Ltd., by deed of record in Deed Book 3556, Page 519, all references being to records in the Recorder's Office Franklin County, Ohio, and bounded and described as follows:

Beginning at an iron pin at the southeasterly corner of said 25.099 acre tract, the southwesterly corner of the 20.074 acre tract conveyed to Olentangy Development Co., by deed of record in Deed Book 3121, Page 474, and being in the northerly line of the 9.388 acre tract conveyed to Richard S. and Dorothy R. Zimmerman, by deed of record in Deed Book 1639, Page 452;

thence along said line of the Richard S. and Dorothy R. Zimmerman 9.388 acre tract, the northerly line of the 4.997 acre tract conveyed to Richard S. and Dorothy R. Zimmerman, by deed of record in Deed Book 1742, Page 363, and the northerly line of the 14.751 acre tract conveyed to Richard S. Zimmerman, by deed of record in Deed Book 3071, Page 678, North 86° 42' 12" West, 976.09 feet to a point in the easterly right-of-way line of Knightsbridge Boulevard (as conveyed to City of Columbus, by deed of record in Deed Book 3401, Page 125);

thence along said right-of-way line, being the arc of a curve to the left (Delta = 18° 49' 17", Radius = 175.00 feet), a chord bearing and distance of North 43° 11' 16" West, 57.23 feet to a point;

thence continuing along said right-of-way line, North 50° 42' 16" West, 151.26 feet to a point;

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thence continuing along said right-of-way line, being the arc of a curve to the right (Delta =  $104^{\circ} 00'$ , Radius = 70.0 feet), a chord bearing and distance of North  $0^{\circ} 35' 55''$  West, 110.32 feet to a point of reverse curvature at the southeasterly corner of that portion of Knightsbridge Boulevard of record in Plat Book 49, Page 70;

thence continuing along said right-of-way line, being the arc of a curve to the left (Delta =  $60^{\circ} 47' 36''$ , Radius = 302.91 feet), a chord bearing and distance of North  $21^{\circ} 00' 17''$  East, 306.54 feet to a point of reverse curvature;

thence continuing along said right-of-way line, being the arc of a curve to the right (Delta =  $17^{\circ} 41' 49''$ , Radius = 1170.0 feet), a chord bearing and distance of North  $0^{\circ} 32' 36''$  West, 359.94 feet to a point of tangency;

thence continuing along said right-of-way line, North  $3^{\circ} 18' 18''$  East, 84.81 feet to a point of curvature of a curve to the right;

thence along the arc of said curve (Delta =  $12^{\circ} 56' 09''$ , Radius = 770.0 feet), a chord bearing and distance of North  $14^{\circ} 46' 23''$  East, 173.48 feet to a point of compound curvature;

thence continuing along said right-of-way line, being the arc of a curve to the right (Delta =  $26^{\circ} 03' 57''$ , Radius = 190.0 feet), a chord bearing and distance of North  $34^{\circ} 16' 26''$  East, 85.69 feet to a point of compound curvature;

thence continuing along said right-of-way line, being the arc of a curve to the right (Delta =  $24^{\circ} 21' 32''$ , Radius = 348.15 feet), a chord bearing and distance of North  $59^{\circ} 29' 10''$  East, 146.90 feet to a point of compound curvature of a curve that connects said right-of-way line with the westerly right-of-way line of Jasonway Avenue (being 60 feet in width and dedicated by plat of record in Plat Book 49, Page 70);

thence along the arc of said curve, being a curve to the right (Delta =  $97^{\circ} 53' 47''$ , Radius = 20.0 feet), a chord bearing a distance of South  $59^{\circ} 23' 11''$  East, 30.17 feet to a point of reverse curvature;

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thence along the arc of said curve, being the westerly right-of-way line of Jasonway Avenue (Delta =  $16^{\circ} 43' 34''$ , Radius = 572.46 feet), a chord bearing and distance of South  $18^{\circ} 48' 04''$  East, 166.52 feet to a point of tangency;

thence continuing along said right-of-way line, South  $27^{\circ} 09' 51''$  East, 117.69 feet to a point of curvature of a curve to the left;

thence continuing along said right-of-way line, being the arc of said curve (Delta =  $16^{\circ} 36' 00''$ , Radius = 1730.0 feet), a chord bearing and distance of South  $35^{\circ} 27' 51''$  East, 499.47 feet to a point of tangency;

thence continuing along said right-of-way line, South  $43^{\circ} 45' 51''$  East, 26.00 feet to a point of curvature of a curve to the left;

thence continuing along said right-of-way line, being the arc of said curve (Sub-Delta =  $42^{\circ} 24' 10''$ , Radius = 580.0 feet), a chord bearing and distance of South  $64^{\circ} 57' 56''$  East, 419.51 feet to the northeasterly corner of the Olentangy III Ltd. 25.099 acre tract;

thence along the easterly line of said 25.099 acre tract, South  $3^{\circ} 19' 46''$  West, 467.09 feet to the place of beginning, containing 20.574 acres, more or less.

3. Division of Condominium Property. The Condominium Property is hereby divided into Two Hundred Thirty-Seven (237) freehold estates consisting of the Units and one freehold estate consisting of the Common Areas and Facilities.

#### ARTICLE III

##### NAME

The name by which this Condominium Property shall be known is OLENTANGY, THE CONDOMINIUM.

ARTICLE IVPURPOSES AND RESTRICTIONS ON THE USE  
OF CONDOMINIUM PROPERTY

1. Purposes. The purposes of the Condominium Property are to provide housing and recreational facilities for the Unit Owners, their respective families, tenants, guests, servants and other Occupants in accordance with the provisions of Chapter 5311.

2. Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied as follows:

(a) No part of the Condominium Property shall be used for a primary purpose other than private residential housing and the related common purposes for which the Condominium Property was designed or in any manner contrary to the restrictions, covenants and easements contained in this Declaration, the By-laws or the Rules.

(b) Except as is otherwise provided herein, there shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities (except Limited Common Areas and Facilities) without the prior written consent of the Association.

(c) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the cost or rates of insurance on the Buildings or any thereof, or contents thereof, applicable for residential use, 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 any Building, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority, this Declaration, the By-laws or the Rules. No waste shall be committed in the Common Areas and Facilities.

(d) No Unit Owner or Occupant shall cause or permit anything to be hung or displayed on the outside of windows or on balconies or placed on the outside walls of any Building, and no sign, awning, canopy, shutter, radio or television antenna or garage door opener shall be affixed to or placed upon the exterior

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walls or roof or on any other part of the Buildings; no alteration shall be made to any part of the Unit, nor shall anything be hung or displayed inside the Unit, in either case which is visible from the outside, without the prior written consent of the Association and subject to Rules intended to preserve the appearance of the Condominium Property.

(e) No animals or birds of any kind shall be raised, bred or kept in any Unit or in the Common Areas and Facilities, except that birds, dogs and cats may be kept in Units, subject to the Rules, 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 disturbance shall be permanently removed from the Condominium Property upon five (5) days' written notice from the Association.

(f) No unlawful, 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 unreasonable annoyance or nuisance to the other Unit Owners or Occupants.

(g) Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of the Buildings or any thereof or which would structurally change the Buildings or any thereof except as is otherwise provided herein.

(h) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas and Facilities including the Limited Common Areas and Facilities and Exclusive Use Areas. The Common Areas and Facilities, Limited Common Areas and Facilities and Exclusive Use Areas shall be kept free and clear of all rubbish, debris and other unsightly materials.

(i) Except in areas specifically designed and intended for such purpose and subject to the Rules, there shall be no playing, lounging or parking or placing of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in or on any part of the Common Areas and Facilities other than Limited Common Areas and Facilities.



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(j) No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, educational, charitable or other purposes shall be conducted, maintained, or permitted on any part of the Condominium Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Unit Owner on any part of the Condominium Property or in any Unit therein, except that (i) the Developer or its agent may place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and may place such other signs anywhere on the Condominium Property as may be required to facilitate the sale of unsold Units; (ii) the Association or its agent or representative may place "For Sale" or "For Rent" signs on any Unit or on the Condominium Property for the purpose of facilitating the disposal of Units by any Unit Owner, mortgagee, or the Association; (iii) the Developer or its agent, so long as any residential units to be added as Additional Property are under construction or remain unsold, may maintain a sales office, a construction office and one or more model units in the Condominium Property and conduct from the sales office sales operations relating solely to the sale of Ownership Interests; and (iv) if and to the extent permitted by applicable zoning ordinances, any Unit Owner may establish an office ancillary to a principal office maintained elsewhere or conduct an occupation or profession from the Unit of the type normally maintained or conducted in a private residence and incidental to the principal residential use of the Unit, provided that no sign or advertising device relating thereto shall be maintained on any part of the Condominium Property and such office, occupation or profession does not interfere with or disturb the use and enjoyment of the Condominium Property by other Unit Owners.

(k) Except by the Developer and its representatives or agents in the course of construction and alteration of Units and Common Areas and Facilities, nothing shall be altered, constructed or erected in, removed from or added to the Common Areas and Facilities, except with the 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) No Unit shall be rented by a Unit Owner for transient or hotel purposes, which shall be defined as

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(i) rental for any period less than ninety (90) days, or (ii) any rental if the Occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing restrictions, Unit Owners shall have the right to lease their respective Units, provided that each such lease is made subject to the covenants and restrictions in this Declaration and the By-laws and to the Rules.

#### ARTICLE V

##### GENERAL DESCRIPTION OF BUILDINGS

A general description of the Buildings constituting a part of the Condominium Property is as follows:

The Buildings are of wood frame construction with engineered wood roof trusses and pitched roofs of fiberglass seal down shingles. Twenty-five Buildings contain 236 units and a single Unit is included as part of the lodge or community building which is similar in construction and materials to the other Buildings containing Units. Exterior wall surfaces of the Buildings containing Units consist of face brick, stone, stucco and aluminum siding with a variety of wood trim detailing. Windows and patio doors are of aluminum construction with single glazing. Masonry firewalls occur at intervals so as to enclose two Units. Some Units in Buildings 3, 11, 12 and 13 have enclosed two car garages of wood frame construction with concrete floors, each with an overhead and pedestrian entry door. Basement walls are of concrete block. Twelve open carports form part of the property with 4" galvanized steel columns and roofs of ribbed, galvanized sheet metal.

#### ARTICLE VI

##### UNITS

1. Designation of Units. Each Unit shall constitute a freehold estate and shall consist of the space between the horizontal and vertical planes formed by the undecorated interior surfaces of its perimeter walls, lowest floor, whether at, above or beneath grade level, and uppermost ceiling, projected, where appropriate, if any pipes, ducts, wires, conduits or structural divisions such as

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interior walls, floors or partitions intervene, all as shown in the Drawings; windows and doors in the perimeter walls and the door in the uppermost ceiling of a Unit shall be part of the Unit. Without limiting the generality of the foregoing, each Unit shall include (a) any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors or ceilings, including, without limitation, plaster, paint, lacquer, varnish, wallpaper, tile and paneling, (b) the receptacle and switch plates or covers within the bounds of the Unit, (c) any heating and air conditioning equipment for the service of the Unit including, without limitation, all boilers, furnaces, water heaters, compressors, ducts, pipes, wires and controls relating thereto, whether located within the bounds of the Unit or not, but not including any enclosure within which the same may be located and any space occupied thereby if located outside the bounds of the Unit and (d) the space occupied by any Common Areas and Facilities located within the bounds of the Unit; but no Unit shall include any Common Areas or Facilities located within the bounds of such Unit. The Units forming a part of the Condominium Property are more particularly described in the Drawings and are designated as shown on Exhibit C attached hereto and made a part hereof. No Unit Owner shall, by deed, plat or otherwise, subdivide or in any manner cause his Unit to be separated into tracts or parcels smaller than the whole Unit as shown on the Drawings.

2. Ownership of a Unit. Except with respect to any of the Common Areas and Facilities located within the bounds of a Unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of an undivided interest in the Common Areas and Facilities in the percentage expressed in Article VII hereof.

## ARTICLE VII

### COMMON AREAS AND FACILITIES

1. Description. Except as otherwise in this Declaration provided, the Common Areas and Facilities shall consist of all parts of the Condominium Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not:

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- (a) the foundations, columns, joists, beams, supports, supporting walls, floors and roofs of the Buildings;
- (b) yards, gardens, trees, shrubbery, driveways, terraces, decks and parking areas and tree lawns and parking spaces included in any right of way;
- (c) utility or other installations, if any, serving more than one Unit (to the extent not owned by a municipality or utility providing such service), such as power, light, gas, hot and cold water, heating and air-conditioning, and all pipes, ducts, wires, cables, conduits, receptacles, switches, grills, thermostats and control devices which are a part of, connected to, or used in conjunction with any of the foregoing;
- (d) all other parts of the Condominium Property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Drawings; and
- (e) all repairs and replacements of any of the foregoing.

2. 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 maintainable, except as specifically provided in Chapter 5311, nor may any Unit Owner otherwise waive or release any rights in the Common Areas and Facilities; provided, however, that if any Ownership Interest shall be owned by two or more co-owners nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Ownership Interest as between such co-owners.

3. Use of Common Areas and Facilities.

Each Unit Owner and Occupant shall have the right to use the Common Areas and Facilities (other than Limited Common Areas or Exclusive Use Areas reserved exclusively for another Unit Owner or Unit Owners) 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

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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 By-laws and (iii) the Rules.

4. Interest in Common Areas and Facilities. Until amended as provided in Article XXII, the percentage of interest in the Common Areas and Facilities of each Unit has been determined by the Developer in accordance with the provisions of Chapter 5311 on the basis of the par value of the Units which has been established by the Developer on the basis of the relative size and type of all Units included in the Condominium Property, and is as shown on Exhibit C attached hereto and made a part hereof.

The undivided percentage of interest of the Unit Owners in the Common Areas and Facilities and the fee title to the respective Units shall not be separated or separately conveyed, encumbered, inherited or divided, and each undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such Unit.

#### ARTICLE VIII

##### LIMITED COMMON AREAS AND FACILITIES AND EXCLUSIVE USE AREAS

1. Limited Common Areas and Facilities. Each Unit Owner is hereby granted an irrevocable license to use and occupy the Limited Common Areas and Facilities reserved for the use of his Unit. The Limited Common Areas and Facilities shall consist of (a) the patios, enclosed garages, balconies, entry steps and courts, any enclosure outside the bounds of the Unit within which is located heating or air conditioning equipment for the use of one or more Units and the enclosed space above the second floor of any Unit, the use and occupancy of which shall in each case be limited to the appurtenant Unit or Units, and (b) all other of the Common Areas and Facilities as may be located within the bounds of a Unit which are intended for the exclusive service of the Unit, the use and occupancy of which shall in each case be limited to such Unit. No Unit Owner shall decorate, landscape, erect any structure on or otherwise improve or modify any portion of the Limited Common Areas and Facilities except upon approval of the Board and subject to the Rules.

2. Exclusive Use Areas. Each Unit Owner is hereby granted an exclusive but revocable license to use and enjoy such Exclusive Use Areas as the Association may allocate to such owner which shall include, in the case of certain Units, one enclosed storage space located in the Building containing such Unit as shown on the Drawings and, in the case of Units without garages, not less than one covered parking space, identified by number; provided, however, that the Association may at any time and from time to time revoke such license and re-assign the use of such areas in accordance with such standards as it may establish from time to time (except that parking spaces assigned to Units owned by the Developer may not be re-assigned without the consent of the Developer). The Association may require that maintenance of any Exclusive Use Area shall be the sole responsibility of the licensee.

#### ARTICLE IX

##### ASSOCIATION

Not later than the date the deed or other evidence of ownership is filed for record following the sale of the first Ownership Interest, the Developer shall cause to be formed an Association, which may be an Ohio not for profit corporation, for the administration of the Condominium property, to be called Olentangy Condominium Association or a name similar thereto, which shall administer the Condominium Property subject to the provisions of Article XIII hereof. Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition by such member of his Ownership Interest, at which time the successor Unit Owner shall become a member of the Association. Voting rights of Unit Owners shall be apportioned on the basis of one (1) vote for each Unit in the Condominium. The Association shall be governed by By-laws in the form of the By-laws attached hereto as Exhibit A, which By-laws may be amended from time to time as therein provided. The By-laws may contain, in addition to the provisions required to be included therein by Chapter 5311, any further provisions permitted by law, deemed by the Association to be desirable and not inconsistent with this Declaration.

#### ARTICLE X

##### AGENT FOR SERVICE OF PROCESS

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Richard Bauerle, a natural person resident in the county in which the Condominium Property is situated, and whose address is 688 Jasonway, Columbus, Ohio 43214, is hereby appointed as the agent to receive service of process for the Association. In the event that the Association is an Ohio not for profit corporation and Richard Bauerle is not registered with the Secretary of State of the State of Ohio as the Statutory Agent thereof, the person to receive such service shall be the duly appointed statutory agent for such corporation.

#### ARTICLE XI

##### GENERAL PROVISIONS AS TO UNITS AND COMMON AREAS AND FACILITIES

1. 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 Developer, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Ownership Interest, and any other person having an interest in the Condominium Property, or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons, the Occupants of a Unit and the respective licensees and invitees of Occupants and Unit Owners:

(a) Encroachments. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the Buildings or improvements constituting a part of the Condominium Property, any part of the Common Areas and Facilities shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Areas and Facilities, or any part of a Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utility systems within the Condominium Property, any pipes, ducts or conduits serving a Unit shall encroach upon any other Unit, easements in favor of the Unit Owner or Association, as the case may be, for the maintenance of any such encroachment are hereby established so long as all or any part of the Building containing such Unit shall remain standing; 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 the Units and Common Areas and Facilities, including Limited Common Areas and Facilities, for access as may be necessary for the purpose of maintaining the Common Areas and Facilities and erecting in the Common Areas and Facilities, other than Limited Common Areas and Facilities, mechanical, maintenance, storage or other facilities in connection with the performance of its duties hereunder. 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 or services now or hereafter existing for the service of the Unit and for the use of television antennas, subject to the provisions of Article IV, subparagraph 2(d) hereof, on the roofs comprising part of the Common Areas and Facilities. Easements in favor of each Unit Owner to hang pictures, mirrors and the like upon the walls of his Unit.

(c) Utility Easements. Easements in favor of the Association through the Units and the Limited Common Areas and Facilities for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, cables, ducts, conduits, public utility lines or structural components through or in the walls of the Units.

(d) Access and Use Easements for the Additional Property. Easements in favor of the Developer and its successors and assigns in the use and enjoyment of the Additional Property, including tenants, unit owners or other residents thereon, reserved over the Parcel for the benefit of the land constituting part of the Additional Property, for necessary access to the Buildings and other improvements thereon, and for the use of the recreational facilities located on the Parcel, subject to the Rules.

(e) Future Easements to Others. Such easements as the Association from time to time may hereafter grant to others over the Condominium property for utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and television and electrical conduits, cables and wire over, under and along any portion of the Common Areas and Facilities, provided that it shall be a condition precedent to the use and enjoyment of any such easements that the owner or owners of land benefited thereby shall, at its or their expense, restore the Common Areas and Facilities to the same



condition as existed just prior to the installation of any such utility improvements. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying such Ownership Interest, or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints the Association, if the same has been formed, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagees such easements or other instruments as may be necessary to effect the foregoing.

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 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.

2. Use of Common Areas and Facilities. No person shall use the Common Areas and Facilities or any part thereof in any manner contrary to or not in accordance with this Declaration or the Rules pertaining thereto.

3. Management, Maintenance Repair and Replacement of Common Areas and Facilities. Except as otherwise provided herein or in the Rules, the management, maintenance, repair and replacement of the Common Areas and Facilities shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to one or more independent contractors or 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 one (1) year in duration (but terminable by either party for cause on not more than thirty days notice and without cause on not more than ninety (90) days notice), which contracts 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 one (1) year in duration, or enter into a new management contract for an additional period not in excess of one (1) year, or designate a different managing agent. Anything herein to the contrary notwithstanding, neither Developer (or any other entity designated by Developer to act in such capacity)

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nor any other managing agent shall be employed as the managing agent for a period ending later than one (1) year after the date control of the Association vests in Unit Owners other than the Developer in accordance with Article XIII, unless such employment has been authorized by vote of the Unit Owners as provided in the By-laws following such assumption of control.

4. Maintenance of Units. (a) The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of the Common Areas and Facilities located within the bounds of a Unit, excluding, however, (i) the interior surfaces of any walls, floors and ceilings and (ii) other portions of the Common Areas and Facilities within its bounds the maintenance, repair or replacement of which may be the responsibility of a Unit Owner under any other provision of this Declaration; provided, however, that the Association shall, at its expense, repair any damage to a Unit incurred as a result of carrying on any such maintenance, repair or replacement activities within the bounds of a Unit.

(b) The responsibility of each Unit Owner shall be as follows:

- (1) to maintain, repair and replace at his expense all portions of his Unit including the windows and doors, and all installations within or constituting part of the Unit, whether or not located within the bounds of the Unit, such as appliances, plumbing, electrical, heating and air conditioning fixtures or installations (including, without limitation, air compressors and hot water heaters located outside the bounds of a Unit) and any portion of any other utility service facilities located within or constituting part of such Unit and not constituting a part of the Common Areas and Facilities;
- (2) to maintain, repair and replace at his expense such portions of any Exclusive Use Area licensed, granted or otherwise assigned to such owner, as the Association shall from time to time determine and to maintain, repair and replace the interior of any Limited Common Area appurtenant to his Unit, such as the garages, and any glass areas forming a part thereof;

- (3) to perform his responsibilities in such manner so as not unreasonably to disturb other Unit Owners or Occupants;
- (4) not to paint or otherwise finish or decorate or change the appearance of any portion of any Building not within the bounds of the Unit, without the prior written consent of the Association;
- (5) to report promptly to the Association or to its managing agent any defect or need for repairs of which he has knowledge, the responsibility for the remedying of which is with the Association;
- (6) not to make any alterations in any portion of any Building which is to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything, within or without the Unit, which would or might alter the design, appearance, or location of Common Areas and Facilities or jeopardize or impair the safety or soundness of any Building without the prior written consent of the Association;
- (7) not to impair or obstruct any easement without the prior written consents of the Association and of the Unit Owner or Owners for whose benefit such easement exists; and
- (8) to observe, fulfill and perform all other obligations of a Unit Owner as set forth in this Declaration or in the By-laws or the Rules;
- (9) to pay all costs for utility services furnished to his Unit or to the Limited Common Areas and Facilities designated for his use and separately metered and charged to the Unit Owner.
- (10) To perform all work required by a Unit Owner promptly and in a good workmanlike manner, using materials of equivalent or better quality than originally used and competent and qualified labor.

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(c) Nothing herein contained shall be deemed to impose any contractual liability on the Association for the maintenance, repair or replacement of the Common Areas and Facilities or any portion thereof, but the Association's Liability shall be limited to damages resulting from negligence.

(d) No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of a Unit Owner or his agent, contractor or subcontractor shall create any right to file a statement of mechanic's lien against the Unit of any other Unit Owner not expressly consenting to or requesting the same or against any interest in the Common Areas and Facilities except as to the undivided interest therein appurtenant to the Unit of the Unit Owner for whom such labor shall have been performed and such materials shall have been furnished. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners from and against liability or loss arising from the claim of any lien against the Unit, or any part thereof, of any other Unit Owner for labor performed or for materials furnished in connection with work on such Unit Owner's Unit. At the written request of any Unit Owner, the Association shall enforce such indemnity by collecting from the Unit Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such lien, including all costs incidental thereto, and obtain a discharge of the lien. Such collection shall be made by levy of a Charge.

5. Repairs to Common Areas and Facilities and Owner's Acts. Each Unit Owner agrees to repair or replace at his expense all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of his own or his Occupant's act or neglect, or by the act or neglect of any tenant, guest, invitee, or servant of such Unit Owner or Occupant and the Association may, but shall not be obligated to, repair or replace any property so damaged or destroyed and collect from such Unit Owner the cost and expense thereof as a Charge which shall be a lien against such Unit Owner's Ownership Interest enforceable in the same manner as provided for liens for Common Assessments.

6. Construction Defects. The obligation of the Association and of Unit Owners to repair, maintain and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited or discharged by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or

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patent defects in material or workmanship in the construction of the Condominium Property; provided, however, that the undertaking of maintenance, repair or replacement by the Association and/or the Unit Owners shall not constitute a waiver of any rights against any warrantor, but such rights shall be specifically reserved.

7. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantees of material and workmanship furnished by any contractor or subcontractor 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 obligations hereunder.

## ARTICLE XII

### COMMON EXPENSES AND ASSESSMENTS

1. Obligation of Unit Owners to Pay Assessments. The Common Profits and Common Surplus of the Condominium Property shall be refunded or credited to Unit Owners against future Common Assessments and the Common Expenses and Common Losses shall be charged to the Unit Owners by Common Assessments according to the percentages of interest in the Common Areas and Facilities of their respective Units. Every Unit Owner shall pay his proportionate share of Common Assessments and any Charge levied against him and no Unit Owner shall exempt himself from liability for Assessments by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit.

2. Failure to Pay Assessments When Due. In the event any Unit Owner fails to pay any Assessment made by the Board within ten (10) days after the same shall have become due and payable, the Board may, in its discretion, discontinue any or all services to the Unit owned by such Unit Owner the cost of which may be included as a part of the Common Expenses. Any Assessment not paid within ten (10) days after the same shall have become due and payable shall bear interest at such rate, not in excess of the maximum allowed by law, as may be determined by the Board until the same shall have been paid.

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3. Statement of Unpaid Expenses. Any prospective grantee or mortgagee of an Ownership Interest may request in writing a written statement from the Board or managing agent of the Association setting forth the amount of unpaid Assessments with respect to the Ownership Interest to be sold or encumbered, and the Board shall, within ten (10) days after receipt of such request, furnish such a statement. In case of a sale of any Ownership Interest, no grantee shall be liable for, nor shall any Ownership Interest be subject to a lien for, any unpaid Assessments which became due prior to the date of the making of such request if such unpaid Assessments are not set forth in such statement or if such statement is not so furnished. In the case of the creation of any encumbrance, any lien of the Association for any unpaid Assessment which became due prior to the date of the making of such request shall be subordinate to such encumbrance if such unpaid Assessment is not set forth in such statement or if such statement is not so furnished.

4. Responsibility of Unit Owners for Unpaid Assessments. Except as otherwise provided in paragraph 3 of this Article XII, in the case of any voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. A Unit Owner shall be personally liable for all Assessments made while he is the owner of a Unit, and no Unit Owner shall be liable for any such Assessments made after he ceases to be the Owner of a Unit. As used in this paragraph, "grantor" shall include a decedent and "grantee" shall include a devisee or intestate heir of said decedent.

5. Lien for Unpaid Assessments. The Association shall have a lien upon each Unit Owner's Ownership Interest for the payment of all Assessments, whether for Common Assessments, Special Assessments or Charges, levied by the Association against the Unit constituting a part of such Ownership Interest which remain unpaid for ten (10) days after the same have become due and payable, in like manner and with the same effect as the lien of the Association for Common Expenses accorded by Chapter 5311, from the time a certificate therefor is filed with the Recorder 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 Assessments and shall be subscribed by the President of the Association. Such lien shall remain

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valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge all or any portion of such lien as provided in paragraph 7 of this Article XII.

6. Priority of Association's Lien. The lien provided for in paragraph 5 of this Article XII shall take priority over any lien or encumbrance 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 given to him by the Board. In any such foreclosure action, the Unit Owner of 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.

7. Dispute as to Assessments. 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 for Franklin County, Ohio, for the discharge of all or any portion of such lien.

8. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where a First Mortgagee acquires an Ownership Interest as a result of foreclosure of the first mortgage or of the acceptance of a deed in lieu of foreclosure, such First Mortgagee, its successors and assigns, shall not be liable for the Assessments levied against such Unit which were levied prior to the acquisition of an Ownership Interest in such Unit by such mortgagee. Such Assessments shall be deemed to be Common Expenses and shall be levied against all of the Unit Owners including that of such acquiring First Mortgagee, its successors and assigns at the time of the first Assessment next following the acquisition of title by such First Mortgagee. The foregoing to the contrary notwithstanding, where a purchaser of a Unit, other than an acquiring First Mortgagee as aforesaid, acquires title to the Unit as a result of



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foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall be liable for the share of the Assessments chargeable to such Unit which became due prior to the acquisition of title to any such Unit by any such acquirer.

9. Developer's Obligation to Pay Assessments.

In accordance with the requirements of Chapter 5311, the Developer will assume the rights and obligations of a Unit Owner for all unsold Units, including, without limitation, the obligation to pay Common Assessments attaching to each such unsold Unit owned by Developer from and after the date this Declaration is filed for record until the date of sale of each such Unit.

ARTICLE XIII

DEVELOPER'S AND UNIT OWNERS' RIGHTS  
PENDING TRANSFER OF CONTROL TO UNIT OWNERS

Until the date which is thirty (30) days after the date on which Developer shall have sold and conveyed to purchasers in good faith for value Ownership Interests in Olentangy, The Condominium to which appertain seventy-five percent (75%) of the percentages of interest in the Common Areas and Facilities or until the date five (5) years from the date this Declaration is filed for record, whichever is earlier, Developer shall exercise the powers, rights, duties and functions of the Association and the Board, including, without limitation, the power to determine the amount of, and to levy Assessments and Charges and, except as herein provided, to appoint and remove members of the Board or officers of the Association. On a date specified by the Developer, which date shall be within thirty (30) days after the date determined as provided above, the Association shall hold its first annual meeting of members and elect all members of the Board who shall take office upon election. Not later than the date on which Ownership Interests to which appertain twenty-five percent (25%) of the total of the percentages of interest in the Common Areas and Facilities have been sold and conveyed by the Developer, members of the Association shall meet at the call of the Developer, upon notice as and for a special meeting, and Unit Owners other than the Developer shall elect not less than twenty-five percent (25%) of the members of the Board. Not later than the date on which Ownership Interests to which appertain fifty percent (50%) of the total percentages of interest in the Common Areas and Facilities, have been sold and conveyed



by the Developer, members of the Association shall meet at the call of the Developer, upon notice as and for a special meeting, and Unit Owners, other than the Developer, shall elect not less than thirty-three and one-third percent (33 1/3%) of the members of the Board, all as provided in and subject to the By-laws. For the purposes of this paragraph the percentages of interest of Unit Owners shall be determined as though the condominium contained the One Thousand and Sixty-four (1,064) Units authorized as the maximum number of Units which may be included as part of the Condominium Property as provided in Article XXII hereof, even though the Condominium Property is to be developed in multiple Phases.

#### ARTICLE XIV

##### PURCHASE OF UNIT OF DISSENTING OWNER UPON REHABILITATION

In the event that the Association decides to have the Condominium Property renewed and rehabilitated as provided in Chapter 5311, any Unit Owner who does not vote for such renewal and rehabilitation may elect to receive the fair market value of his Ownership Interest, less the amount of any liens and encumbrances thereon to be assumed, in accordance with the provisions of Article XVII hereof.

#### ARTICLE XV

##### SALE OF CONDOMINIUM PROPERTY

The Unit Owners, by the affirmative vote of those entitled to exercise not less than 75% of the voting power, may elect to sell the Condominium Property as an entirety. Any such election shall be binding upon all Unit Owners and all Unit Owners shall thereupon execute and deliver all such instruments and perform all such acts as may be necessary to effect such sale, provided, however, that any Unit Owner who does not vote for such sale may elect to receive the fair market value of his Ownership Interest, less the amount of any liens and encumbrances thereon in accordance with the provisions of Article XVII hereof.

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ARTICLE XVI

REMOVAL OF PROPERTY FROM  
PROVISIONS OF CHAPTER 5311

Anything in Chapter 5311 to the contrary notwithstanding, the Unit Owners, by the affirmative vote of those entitled to exercise not less than 75% of the voting power, may elect to remove the Condominium Property from the provisions of Chapter 5311. Any Unit Owner who does not vote for such removal may elect to receive the fair market value of his Ownership Interest, less the amount of any liens and encumbrances thereon, in accordance with the provisions of Article XVII hereof.

ARTICLE XVII

PROCEEDINGS CONCERNING DISSENTING OWNERS

1. Election to Receive Fair Market Value. Any Unit Owner who is entitled to notice of a meeting called to act upon any of the matters mentioned in Articles XIV, XV and XVI hereof and who does not vote in favor of such matters shall be entitled, upon complying with the provisions of this Article, to receive the fair market value of his Ownership Interest as of the date such vote is taken, less the amount of any liens and encumbrances thereon. Such Unit Owner, in order to become entitled to such receipt, shall serve a written demand therefor upon the President or other chief officer of the Association within five (5) days after receiving notice of such vote. The Unit Owner shall specify in said demand his name and address, the Unit of which he is the owner and with respect to which such demand is made, the amount claimed by him as constituting such value, and the amount of such liens and encumbrances thereon. If the Board is unwilling to pay the amount so demanded, the Board may, on behalf of the Association, within ten (10) days after the service of such written demand, so notify the Unit Owner and make a counter offer of a different amount as the fair market value of the Ownership Interest as to which demand has been made in compliance herewith. The fair market value of the Ownership Interest involved in the demand by the Unit Owner shall be deemed to be the amount demanded by him if he has complied with the provisions of this Article, or if the Association as aforesaid has made a counter offer of a different amount, then the amount specified in such counter offer, unless either (a) the Board and the Unit Owner at any time within twenty (20) days after the service of such

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demand agree upon a different amount or (b) either the Unit Owner or the Association, 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 the fair market value of such Unit shall be made by the appraisal procedure set forth in paragraph 2 of this Article XVII. The fair market value, determined as therein provided, of such Ownership Interest less the amount of any liens and encumbrances thereon as above provided shall be paid to the Unit Owner in return for a conveyance of his Ownership Interest, subject to any liens and encumbrances thereon, to the President or chief officer of the Association as trustee for all other Unit Owners. Such conveyance and payment of the consideration therefor shall be made within ten (10) days after the service of the aforesaid written demand by the Unit Owner unless the Association has made a counter offer as above provided, in which event such conveyance and payment shall be made within ten (10) days after the fair market value of the Ownership Interest has been agreed upon or determined by said board of appraisers, as the case may be. Such payment shall be levied as a Charge to the Unit Owners who have not elected to receive the fair market value of their Units in the proportion which the percentage of interest of each bears to the aggregate of the percentages of interest of all such Unit owners not so electing.

2. Determination of Fair Market Value by Appraisal. If the Board and any Unit Owners desire to determine the fair market value of an Ownership Interest by appraisal, the fair market value shall be determined by the majority vote of a board of three appraisers, one of whom shall be appointed by the Unit Owner or proposed transferee, and one of whom shall be appointed by the Board, each such appointment to be made within five (5) days after the receipt by the other party of the aforesaid notice, and the third of whom shall be appointed by the first two appraisers 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 or such transferee and the Board.

#### ARTICLE XVIII

##### REMEDIES FOR BREACH OF COVENANTS AND RULES

If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall violate any

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covenant or provision herein or in the By-laws contained or any of the Rules, the Association shall have the right, in addition to the rights provided by law (a) to 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 thereof or hereof, and the Association, or its agent, shall not thereby be deemed guilty in any manner of trespass or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to levy a Charge against such Unit owner which may, but need not be, related to the expense of curing or correcting such violation and may be in the nature of a fine or penalty, provided that, in such latter event, a schedule of uniform fines or penalties has been theretofore approved by the Board.

#### ARTICLE XIX

##### INSURANCE

1. Insurance. The insurance which shall be carried upon the Condominium Property shall be governed by the following provisions:

(a) Casualty Insurance. The Buildings, all the Units, and all other insurable improvements comprising the Common Areas and Facilities and all personal property as may be owned by the Association shall be insured by the Association in an amount equal to 100% of the current replacement cost thereof, exclusive of excavation and foundations. Such coverage shall afford protection against the following:

(i) loss or damage by fire and other hazards covered by standard fire and extended coverage endorsement including coverage for the payment of Common Expenses with respect to damaged Units during reconstruction thereof, if available at reasonable premium cost; and

(ii) 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 (not including sewer back up or surface water damage), subject to such deductible amounts not in excess of \$1,000 as the Board shall determine. 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. All Casualty Insurance policies shall be purchased by the Association for the benefit of the Developer, the Association, the Unit Owners and their respective mortgagees, as their interests may appear, and shall provide (a) for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the Units, if any; and (b) that the insurer waives its rights of subrogation against the Unit Owners, their respective families, tenants, guests and servants, Occupants, the Developer, the Association, the Board, any managing agent and all persons lawfully in possession or control of any part of the Condominium Property for recovery against them or any of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy. Such Casualty Insurance policies and any endorsements thereto shall be deposited with the Association or with the Insurance Trustee (as hereinafter defined), if one is appointed, who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. All proceeds payable under the Casualty Insurance as a result of casualty losses shall be paid to the Association as exclusive agent for each of the Unit Owners and each holder of a mortgage or other lien upon any Unit unless the Board determines to appoint an Insurance Trustee in accordance with paragraph 1(e) of this Article XIX.

(b) Liability Insurance. The Association shall insure itself, the members of the Board, the Unit Owners and their respective families, tenants, guests and servants and the Occupants against liability for bodily injury, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or related to the Common Areas and Facilities, including without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000) with respect to bodily injury, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000) with respect to any one occurrence, and to the limit of not less than One

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Million Dollars (\$1,000,000) with 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. In the event the insurance effected by the Association on behalf of the Unit Owners and Occupants against liability for bodily injury or property damage arising from or relating to the Common Areas and Facilities shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the Common Areas and Facilities shall have a right of contribution from other Unit Owners according to their respective percentages of interest in the Common Areas and Facilities.

(c) Other Insurance. The Board shall also have the authority to and shall obtain the following insurance:

(i) Such workmen's compensation insurance as may be necessary to comply with applicable laws.

(ii) Employer's liability insurance in such amount as the Board shall deem desirable.

(iii) Fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Unit Owners in such amount as the Board shall deem desirable.

(iv) Directors and Officers liability insurance.

(v) Such other insurance in such reasonable amounts as is required under Chapter 5311 or the Board shall deem desirable.

(d) Premiums and Cancellation. Premiums upon insurance policies purchased by the Association shall be paid by the Association at least thirty (30) days prior to the expiration of such policies and shall be assessed as Common Expenses. To the extent possible, all insurance policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice

to the Association and First Mortgagees who specifically request such notice.

(e) Unit Owner Insurance. Each Unit Owner may obtain his own insurance on the contents of his own Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Condominium Property, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Unit Owners. Each Unit Owner shall promptly report, in writing to the Board, all additions, alterations or improvements to his Unit without prior request from the Board and shall reimburse the Board for any additional insurance premiums attributable thereto, and shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Unit Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Unit Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

(f) Insurance Trustee. At the direction of the Board, the Board may in writing designate and appoint an insurance trustee who shall be a bank in Columbus, Ohio having trust powers and total assets of more than \$50,000,000. (Such trustee shall be herein referred to as the "Insurance Trustee".) The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners, and their respective mortgagees. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired, which such certificate shall be delivered, upon request of the Insurance Trustee, as soon as practicable.



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(g) Waiver of Subrogation. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its directors and officers, the Developer, the manager and the managing agent if any, and their respective employees and agents, for damage to the Common Areas and Facilities, the Units, or to any personal property located in the Units or Common Areas and Facilities, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

2. Responsibility for Reconstruction or Repair.

If any portion of the Common Areas and Facilities or a Unit (except additions, alterations or improvements to a Unit which are not reported to the Board as required by Section 1(d) of this Article XIX) shall be damaged by perils covered by the Casualty Insurance, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the funds made available to the Association (or the Insurance Trustee if one has been appointed) as hereinafter provided, and any such reconstruction or repair shall be substantially in accordance with the Drawings; provided, however, if such damage renders ten percent (10%) or more of the Units within the Condominium Property untenable, the Unit Owners may, by the vote of those entitled to exercise not less than 75% of the voting power, which vote shall include the affirmative votes of one hundred percent (100%) of the Unit Owners of such damaged Units elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after 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 an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, 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.



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3. Procedure for Reconstruction or Repair.

(a) 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 condition as good as that before the casualty. Such costs include professional fees and premiums for such bonds as the Board deems necessary.

(b) 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 and premiums, if any) one or more Special Assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such Special Assessments shall be deposited with the Association or the Insurance Trustee as the case may be.

(c) The proceeds of the Casualty Insurance referred to in Subparagraph 1(a) of this Article XIX and the sums deposited from collections of Special Assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be applied to the payment of the cost 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, or the Insurance Trustee as the case may be, shall make such payments upon receipt of a certificate, dated not more than fifteen (15) days prior to such request, signed by an architect in charge of the work, who shall be selected by the Association, setting forth (1) that the sum then requested 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, 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 such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund 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

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such costs 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 or disbursed to the Association.

(d) In the event the estimated cost of reconstruction and repair is less than the total of the Common Assessments made during the calendar year preceding that in which the casualty occurred, then, notwithstanding the appointment of an Insurance Trustee as herein provided, the construction fund may be disbursed upon the order of the Board; provided, however, that at the request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such proceeds shall be disbursed by the order of the Board in the manner provided for disbursement in subparagraph (c) above.

(e) 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 Subparagraph 1(a) of this Article XIX, except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of such Unit.

## ARTICLE XX

### GENERAL PROVISIONS

1. Service of Notices on the Board. Notices required to be given to the Board or the Association may be delivered to any two members of the Board or to the chief officer of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or officer at their respective Units.

2. Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered either personally or by certified mail, with postage prepaid, to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

3. Compliance with Covenants. All Unit Owners and occupants shall comply with all covenants, conditions and restrictions set forth in any deed to which they are

subject or in the Declaration, the By-laws or Rules, as any of the same may be amended from time to time.

4. Non-Waiver of Covenants. No covenants, conditions or restrictions, obligations, or provisions contained in this Declaration, the By-laws or the Rules 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.

5. Waiver of Damages. Except as otherwise provided by Chapter 5311 or this Declaration, neither the Developer nor any of the Developer's employees, agents, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with the authority granted or delegated to the Developer by or pursuant to this Declaration or the exercise of the powers, duties and functions of the Association, the Board or the officers thereof for the period specified in Article XIII, whether or not such claim (i) shall be asserted by any Unit Owner, Occupant, the Board, the Association, or by any person or entity claiming by or through any of them, (ii) shall be on account of personal injury or property damage however caused or (iii) shall arise ex contractu or (except in the case of willful misconduct or gross negligence) ex delictu.

6. Headings. The heading to each Article and to each paragraph hereof is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.

7. 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 any other provision of this Declaration.

8. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) any rule against perpetuities or any analogous provision, (b) any rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limitations, then such provisions shall continue in effect for only twenty-one (21) years after the death of the last survivor of the now living descendants of Ronald Reagan, President of the United States.

9. Covenants to Run with Land. All easements, rights, covenants, conditions, reservations and restrictions set forth in this Declaration are appurtenances, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Developer, the Developer's successors and assigns, and any Unit Owner, Occupant, purchaser, lessee, mortgagee and other person having an interest in the Condominium Property or any portion thereof.

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

#### ARTICLE XXI

##### AMENDMENTS TO DECLARATION AND ACTION WITHOUT MEETING

1. Special Amendment: Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration, including all Exhibits hereto, (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, insure or guarantee first mortgages covering Units, (iii) to bring this Declaration into compliance with Chapter 5311, or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, or consent

to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant to and acknowledgment of, and a consent to the reservation of, the power of the Developer to vote in favor of, make, execute and record Special Amendments. The right of the Developer to act pursuant to rights reserved or granted under this paragraph shall terminate upon the first to occur of (i) the Developer no longer holding title to any portion of the land described in paragraphs 1 and 2 of Article II or (ii) the Developer's right to amend the Declaration to make additions to the Condominium Property pursuant to Article XXII has terminated.

2. Amendments by Unit Owners: Subject to the provisions of Article XXII, paragraph 1 of this Article XXI and Article XXIV, the provisions of this Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than 75% of the voting power of the Association, except that (i) none of the provisions of this Declaration relating to the Developer or the Developer's rights hereunder shall be amended without the written consent of the Developer, (ii) the provisions of Article XXIV may be amended only with the consent of 51% of Eligible Mortgagees (as defined in Article XXIV), and (iii) the provisions of Articles VI, VII and this Article XXI of this Declaration may be amended only with the written consent of all Unit Owners and all Eligible Mortgagees. No amendment of this Declaration shall conflict with the provisions of Chapter 5311. Upon the adoption of any amendment, a certificate containing a copy of the resolution adopting the amendment and a statement of the manner of its adoption shall be filed with the recorder of the county in which the Condominium Property is situated and thereupon this Declaration shall be amended accordingly. Such certificate shall be signed by the President or other chief officer and the secretary of an assistant secretary of the Association.

3. Action Without Meeting. Any action which may be authorized or taken at a meeting of the Unit Owners or of the Board, as the case may be, may be authorized or taken without a meeting with the affirmative vote or 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 at a meeting called for such purpose or such number of the the members of the Board as would be required to take such action at a meeting called for such

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purpose, which writing or writings shall be filed with or entered upon the records of the Association. Any certificate with respect to the authorization or taking of any such action which is required to be filed with the recorder of the county in which the Condominium Property is situated shall recite that the authorization or taking of such action was in a writing or writings approved and signed as specified in this Article XXI.

## ARTICLE XXII

### ADDITIONS TO CONDOMINIUM PROPERTY

1. Additional Buildings. The Developer contemplates the addition to the Condominium Property of certain residential structures and other improvements constructed on the land described in paragraph 2 of Article II, which, together with the Buildings now constituting part of the Condominium Property, may contain up to a maximum total of One Thousand and Sixty-four (1,064) condominium units (which said added structures and improvements, whether one or more, shall be hereinafter referred to as the "Additional Buildings"). The Developer further contemplates that groups of the Additional Buildings, together with parts of such land and the easements, rights and appurtenances which are allocable thereto, and all articles of personal property existing for the common use of the Unit Owners, will be submitted in successive Phases at such times and in such portions and order as may be determined by the Developer and the owner or owners of such land in their sole discretion, to the provisions of this Declaration and Chapter 5311, so that the same will become in all respects part of the Condominium Property. Developer hereby reserves the right and option, at any time within a period of seven (7) years commencing on the date this Declaration is filed for record, to amend this Declaration (without further consent from Unit Owners and in the manner provided herein), in such respects as Developer in its sole discretion may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as (a) to include one or more portions of the land described in paragraph 2 of Article II (but not necessarily in the parcels described therein) and Additional Buildings constructed thereon as part of the Condominium Property, (b) to include descriptions of such land and Additional Buildings in this Declaration and to add drawings thereof to Exhibit B hereto, and (c) to provide that the owners of Units in the Additional Buildings will have an



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interest in the Common Areas and Facilities of the Condominium Property and to amend Article VII paragraph 4 hereof so as to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the Buildings on the Condominium Property will have at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, calculated on the same basis as that used to determine the percentages of interest of units previously included in the Condominium Property and the types of Units and the par value of each such type of Unit will be as set forth in Exhibit D attached hereto and made a part hereof, which determination shall be made by Developer and shall be conclusive and binding upon all Unit Owners. Developer, on its own behalf as the owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagee by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, thereby consents to and approves, the provisions of this Article XXII, including, without limiting the generality of the foregoing, the amendment of this Declaration by Developer in the manner provided herein, and all such Unit Owners and their mortgagees, upon request of Developer, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Grantor to be necessary or proper to effectuate said provisions.

2. Statements With Respect to Phases and Units within Phases. Portions of land and Additional Buildings containing not more than Eight Hundred Twenty-Seven (827) Units may be added to the Condominium Property at different times but the Developer has no obligation to add any Additional Property to the Condominium Property. There are no limitations as to the portions that may be added and no limitations fixing the boundaries of such portions (except that the land described in paragraph 2 of Article II is the entire land which may become part of the Condominium Property by expansion). No other improvements must be made and there are no restrictions or limitations upon improvements that may be made to portions of Additional Property. The maximum number of Units which may be established on the Additional Property is 827.

Developer reserves the right to designate Limited Common Areas with respect to each subsequent Phase, of the general type, nature and extent designated herein with respect to each Unit and shown on the Drawings. The types

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of Units which may be added are described on Exhibit D attached hereto and made a part hereof.

3. Attorney-in-fact. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying such Ownership Interest or a mortgage encumbering such Ownership Interest, as the case may be, hereby irrevocably appoints Developer, his attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney in the event that Developer exercises the right reserved in Article XXII hereof to add to the Condominium Property as herein provided, to execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments of this Declaration for such purpose and for and in the name of such respective mortgagees, a consent to such amendment or amendments.

#### ARTICLE XXIII

##### CERTAIN DISCLOSURES REQUIRED BY CHAPTER 5311

In connection with the sale or offer to sell Ownership Interests by the Developer, the Developer agrees that:

(a) Any deposit or down payment made in connection with the sale of a Unit will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser of a Unit or forfeited to the Developer, and if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety days shall be credited to the purchaser of a Unit at settlement or upon return or other credit made to such purchaser, or added to any forfeiture to the Developer. Deposits and down payments held in trust or escrow pursuant to this paragraph shall not be subject to attachment by creditors of the Developer or a purchaser of a Unit.

(b) Except in his capacity as a Unit Owner of unsold Ownership Interests, the Developer will not retain a property interest in any of the Common Areas and Facilities after control of the Condominium Property is assumed by the Unit Owners Association; provided, however, that the Developer may, in accordance with the provisions of this Declaration, retain a



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property interest necessary to insure ingress and egress, from and to the Common Areas and Facilities by the prospective Unit Owners of Units located on the Additional Property.

(c) Solely and only to the extent such warranties are or may be required by the provisions of Chapter 5311, Developer will furnish a two (2) year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components and mechanical, electrical, plumbing and common service elements serving the Condominium Property as a whole, occasioned or necessitated by a defect in material or workmanship furnished by or at the direction of Developer, and a one (1) year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit, occasioned or necessitated by a defect in material or workmanship furnished by or at the direction of Developer, commencing as follows:

(i) With respect to the Condominium Property, the two (2) year warranty shall commence on the date that the deed is filed for record following the sale of the first Ownership Interest in the Condominium Property to a purchaser in good faith for value;

(ii) With respect to the buildings added on the Additional Property, the two (2) year warranty shall commence on the date that the deed is filed for record following the sale of the first Ownership Interest in the Additional Property to a purchaser in good faith for value;

(iii) The one (1) year warranty shall commence with respect to each Unit on the date the deed is filed for record following each sale of an Ownership Interest to a purchaser in good faith for value;

(iv) In the case of new ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances, if any, installed and furnished as part of the Unit by Developer, the valid assignment, if permitted, of any express or implied warranties, if any, of the manufacturer satisfies the Developer's obligation with respect to such appliances, and the Developer's

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warranty is limited to the installation of the appliances;

(v) All warranties made to the Developer that exceed the time periods set forth hereinabove with respect to any part of the Units or Common Areas and Facilities shall be assigned to purchasers of Units, provided that such warranties are assignable.

None of the foregoing warranties shall cover repairs or replacements necessitated or occasioned by ordinary wear and tear or by the negligent or wanton acts of any Unit Owner or Occupant or any family member, tenant, guest, invitee or licensee of a Unit Owner or Occupant or occasioned or necessitated for any reason whatsoever except by defects in materials and workmanship.

(d) Owners of Ownership Interest shall assume control of the Common Areas and Facilities and of the Association as prescribed in Division (C) of Section 5311.08 of Chapter 5311 of the Ohio Revised Code. (See Article XIII hereof).

(e) Neither the Association, nor the Unit Owners will be subject to any management contract or agreement executed prior to the assumption of control required by Division (C) of Section 5311.08 of the Ohio Revised Code for more than one (1) year subsequent to assumption of control unless such contract or agreement is renewed by a vote of Unit Owners pursuant to the By-laws. (See paragraph 3 of Article XI hereof).

(f) All tenants of the Developer have been or will be offered an option, exercisable within not less than ninety (90) days after notice, to purchase an Ownership Interest, and all tenants of the Developer have been or will be given written notice of not less than one hundred twenty (120) days prior to being required to vacate the premises to facilitate conversion to the condominium form of ownership, each in accordance with Chapter 5311 of the Ohio Revised Code.

ARTICLE XXIVFIRST MORTGAGEE'S RIGHTS

1. Notice to First Mortgagees: Each Unit Owner shall notify the Association of the name and address of his First Mortgagee and the Association shall maintain a record of such information with respect to all Units. First Mortgagees, the Commissioner and the Administrator shall have the right to examine the books and records of the Association at any reasonable time. An "Eligible Mortgagee" shall be a First Mortgagee who sends a specific written notice to the Association which requests treatment as an Eligible Mortgagee hereunder. The Association shall maintain a record of the Eligible Mortgagees which shall be available for inspection by the Unit Owners, First Mortgagees, the Commissioner and the Administrator. The record maintained by the Association shall be the conclusive listing of all Eligible Mortgagees. An Eligible Mortgagee (and the Commissioner and Administrator if they so request in writing) shall receive some or all of the following as designated in the request:

(a) Copies of notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Unit Owner of a Unit in which the requesting party has an interest;

(b) Copies of budgets and any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

(c) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(d) Notice of substantial damage (in excess of \$1,000) to a Unit in which the requesting party has an interest and notice of substantial damage (in excess of \$10,000) to any part of the Common Areas and Facilities;

(e) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Condominium Property;

(f) Notice of any default of the owner of a Unit in which the requesting party has an interest, where such default is not cured by the Unit Owner within 30 days

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after the giving of notice by the Association to the Unit Owner of the existence of the default;

(g) Notice of any proposed amendment of this Declaration, including the Exhibits hereto (except amendments made pursuant to Article XXII) which would effect a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the percentage interest in the Common Areas and Facilities appertaining to any Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit, or (iv) the purposes to which any unit or the Common Areas and Facilities are restricted;

(h) Notice of any proposed termination of the condominium; or

(i) Notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

The request of an Eligible Mortgagee, the Commissioner or the Administrator shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a requesting party who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a requesting party hereunder and in the event of multiple requests from purported Eligible Mortgagees of the same Unit, the Association shall honor the most recent request received.

2. Consent of Eligible Mortgagees: In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of Eligible Mortgagees on Units which represent at least 51% of the votes of Units subject to mortgages held by Eligible Mortgagees shall be required for the Association to do or permit to be done any of the following:

(a) Adoption of an amendment to this Declaration, the By-laws or other document which establishes, provides for, governs, regulates or changes:

(1) Any provisions in any such document which are for the benefit of holders or insurers of first mortgages;

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- (2) Voting rights and procedures;
  - (3) Assessments, assessment liens or subordination of such liens;
  - (4) Reserves for maintenance, repair and replacements of the Common Areas and Facilities;
  - (5) Insurance or Fidelity Bonds;
  - (6) Rights to use the Common Areas and Facilities;
  - (7) Responsibility for maintenance and repair of the several portions of the Condominium Property;
  - (8) Expansion or contraction of the Condominium Property or the addition, annexation or withdrawal of property to or from the Condominium Property other than as provided in Article XXII;
  - (9) Boundaries of any Unit;
  - (10) The percentage interests of the Units in the Common Areas and Facilities except as provided in Article XXII;
  - (11) Leasing of Units;
  - (12) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit;
  - (13) Establishment of self-management by the Association.
- (b) Any restoration or repair of the Condominium Property after a partial condemnation or damage due to an insurable hazard, if such restoration or repair is not substantially in accordance with this Declaration and the Drawings.
- (c) Any election to terminate the condominium after substantial destruction or a substantial taking in condemnation of the Condominium Property.

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(d) Any reallocation of percentage interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium Property.

The Consent of Eligible Mortgagees on Units which represent at least 67% of the votes of Units subject to mortgages held by Eligible Mortgagees shall be required to terminate the condominium other than as provided in subparagraph 2(c) of this Article XXIV.

Whenever required, the consent of the Eligible Mortgagees shall be deemed granted unless the party seeking the consent is advised to the contrary by the Eligible Mortgagee within thirty (30) days after making the request for consent.

3. Insurance proceeds/Condemnation Awards: In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Condominium Property or (ii) any distribution of the proceeds of any award settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Condominium Property, any such distribution shall be made to the Unit Owners and their respective First Mortgagees, as their interests may appear, and no Unit Owner or other party shall be entitled to priority over the First Mortgagee of a Unit with respect to any such distribution to or with respect to such Unit; provided, that, nothing in this paragraph shall be construed to deny to the Association the right to apply any such proceeds to repair or replace damaged portions of the Condominium Property or to restore what remains of the Condominium Property after condemnation or taking by eminent domain of a part of the Condominium Property.

4. Regulatory Agreement: Anything herein to the contrary notwithstanding, this Declaration, as it relates to the administration of the Condominium Property, shall be subject to the Regulatory Agreement for so long as the Regulatory Agreement shall be in effect. In the event of any conflicts between the provisions of the Regulatory Agreement and the provisions of this Declaration or any other Exhibit hereto, the provisions of the Regulatory Agreement shall govern. While the Regulatory Agreement is in effect, a violation of the Regulatory Agreement by a Unit Owner, a tenant or occupant of a Unit shall be a default hereunder.

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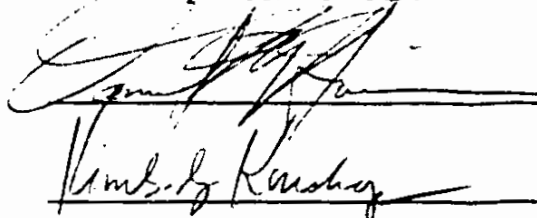
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5. Commissioner Approvals: Anything herein to the contrary notwithstanding, whenever this Declaration or the By-laws provide for the approval or consent of the Commissioner, such approval or consent shall not be required unless the Regulatory Agreement is in full force and effect and shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the Commissioner within thirty (30) days of making such a request.

6. Administrator Approvals: Anything herein to the contrary notwithstanding, whenever this Declaration or the By-laws provide for the approval or consent of the Administrator, such approval or consent shall not be required unless the Administrator (a) has issued its condominium project approval of the condominium and such project approval has not terminated, (b) has issued a guarantee of the first mortgage on at least one Unit which guarantee is then outstanding, (c) is the owner or holder of a first mortgage on a Unit or (d) is a Unit Owner. Whenever required, the consent of the Administrator shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the Administrator within (30) days after making the request for consent.

IN WITNESS WHEREOF, Samuel Zell, Trustee under Trust Agreement dated August 15, 1980 and known as Trust Number 3440, has executed this instrument upon the direction and authorization of Olentangy Associates One, an Ohio general partnership, this 6<sup>th</sup> day of December, 1982.

Signed and acknowledged  
in the presence of:



Samuel Zell, not personally  
but solely as trustee under  
Trust Agreement dated August  
15, 1980 and known as Trust  
Number 3440

  
Samuel Zell, Trustee

RECORDER

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STATE OF ILLINOIS )  
 ) SS:  
COOK COUNTY )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Samuel Zell, Trustee, who acknowledged that he did sign the foregoing instrument in such capacity, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, Illinois, this 10th day of December, 1982.

Sharon Hummel  
Notary Public



RECORDER

02294005

CONSENT OF MORTGAGEE

The undersigned, FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, the holder of certain mortgage deed to the premises dated April 15, 1981, and recorded in Volume 765, Page G10-H10, Franklin County Mortgage Records, hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership with exhibits thereto and to the filing thereof in the Office of the County Recorder of Franklin County, Ohio, and further subjects the above described mortgages to the provisions of Chapter 5311, Ohio Revised Code, and to the provisions of the foregoing Declaration of Condominium Ownership with attached exhibits, and to the easements described therein.

IN WITNESS WHEREOF, FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, by its duly authorized officers has caused the execution of the aforesaid Consent this 7th day December, 1982.

FLORIDA FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By

Betty Crockett  
Vice President

ATTEST:

~~XXXX~~

Barbara G. Ireland  
Ass't. Secretary

RECORDER

02294006

STATE OF Florida )  
 ) SS:  
COUNTY OF Pinellas )

BEFORE ME, a Notary Public in and for said County and State, personally appeared BETTY CROCKETT and BARBARA A. IRELAND, the Vice President and Assistant Secretary respectively of FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION who acknowledged that they did execute the Consent of Mortgage and that the same was their free act and deed individually and as such officers and the free act and deed of the said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at St. Petersburg, Ohio ~~this~~ Florida, this 7th day of December, 1982.

Suanne K. Grogan  
Notary Public

Notary Public for the State of Florida  
My commission expires March 13, 1986

This instrument prepared by:

Arthur V. N. Brooks, Esq.  
Baker & Hostetler  
3200 National City Center  
Cleveland, Ohio 44114  
100 East Broad Street  
Columbus, Ohio 43215

RECORDER

62294007

OLENTANGY, THE CONDOMINIUM  
COLUMBUS, OHIO

BYLAWS  
OF  
OLENTANGY CONDOMINIUM ASSOCIATION

RECORDER

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EXHIBIT A  
BYLAWS OF  
OLENTANGY CONDOMINIUM ASSOCIATION

ARTICLE I

The Association

Section 1. Name and Nature of Association. The Association shall be called "Olentangy Condominium Association," a unit owners association as described in §5311.08 of the Ohio Revised Code.

Section 2. Purposes. The purpose or purposes for which the Association is formed are to administer the Condominium Property of Olentangy, The Condominium, a condominium development situated in Columbus, Franklin County, Ohio, in accordance with and subject to the provisions of Chapter 5311 of the Revised Code of Ohio, the Declaration, these Bylaws and the rules and regulations adopted pursuant hereto, as any of the same may be lawfully amended from time to time; to provide for the acquisition, construction, management, maintenance and care of "association property", as said term is defined in present Sec. 528 of the United States Internal Revenue Code or may be hereafter defined in any amendment or replacement of said section; and, in carrying out the foregoing purposes, to purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and any and all estates and interests therein and otherwise to do all things permitted by law.

All of the foregoing purposes shall be accomplished on a non-profit basis, and no part of the net earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization.

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Section 3. Definitions. Certain of the terms used in these By-laws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning therefor.

Section 4. Membership. Each Unit Owner upon acquisition of an Ownership Interest, 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. In addition to any other rights the Developer may have pursuant to the Declaration, the Developer shall be a member of the Association with respect to all Units owned by the Developer and shall have the right, without limitation, to exercise the voting power appurtenant to such Units.

Section 5. Voting Rights. Except as otherwise provided herein or in the Declaration, the aggregate number of votes shall be equal to the number of Units included in the Condominium and shall be apportioned among Unit Owners on the basis of one vote for each such Unit. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the Ownership Interest of a Unit, such persons shall designate one such owner to exercise the voting rights appertaining to the Unit. Business organizations shall likewise designate the person to exercise voting rights appertaining to a Unit owned by such business organization. Such designation shall be valid until revoked. 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 and designation of a representative as hereinabove provided, shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board by the member or members making such designation. Notice to the Board in writing or in open meeting of the revocation of the designation of a proxy or of a representative shall not affect any vote or act previously taken or authorized. A fiduciary for a Unit Owner or of the estate of a Unit Owner may vote as though he were the Unit Owner when he has furnished to the Association proof, satisfactory to it, of his appointment and qualification as: an executor under the last will of a deceased Unit Owner; an administrator of the estate of a deceased Unit Owner; a guardian, committee, or conservator

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of the estate of a ward or incompetent who is a Unit Owner; a trustee in bankruptcy of a Unit Owner; a statutory or judicial receiver or liquidator of the estate or affairs of a Unit Owner; or an assignee for the benefit of creditors of a Unit Owner. When any other fiduciary or representative of a Unit Owner has furnished to the Association proof, satisfactory to it, of his authority, he may vote as though he were the Unit Owner. The Developer or its nominee shall exercise voting rights with respect to any Unit Owned by the Developer.

Section 6. 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 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. The first annual meeting of members of the Association shall be held on a date specified by the Developer in accordance with Article XIII of the Declaration. Thereafter, the annual meeting of members of the Association 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 of members entitled to exercise at least twenty-five percent (25%) of the voting power or, in the case of meetings called for the election of Unit Owner representatives to the initial board, at the call of the Developer. Calls for such meetings shall specify the time, place and purposes thereof. No business other than that specified in the call shall be considered at any special meeting.

(c) Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice



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stating the time, place and purpose or purposes 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, such notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association or to the member's Unit if no address has been given to 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 the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him of notice of such meeting. In the event of a transfer of ownership of a Unit after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board may set a record date for the determination of the Unit Owners who are entitled to receive notice of or to vote at any meeting of the Unit Owners, which record date shall not be earlier than thirty (30) days preceding such meeting. If no record date is fixed therefor, the record date for determining the Unit Owners who are entitled to receive notice of, or who are entitled to vote at, a meeting of Unit Owners shall be the date next preceding the day on which notice is given or the meeting is held, as the case may be.

(d) Quorum; Adjournment. At any meeting of the members of the Association, the members of the Association holding a not less than thirty-five percent (35%) of the percentages of interest in the Condominium Property, 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; 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

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such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Association 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.

(e) Order of Business. Unless otherwise determined by a vote of members entitled to exercise not less than a majority of the voting power of the Association present in person or by proxy at any meeting, or otherwise stated in the notice of the meeting, the order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading or waiver of reading of minutes of preceding meeting
- (4) Reports of officers
- (5) Reports of committees
- (6) Election of members of Board
- (7) Unfinished business
- (8) New business
- (9) Adjournment

Section 7. Actions Without a Meeting. All actions, except removal of a Board member, which may be taken at a meeting of the Association, 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 writing shall be filed with the Secretary of the Association.

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## ARTICLE II

### Board Of Managers

Section 1. Initial Board; Number, Qualification, Term and Vacancies. The initial Board appointed by the Developer pursuant to Article XIII of the Declaration (the "Initial Board") shall consist of not less than two (2) nor more than eleven (11) persons, a sufficient number of which, to be designated by the Developer, shall be replaced by the Unit Owner or Unit Owners elected at the special meeting of members called pursuant to that Article upon the sale and conveyance of Ownership Interests to which appertain twenty-five percent (25%) of the percentages of interest, such that not less than twenty five per cent (25%) of the Initial Board will consist of persons elected by Unit Owners other than the Developer and a sufficient number of which, to be designated by the Developer shall be replaced by the Unit Owner or Unit Owners elected at the special meeting of members called pursuant to said Article XIII of the Declaration upon the sale and conveyance of Ownership Interests to which appertain fifty percent (50%) of the percentages of interest, such that not less than thirty three and one-third per cent (33 1/3%) of the Initial Board will consist of persons elected by Unit Owners other than the Developer. Except as herein otherwise provided, members of the Initial Board shall serve until the first annual meeting of members and until their successors are elected and qualified. Vacancies in membership of the Initial Board shall be filled by the remaining members of the Initial Board provided that any vacancy in a position held by a Unit Owner other than the Developer shall be filled by appointment of a Unit Owner other than the Developer.

Section 2. Number and Qualification. The Board to be elected at the first annual meeting and thereafter shall consist of not less than that number which is two more than the number of Phases then comprising the Condominium Property, nor more than eleven (11) members. Not less than two (2) members of the Board shall be elected at large from among all Unit Owners and one member shall be elected from each Phase by class as hereinafter provided. Anything herein or in the Declaration to the contrary notwithstanding, any person designated as a member of the Initial Board by Developer need not be a Unit Owner to serve on the Board. Each other person nominated or elected to the Board shall be a Unit Owner and, in the case of members of the Board

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elected by voting class as hereinafter provided, shall be a Unit Owner of the Phase of the Condominium constituting that class.

Section 3. Election of Board; Vacancies.

(a) Election of Board Members at Large. Board members at large shall be elected at the annual meeting of members of the Association or at a special meeting called for such purpose. Each member of the Association may cast not more than one vote for each Board members to be elected. 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 at large and the candidates receiving the largest number of votes shall be elected.

(b) Election of Board Members by Class. Board members elected by class shall consist of the same number of persons as there are Phases comprising the Condominium Property and one such member shall be elected from within each class consisting of all of the Unit Owners in such Phase. At the annual or special meeting at which Board members are to be elected, each class shall vote separately upon Board members to be elected from within such class and may cast not more than one vote for each Board member to be elected from the class. At such meeting, only persons nominated as candidates shall be eligible for election as Board members to be elected by class and the candidate or candidates receiving the largest number of votes from within such class shall be elected.

(c) Vacancies. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term. If the remaining members of the Board cannot agree upon a person to fill such vacancy within ten (10) days after such vacancy occurs, such remaining members shall call a special meeting of the Association to fill such vacancy, such meeting to be held within sixty (60) days after such vacancy occurs. Any member so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the member he succeeds and until his successor is elected and qualified.

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Section 4. Term of Office; Resignations. The terms of not less than one-third of the members of the Board shall expire each year. For example, if seven (7) members are fixed as the number of members of the Board to be elected at the first annual or special meeting, one (1) member shall be elected for a term of three (3) years, three for a term of two (2) years and three (3) for a term of one (1) year. The terms of elected Board members shall be designated by resolution of the Board enacted at its organization meeting following the first annual meeting of members. 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. Each Board member shall hold office until the annual meeting of the members of the Association in the year his term expires and until his successor is elected and qualified, 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 a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation.

Section 5. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Board members and those Board members whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 6. Regular Meetings. Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board, but at least four such meetings shall be held during each fiscal year.

Section 7. Special Meetings. Special meetings of the Board may be held at any time upon call by the President or a majority of Board members. Written notice of the time and place of each such meeting shall be given to each Board member either by personal delivery or by mail, telegram or telephone at least two (2) 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 the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by him of notice of such meeting, and

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such notice may be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

Section 8. Open Meetings. All meetings of the Board shall be open to all members of the Association. Adequate notice of all Board meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of such meetings.

Section 9. Quorum; Adjournment. A quorum of the Board shall consist of a majority of the Board members then in office except 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 10. 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. The Board shall be responsible for management, maintenance, repair and replacement of the Common Areas and Facilities. 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, and dispose of property of any description or any interest therein;

B. make contracts;

C. effect insurance;

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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. provide for the designation, employment and removal of employees and other personnel, including lawyers and accountants to perform such legal and accounting services as the Board may authorize;

H. elect and remove the officers of the Association as provided hereinafter;

I. formulate policies for the administration, management, operation and use of the Condominium Property and the Common Areas and Facilities thereof;

J. adopt, amend or repeal, in accordance with Article IV, Section 4 hereof, rules and regulations;

K. appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

L. estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as provided hereinafter; and

M. do all things permitted by law and exercise all power and authority of the Board and Association referred to in Chapter 5311, and if the Association is incorporated, all powers and duties of trustees as an Ohio non-profit corporation, as provided in Chapter 1702.04 of the Ohio Revised Code, and all powers and duties of the Board referred to in the Declaration or these Bylaws, to effectuate the purposes stated therein or which are incidental thereto.

Section 11. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of

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the Association any powers or duties which, by law, have been delegated to the Unit Owners.

Section 12. 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 any Initial Board member designated by the Developer 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 13. Fidelity Bonds. The Board shall 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, provided, however, that the Board may combine the functions of such officers, in whole or in part, and elect persons to such combined offices. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary and who may or may not be members of the Board but who are members of the Association.

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



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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 obligations of the Association and shall have such other authority and shall have all the powers and duties prescribed by Chapter 5311 and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these Bylaws. Until the first annual meeting of the Association, the Developer reserves the right to designate the President of the Association.

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 other authority and perform such other duties as may be determined by the Board. The authority of the Vice President, when acting for the President, to sign in the name of the Association all deeds, contracts and other obligations shall be coordinate with like authority of the President.

Section 5. Secretary. The Secretary shall keep or cause to be kept under his supervision the minutes of meetings of the members of the Association and of the Board and shall make proper record of same which shall be attested by him. He shall keep such books as may be required by the Board, shall give notices of meetings of members of the Association and of the Board required by law, the Declaration or by these Bylaws, and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these Bylaws.

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

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determined by the Board. The functions of the Treasurer or any of them may be delegated to a managing agent or other person, if any, appointed pursuant to the Declaration and Article IV Section 6 hereof.

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

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

#### ARTICLE IV

##### General Powers Of The Association

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

(a) Utility Services. The cost of water, waste removal, electricity, telephone, heat, power or any other utility service for the Common Areas and Facilities excluding the Limited Common Areas and Facilities. Upon determination by the Board that any Unit Owner is using excessive amounts of any utility services which are Common Expenses, the Association shall have the right to levy a Charge against such Unit Owner to reimburse the Association for the expense incurred as a result of such excessive use.

(b) Casualty Insurance. The premium upon a policy or policies of casualty insurance insuring the Common Areas and Facilities, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

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(c) Liability and Other Insurance. The premium upon policy or policies insuring the Association, the members of the Board, the Unit Owners and the Occupants against liability for bodily injury, illness or death or for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas and Facilities, as provided in the Declaration, the limits of which policy shall be reviewed annually and the premium upon policy or policies insuring the Association, the members of the Board, the officers of the Association, and the members of any committee appointed pursuant to the Bylaws of the Association from liability and expense arising out of any claim of breach of duty, error, misstatement, misleading statement, omission or other acts done, made or attempted by him by reason of his being such member or officer or in his capacity as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of Article VI hereof.

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

(e) Wages and Fees for Services. The wages and/or fees for services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property (including recreation personnel, if any), and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and 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, tuckpointing, maintaining, decorating, repairing and replacing the Common Areas and Facilities, excluding the Limited Common Areas and Facilities except the structural and exterior portions thereof.

(g) Additional Expenses. The cost of any materials, supplies, furniture, equipment, labor, services, maintenance, repairs, replacements, structural alterations and insurance, which the Association is required to secure

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or pay for pursuant to the terms of the Declaration and these Bylaws or by law or which the Association deems necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project or for the enforcement of the Declaration and 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 Charge against such Unit Owner 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 discretion of the Board, to prevent damage to or destruction of any part of the Common Areas and Facilities, or any other Unit, and 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 Board to said Unit Owner; provided, however, that the Board shall levy a Charge against such Unit Owner to recover the amount expended for such maintenance or repair.

Section 2. Association's Right to Enter Units. The Association or its agents may enter any Unit or portion of the Limited Common Areas and Facilities when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association. The Association reserves the right to retain a pass key to each Unit and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key. In the event of any emergency originating in or threatening any Unit or at a time when required alterations or repairs are scheduled, the managing agent or his representative or any other person

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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 additions, alterations or improvements (as opposed to maintenance, repair and replacement) costing in excess of \$20,000 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 \$20,000 or less may be made by the Board without approval of the Unit Owners, and the cost thereof shall constitute a Common Expense.

Section 4. Rules and Regulations. 1 Board may adopt such reasonable Rules and Regulations and from time to time amend the same as it or they may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants. Written notice of such Rules shall be given to all Unit Owners and Occupants and the Condominium Property shall at all times be maintained subject to such Rules. In the event such Rules shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

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, education or medical 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 Charge or paid by the Association as a Common Expense, in which case a Charge 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

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accordance with the Declaration, to persons, firms or corporations, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 7. Gas Service. The Association shall levy a Charge for gas service with respect to Units located in buildings in which meters are not provided for individual Units.

#### 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 (and if the Regulatory Agreement is then in effect, a general operating reserve as required under the Regulatory Agreement) and shall on or before December 15th notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The "estimated cash requirement" shall be assessed to the Unit Owners, including Developer in its capacity as owner of any unsold Units, 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 direct one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of each annual meeting, 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 refunded or 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

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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. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to such person and in such manner as the Board shall direct.

Section 2. Capital Reserve: The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Areas and Facilities or as otherwise required under the Regulatory Agreement, including a reserve fund for replacements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Areas and Facilities and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Areas and Facilities or the purchase of equipment to be used by the Association in connection with its duties hereunder. The Capital Reserve may be funded by special assessments, from a portion of the regular monthly assessments or from initial capital contributions as described in Section 3 of this Article V. Each budget shall disclose the percentage of assessments which shall be allocated to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of monthly assessment paid by such Unit Owner.

Section 3. Initial Capital Contribution: Upon the closing of the sale of each Unit to a purchaser for value, the purchasing Unit Owner shall make a capital contribution to the Association in an amount equal to two of the then current year's monthly assessments for that Unit, which amount shall be held and used by the Association for its working capital needs or transferred into the Capital Reserve if the Board deems its working capital to then be sufficient.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver to the Unit Owner the annual or adjusted estimate shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay his proportionate share of the Common Expenses necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of



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any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

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 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 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 from such 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 Charges 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 each Unit Owner's percentage ownership in the Common Areas and Facilities.

Section 7. Annual Audit. The books of the Association shall be audited or reviewed once a year and such audit or review shall be completed prior to each annual meeting. If requested by a majority of the members of the Board, such audit or review shall be made by a Certified Public Accountant.

## ARTICLE VI

### General Provisions

Section 1. Indemnification of Board Members and Officers. Each member of the Board, officer of the Association, member of any committee appointed pursuant to the Bylaws of the Association and each former member of the Board, officer of the Association, and member of any such committee, shall be indemnified by the Association against the costs and expenses of any pending or threatened action,



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suit or proceeding, criminal or civil, to which he is or may be made a party by reason of his being or having been such Board member, officer of the Association or member of such committee (whether or not he is serving in such capacity 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. In case of the settlement of any action, suit or proceeding to which any person so indemnified is made a party or which may be threatened to be brought against him he shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him in connection with such action, suit or proceeding (whether or not he is serving in such capacity at the time of incurring such costs and expenses), if (A) the Association shall be advised by independent counsel that such person did not misconduct himself or was not negligent in the performance of his duty with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such person (and all other Board members officers and members of such committees, 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 a 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 person of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board member, officer of the Association or member of a committee 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 person owns of record or beneficially 10% or more of any class of voting securities, (iii) any firm of which such person is a partner, and (iv) any spouse, child, parent, brother or sister of any such person. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding, may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amounts unless it shall ultimately be determined that he is entitled to indemnification hereunder. The foregoing rights of

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indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member, officer or member of a committee, and shall not be exclusive of other rights to which any such person may be entitled as a matter of law or under the Declaration, any vote of Association members or any agreement.

Section 2. Amendments. Provisions of these By-laws may be amended by the Unit Owners by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power as provided in Article XXI of the Declaration.

Section 3. Contracts With Association. No contract or other transaction between the Association and one or more of its Board Members or between the Association and any corporation, firm or association in which one or more of the Board Members of the Association are directors, or are financially interested, is void or voidable because such Board member or members are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted to authorize or approve such contract or transaction, if the circumstances specified in either of the following subparagraphs exist:

(a) the relationship or financial interest is disclosed to or known by the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Board member or members; or

(b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested Board members may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

Section 4. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity,

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enforceability or effect of any other provision contained in these By-Laws or in the Declaration.

Section 5. Ratification. All present or future Unit Owners or their employees or Occupants shall be subject to the provisions set forth in the Declaration and in these By-Laws. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of said Units will constitute acceptance and ratification of the Declaration and of these By-Laws.

Section 6. Conflict. In the event of conflict or inconsistency between any of the provisions of the Declaration, the Articles of Incorporation of the Association (if the Association is incorporated) or these By-Laws or the Rules and Regulations of the Association, as the case may be, it is hereby agreed that the provisions of the Declaration shall be paramount, and the Unit Owners and all persons claiming under them covenant to vote in favor of such amendments to such Articles of Incorporation or the By-Laws or the Rules and Regulations, as the case may be, as will remove such conflicts or inconsistencies.

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EXHIBIT C  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FIRST PHASE  
OLENTANGY CONDOMINIUM

| <u>Designation</u> | <u>Percentage of Interest</u> | <u>Location</u> | <u>Approximate Area</u> | <u>No. of Rooms</u> | <u>Immediate Common Area of Access</u> |
|--------------------|-------------------------------|-----------------|-------------------------|---------------------|--|
| 1-4730A            | .45918                        | Bldg. 1         | 1400 sq. ft.            | 8                   | Stoop                                  |
| 1-4730B            | .45918                        | Bldg. 1         | 1400 sq. ft.            | 8                   | Stoop                                  |
| 1-4730C            | .46847                        | Bldg. 1         | 1448 sq. ft.            | 9                   | Stoop                                  |
| 1-4730D            | .43891                        | Bldg. 1         | 1296 sq. ft.            | 7                   | Stoop                                  |
| 1-4730E            | .42292                        | Bldg. 1         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 1-4730F            | .42292                        | Bldg. 1         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 1-4730G            | .46847                        | Bldg. 1         | 1448 sq. ft.            | 9                   | Stoop                                  |
| 1-4730H            | .43891                        | Bldg. 1         | 1296 sq. ft.            | 7                   | Stoop                                  |
| 1-4730I            | .45918                        | Bldg. 1         | 1400 sq. ft.            | 8                   | Stoop                                  |
| 1-4730J            | .45918                        | Bldg. 1         | 1400 sq. ft.            | 8                   | Stoop                                  |
| 2-4753A            | .43427                        | Bldg. 2         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 2-4753B            | .42293                        | Bldg. 2         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 2-4753C            | .37106                        | Bldg. 2         | 996 sq. ft.             | 6                   | Breezeway                              |
| 2-4753D            | .37106                        | Bldg. 2         | 996 sq. ft.             | 6                   | Breezeway                              |
| 2-4753E            | .33035                        | Bldg. 2         | 777 sq. ft.             | 5                   | Hallway                                |
| 2-4753F            | .33035                        | Bldg. 2         | 777 sq. ft.             | 5                   | Hallway                                |
| 2-4753G            | .32440                        | Bldg. 2         | 745 sq. ft.             | 5                   | Hallway                                |
| 2-4753H            | .42293                        | Bldg. 2         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 2-4753I            | .43427                        | Bldg. 2         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 3-595A             | .45397                        | Bldg. 3         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 3-595B             | .44226                        | Bldg. 3         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 3-595C             | .55231                        | Bldg. 3         | 1714 sq. ft.            | 10                  | Stoop                                  |
| 3-595D             | .55231                        | Bldg. 3         | 1714 sq. ft.            | 10                  | Stoop                                  |
| 3-595E             | .48204                        | Bldg. 3         | 1448 sq. ft.            | 9                   | Stoop                                  |
| 3-595F             | .45100                        | Bldg. 3         | 1296 sq. ft.            | 7                   | Stoop                                  |
| 3-595G             | .55231                        | Bldg. 3         | 1714 sq. ft.            | 10                  | Stoop                                  |
| 3-595H             | .55231                        | Bldg. 3         | 1714 sq. ft.            | 10                  | Stoop                                  |
| 3-595I             | .44226                        | Bldg. 3         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 3-595J             | .45397                        | Bldg. 3         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 4-4773A            | .35507                        | Bldg. 4         | 910 sq. ft.             | 5                   | Stoop                                  |
| 4-4773B            | .41902                        | Bldg. 4         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 4-4773C            | .43073                        | Bldg. 4         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 4-4773D            | .37106                        | Bldg. 4         | 996 sq. ft.             | 6                   | Breezeway                              |
| 4-4773E            | .37106                        | Bldg. 4         | 996 sq. ft.             | 6                   | Breezeway                              |

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| <u>Designation</u> | <u>Percentage of Interest</u> | <u>Location</u> | <u>Approximate Area</u> | <u>No. of Rooms</u> | <u>Immediate Common Area of Access</u> |
|--------------------|-------------------------------|-----------------|-------------------------|---------------------|--|
| 4-4773F            | .33035                        | Bldg. 4         | 777 sq. ft.             | 5                   | Hallway                                |
| 4-4773G            | .33035                        | Bldg. 4         | 777 sq. ft.             | 5                   | Hallway                                |
| 4-4773H            | .32440                        | Bldg. 4         | 745 sq. ft.             | 5                   | Hallway                                |
| 4-4773I            | .43073                        | Bldg. 4         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 4-4773J            | .41902                        | Bldg. 4         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 4-4773K            | .35507                        | Bldg. 4         | 910 sq. ft.             | 5                   | Stoop                                  |
| 5-4758A            | .43427                        | Bldg. 5         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 5-4758B            | .42293                        | Bldg. 5         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 5-4758C            | .42293                        | Bldg. 5         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 5-4758D            | .42293                        | Bldg. 5         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 5-4758E            | .42293                        | Bldg. 5         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 5-4758F            | .43427                        | Bldg. 5         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 6-603A             | .43073                        | Bldg. 6         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 6-603B             | .41902                        | Bldg. 6         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 6-603C             | .41902                        | Bldg. 6         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 6-603D             | .41902                        | Bldg. 6         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 6-603E             | .45508                        | Bldg. 6         | 1448 sq. ft.            | 9                   | Stoop                                  |
| 6-603F             | .42683                        | Bldg. 6         | 1296 sq. ft.            | 7                   | Stoop                                  |
| 6-603G             | .41902                        | Bldg. 6         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 6-603H             | .41902                        | Bldg. 6         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 6-603I             | .41902                        | Bldg. 6         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 6-603J             | .43073                        | Bldg. 6         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 7-600A             | .35507                        | Bldg. 7         | 910 sq. ft.             | 5                   | Stoop                                  |
| 7-600B             | .43073                        | Bldg. 7         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 7-600C             | .41902                        | Bldg. 7         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 7-600D             | .45508                        | Bldg. 7         | 1448 sq. ft.            | 9                   | Stoop                                  |
| 7-600E             | .42683                        | Bldg. 7         | 1296 sq. ft.            | 7                   | Stoop                                  |
| 7-600F             | .45508                        | Bldg. 7         | 1448 sq. ft.            | 9                   | Stoop                                  |
| 7-600G             | .42683                        | Bldg. 7         | 1296 sq. ft.            | 7                   | Stoop                                  |
| 7-600H             | .41902                        | Bldg. 7         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 7-600I             | .43073                        | Bldg. 7         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 7-600J             | .35507                        | Bldg. 7         | 910 sq. ft.             | 5                   | Stoop                                  |
| 8-4811A            | .43073                        | Bldg. 8         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 8-4811B            | .41902                        | Bldg. 8         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 8-4811C            | .37106                        | Bldg. 8         | 996 sq. ft.             | 6                   | Breezeway                              |
| 8-4811D            | .37106                        | Bldg. 8         | 996 sq. ft.             | 6                   | Breezeway                              |
| 8-4811E            | .33035                        | Bldg. 8         | 777 sq. ft.             | 5                   | Hallway                                |
| 8-4811F            | .33035                        | Bldg. 8         | 777 sq. ft.             | 5                   | Hallway                                |
| 8-4811G            | .32440                        | Bldg. 8         | 745 sq. ft.             | 5                   | Hallway                                |
| 8-4811H            | .41902                        | Bldg. 8         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 8-4811I            | .43073                        | Bldg. 8         | 1254 sq. ft.            | 7                   | Stoop                                  |
| 9-655A             | .43427                        | Bldg. 9         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 9-655B             | .42292                        | Bldg. 9         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 9-655C             | .45918                        | Bldg. 9         | 1400 sq. ft.            | 8                   | Stoop                                  |
| 9-655D             | .45918                        | Bldg. 9         | 1400 sq. ft.            | 8                   | Stoop                                  |

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| <u>Designation</u> | <u>Percentage of Interest</u> | <u>Location</u> | <u>Approximate Area</u> | <u>No. of Rooms</u> | <u>Immediate Common Area of Access</u> |
|--------------------|-------------------------------|-----------------|-------------------------|---------------------|--|
| 9-655E             | .45918                        | Bldg. 9         | 1400 sq. ft.            | 8                   | Stoop                                  |
| 9-655F             | .45918                        | Bldg. 9         | 1400 sq. ft.            | 8                   | Stoop                                  |
| 9-655G             | .42292                        | Bldg. 9         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 9-655H             | .42292                        | Bldg. 9         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 9-655I             | .42292                        | Bldg. 9         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 9-655J             | .42292                        | Bldg. 9         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 9-655K             | .45918                        | Bldg. 9         | 1400 sq. ft.            | 8                   | Stoop                                  |
| 9-655L             | .45918                        | Bldg. 9         | 1400 sq. ft.            | 8                   | Stoop                                  |
| 9-655M             | .45918                        | Bldg. 9         | 1400 sq. ft.            | 8                   | Stoop                                  |
| 9-655N             | .45918                        | Bldg. 9         | 1400 sq. ft.            | 8                   | Stoop                                  |
| 9-655O             | .43427                        | Bldg. 9         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 9-665P             | .43427                        | Bldg. 9         | 1214 sq. ft.            | 7                   | Stoop                                  |
| 10-677A            | .43073                        | Bldg. 10        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 10-677B            | .41902                        | Bldg. 10        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 10-677C            | .41902                        | Bldg. 10        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 10-677D            | .41902                        | Bldg. 10        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 10-677E            | .41902                        | Bldg. 10        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 10-677F            | .41902                        | Bldg. 10        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 10-677G            | .41902                        | Bldg. 10        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 10-677H            | .43073                        | Bldg. 10        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 11-666A            | .43427                        | Bldg. 11        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 11-666B            | .42293                        | Bldg. 11        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 11-666C            | .42293                        | Bldg. 11        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 11-666D            | .42293                        | Bldg. 11        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 11-666E            | .42293                        | Bldg. 11        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 11-666F            | .43427                        | Bldg. 11        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 11-678A            | .43073                        | Bldg. 11        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 11-678B            | .43073                        | Bldg. 11        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 11-665A            | .45397                        | Bldg. 11        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 11-665B            | .44226                        | Bldg. 11        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 11-665C            | .48204                        | Bldg. 11        | 1448 sq. ft.            | 9                   | Stoop                                  |
| 11-665D            | .45100                        | Bldg. 11        | 1296 sq. ft.            | 7                   | Stoop                                  |
| 11-665E            | .48204                        | Bldg. 11        | 1448 sq. ft.            | 9                   | Stoop                                  |
| 11-665F            | .45100                        | Bldg. 11        | 1296 sq. ft.            | 7                   | Stoop                                  |
| 12-650A            | .55231                        | Bldg. 12        | 1714 sq. ft.            | 10                  | Stoop                                  |
| 12-650B            | .55231                        | Bldg. 12        | 1714 sq. ft.            | 10                  | Stoop                                  |
| 12-650C            | .55231                        | Bldg. 12        | 1714 sq. ft.            | 10                  | Stoop                                  |
| 12-650D            | .55231                        | Bldg. 12        | 1714 sq. ft.            | 10                  | Stoop                                  |
| 12-650E            | .55231                        | Bldg. 12        | 1714 sq. ft.            | 10                  | Stoop                                  |
| 12-650F            | .55231                        | Bldg. 12        | 1714 sq. ft.            | 10                  | Stoop                                  |
| 12-650G            | .55231                        | Bldg. 12        | 1714 sq. ft.            | 10                  | Stoop                                  |
| 12-650H            | .55231                        | Bldg. 12        | 1714 sq. ft.            | 10                  | Stoop                                  |
| 13-632A            | .43427                        | Bldg. 13        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 13-632B            | .42293                        | Bldg. 13        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 13-632C            | .42293                        | Bldg. 13        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 13-632D            | .42293                        | Bldg. 13        | 1214 sq. ft.            | 7                   | Stoop                                  |

RECORDER

02294E15

| <u>Designation</u> | <u>Percentage of Interest</u> | <u>Location</u> | <u>Approximate Area</u> | <u>No. of Rooms</u> | <u>Immediate Common Area of Access</u> |
|--------------------|-------------------------------|-----------------|-------------------------|---------------------|--|
| 13-632E            | .42293                        | Bldg. 13        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 13-632F            | .43427                        | Bldg. 13        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 13-4745A           | .43073                        | Bldg. 13        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 13-4745B           | .43073                        | Bldg. 13        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 13-4753A           | .48204                        | Bldg. 13        | 1448 sq. ft.            | 9                   | Stoop                                  |
| 13-4753B           | .45100                        | Bldg. 13        | 1296 sq. ft.            | 7                   | Stoop                                  |
| 13-4753C           | .48204                        | Bldg. 13        | 1448 sq. ft.            | 9                   | Stoop                                  |
| 13-4753D           | .45100                        | Bldg. 13        | 1296 sq. ft.            | 7                   | Stoop                                  |
| 13-4753E           | .44226                        | Bldg. 13        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 13-4753F           | .45397                        | Bldg. 13        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 14-4765A           | .43427                        | Bldg. 14        | 1296 sq. ft.            | 7                   | Stoop                                  |
| 14-4765B           | .46847                        | Bldg. 14        | 1448 sq. ft.            | 9                   | Stoop                                  |
| 14-4765C           | .37106                        | Bldg. 14        | 996 sq. ft.             | 6                   | Breezeway                              |
| 14-4765D           | .37106                        | Bldg. 14        | 996 sq. ft.             | 6                   | Breezeway                              |
| 14-4765E           | .33035                        | Bldg. 14        | 777 sq. ft.             | 5                   | Hallway                                |
| 14-4765F           | .33035                        | Bldg. 14        | 777 sq. ft.             | 5                   | Hallway                                |
| 14-4765G           | .32440                        | Bldg. 14        | 745 sq. ft.             | 5                   | Hallway                                |
| 15-657A            | .48185                        | Bldg. 15        | 1448 sq. ft.            | 9                   | Stoop                                  |
| 15-657B            | .42293                        | Bldg. 15        | 1296 sq. ft.            | 7                   | Stoop                                  |
| 15-657C            | .46847                        | Bldg. 15        | 1448 sq. ft.            | 9                   | Stoop                                  |
| 15-657D            | .42293                        | Bldg. 15        | 1296 sq. ft.            | 7                   | Stoop                                  |
| 15-657E            | .46847                        | Bldg. 15        | 1448 sq. ft.            | 9                   | Stoop                                  |
| 15-657F            | .43427                        | Bldg. 15        | 1296 sq. ft.            | 7                   | Stoop                                  |
| 16-673A            | .43073                        | Bldg. 16        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 16-673B            | .41902                        | Bldg. 16        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 16-673C            | .41902                        | Bldg. 16        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 16-673D            | .41902                        | Bldg. 16        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 16-673E            | .35507                        | Bldg. 16        | 910 sq. ft.             | 5                   | Stoop                                  |
| 17-649A            | .43073                        | Bldg. 17        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 17-649B            | .41902                        | Bldg. 17        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 17-649C            | .45508                        | Bldg. 17        | 1448 sq. ft.            | 9                   | Stoop                                  |
| 17-649D            | .42683                        | Bldg. 17        | 1296 sq. ft.            | 7                   | Stoop                                  |
| 17-649E            | .41902                        | Bldg. 17        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 17-649F            | .43073                        | Bldg. 17        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 18-631A            | .35507                        | Bldg. 18        | 910 sq. ft.             | 5                   | Stoop                                  |
| 18-631B            | .41902                        | Bldg. 18        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 18-631C            | .41902                        | Bldg. 18        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 18-631D            | .41902                        | Bldg. 18        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 18-631E            | .43073                        | Bldg. 18        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 19-652A            | .43427                        | Bldg. 19        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 19-652B            | .42293                        | Bldg. 19        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 19-652C            | .42293                        | Bldg. 19        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 19-652D            | .42292                        | Bldg. 19        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 19-652E            | .37106                        | Bldg. 19        | 996 sq. ft.             | 6                   | Breezeway                              |

RECORDER

82294E16

| <u>Designation</u> | <u>Percentage of Interest</u> | <u>Location</u> | <u>Approximate Area</u> | <u>No. of Rooms</u> | <u>Immediate Common Area of Access</u> |
|--------------------|-------------------------------|-----------------|-------------------------|---------------------|--|
| 19-652F            | .37106                        | Bldg. 19        | 996 sq. ft.             | 6                   | Breezeway                              |
| 19-652G            | .33035                        | Bldg. 19        | 777 sq. ft.             | 5                   | Hallway                                |
| 19-652H            | .33035                        | Bldg. 19        | 777 sq. ft.             | 5                   | Hallway                                |
| 19-652I            | .32440                        | Bldg. 19        | 745 sq. ft.             | 5                   | Hallway                                |
| 19-652J            | .41902                        | Bldg. 19        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 19-652K            | .41902                        | Bldg. 19        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 19-652L            | .41902                        | Bldg. 19        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 19-652M            | .41902                        | Bldg. 19        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 19-652N            | .41902                        | Bldg. 19        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 19-652O            | .41902                        | Bldg. 19        | 1254 sq. ft.            | 7                   | Stoop                                  |
| 19-652P            | .37106                        | Bldg. 19        | 996 sq. ft.             | 6                   | Breezeway                              |
| 19-652Q            | .37106                        | Bldg. 19        | 996 sq. ft.             | 6                   | Breezeway                              |
| 19-652R            | .33035                        | Bldg. 19        | 777 sq. ft.             | 5                   | Hallway                                |
| 19-652S            | .33035                        | Bldg. 19        | 777 sq. ft.             | 5                   | Hallway                                |
| 19-652T            | .32440                        | Bldg. 19        | 745 sq. ft.             | 5                   | Hallway                                |
| 19-652U            | .42293                        | Bldg. 19        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 19-652V            | .42293                        | Bldg. 19        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 19-652W            | .42293                        | Bldg. 19        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 19-652X            | .43427                        | Bldg. 19        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 20-4825A           | .43427                        | Bldg. 20        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 20-4825B           | .42293                        | Bldg. 20        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 20-4825C           | .42293                        | Bldg. 20        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 20-4825D           | .42293                        | Bldg. 20        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 20-4825E           | .37106                        | Bldg. 20        | 996 sq. ft.             | 6                   | Breezeway                              |
| 20-4825F           | .37106                        | Bldg. 20        | 996 sq. ft.             | 6                   | Breezeway                              |
| 20-4825G           | .33035                        | Bldg. 20        | 777 sq. ft.             | 5                   | Hallway                                |
| 20-4825H           | .33035                        | Bldg. 20        | 777 sq. ft.             | 5                   | Hallway                                |
| 20-4825I           | .32440                        | Bldg. 20        | 745 sq. ft.             | 5                   | Hallway                                |
| 20-4825J           | .42293                        | Bldg. 20        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 20-4825K           | .42293                        | Bldg. 20        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 20-4825L           | .42293                        | Bldg. 20        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 20-4825M           | .43427                        | Bldg. 20        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 21-4820A           | .43427                        | Bldg. 21        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 21-4820B           | .42293                        | Bldg. 21        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 21-4820C           | .42292                        | Bldg. 21        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 21-4820D           | .42292                        | Bldg. 21        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 21-4820E           | .42293                        | Bldg. 21        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 21-4820F           | .43427                        | Bldg. 21        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 22-648A            | .43427                        | Bldg. 22        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 22-648B            | .42292                        | Bldg. 22        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 22-648C            | .42292                        | Bldg. 22        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 22-648D            | .42292                        | Bldg. 22        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 22-648E            | .42292                        | Bldg. 22        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 22-648F            | .43427                        | Bldg. 22        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 23-630A            | .43427                        | Bldg. 23        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 23-630B            | .42293                        | Bldg. 23        | 1214 sq. ft.            | 7                   | Stoop                                  |



RECORDED

02294E17

| <u>Designation</u> | <u>Percentage of Interest</u> | <u>Location</u> | <u>Approximate Area</u> | <u>No. of Rooms</u> | <u>Immediate Common Area of Access</u> |
|--------------------|-------------------------------|-----------------|-------------------------|---------------------|--|
| 23-630C            | .42293                        | Bldg. 23        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 23-630D            | .42292                        | Bldg. 23        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 23-630E            | .42293                        | Bldg. 23        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 23-630F            | .43427                        | Bldg. 23        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 24-4819A           | .43427                        | Bldg. 24        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 24-4819B           | .42293                        | Bldg. 24        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 24-4819C           | .37106                        | Bldg. 24        | 996 sq. ft.             | 6                   | Breezeway                              |
| 24-4819D           | .37106                        | Bldg. 24        | 996 sq. ft.             | 6                   | Breezeway                              |
| 24-4819E           | .33035                        | Bldg. 24        | 777 sq. ft.             | 5                   | Hallway                                |
| 24-4819F           | .33035                        | Bldg. 24        | 777 sq. ft.             | 5                   | Hallway                                |
| 24-4819G           | .32440                        | Bldg. 24        | 745 sq. ft.             | 5                   | Hallway                                |
| 24-4819H           | .42293                        | Bldg. 24        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 24-4819I           | .43427                        | Bldg. 24        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 25-4830A           | .43427                        | Bldg. 25        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 25-4830B           | .42293                        | Bldg. 25        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 25-4830C           | .42293                        | Bldg. 25        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 25-4830D           | .42293                        | Bldg. 25        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 25-4830E           | .42293                        | Bldg. 25        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 25-4830F           | .42293                        | Bldg. 25        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 25-4830G           | .42293                        | Bldg. 25        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 25-4830H           | .43427                        | Bldg. 25        | 1214 sq. ft.            | 7                   | Stoop                                  |
| 26-621A            | .29744                        | Bldg. 26        | 600 sq. ft.             | 4                   | Stoop                                  |

RECORDER

02294E18

EXHIBIT D  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FIRST PHASE  
OLENTANGY CONDOMINIUM  
TYPE AND PAR VALUE OF UNITS ON ADDITIONAL PROPERTY

| <u>Unit<br/>Type</u> | <u>No. of Units<br/>of this Type</u> | <u>Par Value</u> |
|----------------------|--------------------------------------|------------------|
| Id                   | 14                                   | 1740             |
| le                   | 14                                   | 1740             |
| lf                   | 12                                   | 1740             |
| lg                   | 12                                   | 1740             |
| lh                   | 18                                   | 1740             |
| li                   | 18                                   | 1740             |
| lj                   | 20                                   | 1740             |
| lk                   | 20                                   | 1740             |
| lL                   | 1                                    | 1886             |
| 2-1                  | 28                                   | 2275             |
| 2-2                  | 76                                   | 2275             |
| 2-3                  | 8                                    | 2275             |
| 2b                   | 76                                   | 1949             |
| 2c                   | 16                                   | 1916             |
| 2d                   | 16                                   | 1916             |
| 2m                   | 31                                   | 2292             |
| 2n                   | 13                                   | 2357             |

RECORDER

02294E19

| <u>Unit<br/>Type</u> | <u>No. of Units<br/>of this Type</u> | <u>Par Value</u> |
|----------------------|--------------------------------------|------------------|
| 2o                   | 45                                   | 2357             |
| 2p                   | 18                                   | 2422             |
| 2q                   | 11                                   | 2357             |
| 2r                   | 2                                    | 2422             |
| 2s                   | 38                                   | 2293             |
| 2t                   | 14                                   | 2358             |
| 2u                   | 6                                    | 2358             |
| 2v                   | 4                                    | 2423             |
| 2w                   | 26                                   | 2358             |
| 2x                   | 16                                   | 2423             |
| 2y                   | 16                                   | 2216             |
| 2z                   | 14                                   | 2200             |
| 3a                   | 16                                   | 2314             |
| 3b                   | 16                                   | 2314             |
| 3j                   | 4                                    | 2389             |
| 3k                   | 28                                   | 3047             |
| 3L                   | 32                                   | 2442             |
| 3m                   | 16                                   | 2514             |
| 3n                   | 8                                    | 2514             |
| 3o                   | 8                                    | 2514             |
| 3p                   | 36                                   | 2514             |
| 3q                   | 4                                    | 2586             |
| 3r                   | 28                                   | 2380             |
| 3s                   | 16                                   | 2380             |
| 3t                   | 12                                   | 2380             |