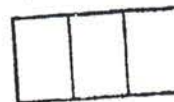


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JOY A. CLARK
Recorder

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DECLARATION OF CONDOMINIUM PROPERTY

FOR

**CORPORATE WAY PROFESSIONAL CENTER
CONDOMINIUM**

I hereby certify that copies of the within Declaration, together with the drawings attached as an Exhibit thereto, have been filed in the office of the Auditor, Montgomery County, Ohio.

Dated: 12/18/96

By: A. J. Wagner
Montgomery County Auditor

PLAT REFERENCE:

BOOK 166

PAGE(S) 17 thru 17C

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
6776 Loop Road
Centerville, Ohio 45459

12/18/96
Date
I hereby certify that said
partnership was registered in
the Records Office on
11/23/88 Joy A. Clark, Recorder
Date
By J. Comer
Deputy

DEED 96-0839-002
Instrument Number: 1996-00026265 96-00839C02 Seq: 1

DECLARATION Table of Contents

RECITALS	1
DECLARATIONS	1
ARTICLE I	
DEFINITIONS	2
1.01 General	2
1.02 Additional Property	2
1.03 Agent	2
1.04 Amendment and/or Amendments	2
1.05 Articles and/or Articles of Incorporation	2
1.06 Association	2
1.07 Board of Managers	2
1.08 Building	2
1.09 By-Laws	2
1.10 Common Areas and/or Common Areas and Facilities	2
1.11 Common Assessments	2
1.12 Common Expenses	2
1.13 Common Losses	2
1.14 Common Profits	3
1.15 Common Surplus	3
1.16 Condominium	3
1.17 Condominium Ownership Interest	3
1.18 Condominium Property	3
1.19 Control Period	3
1.20 Declarant	3
1.21 Declaration	3
1.22 Drawings	3
1.23 Insurance Trustee	3
1.24 Limited Common Areas and/or Limited Common Areas and Facilities	3
1.25 Majority of Unit Owners	3
1.26 Managing Agent	3
1.27 Member	3
1.28 Percentage of Ownership	4
1.29 Person	4
1.30 Property	4
1.31 Quorum	4
1.32 Recorded	4
1.33 Rules and Regulations	4
1.34 Special Individual Unit Assessment	4
1.35 Unit	4
1.36 Unit Owner	4

ARTICLE II		
NAME PURPOSE AND ADMINISTRATION		4
2.01	Name	4
2.02	Purpose and Use	4
2.03	Administration	4
ARTICLE III		
LEGAL DESCRIPTION OF PROPERTY		5
3.01	Legal Description	5
ARTICLE IV		
DESCRIPTION AND LOCATION OF BUILDING(S)		5
4.01	Description	5
4.02	General	5
4.03	Location	5
ARTICLE V		
DESCRIPTION OF UNITS		5
5.01	General	5
5.02	Type of Units	6
ARTICLE VI		
DESCRIPTION OF COMMON AREAS		6
6.01	General	6
6.02	Status	6
ARTICLE VII		
DESCRIPTION OF LIMITED COMMON AREAS		6
7.01	Specific Uses	6
7.02	General Uses	6
ARTICLE VIII		
USE OF COMMON AREAS		7
8.01	General	7
ARTICLE IX		
OWNERSHIP OF COMMON AREAS		7
9.01	Percentage of Ownership	7
9.02	Computation	7
9.03	Amendment	7
ARTICLE X		
REGULATION OF COMMON AREAS		7
10.01	General	7
10.02	Penalties and Fines	8
10.03	Conflict	8

ARTICLE XI		
RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY		8
11.01	Obstruction of Common Areas	8
11.02	Hazardous Uses and Waste	8
11.03	Exterior Surfaces of Building	8
11.04	Nuisances	8
11.05	Impairment of Structural Integrity of Building	8
11.06	Alteration of Common Areas	8
11.07	Parking Lot	8
11.08	Conduct of Business	8
11.09	Additional Structures	9
11.10	Animals and Pets	9
11.11	Trash and Storage	9
11.12	Signs	9
11.13	Fencing	9
ARTICLE XII		
UNIT OWNERS' ASSOCIATION		9
12.01	General	10
12.02	Membership in the Association	10
12.03	Voting Rights	10
12.04	Service of Process	10
12.05	First Meeting of Association	10
12.06	Declarant's Rights	10
12.07	Turnover	10
12.08	Limitations	10
12.09	No Active Business to be Conducted for Profit	10
12.10	Delegation of Duties	11
12.11	Special Services	11
ARTICLE XIII		
AMENDMENT OF DECLARATION AND BY-LAWS		11
13.01	General	11
13.02	Mortgage or Mortgagee	11
13.03	Declarant's Rights	11
13.04	Limited Declarant's Rights	11
ARTICLE XIV		
MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS		12
14.01	Association	12
14.02	Delegation to Managing Agent	12
14.03	Mortgagee	12
14.04	Unit Owner	12
14.05	Construction Defects	13
14.06	Effect of Insurance or Construction Guarantees	13

**ARTICLE XV
EASEMENTS**

15.01	Encroachments	13
15.02	Easements for Repair, Maintenance and Restoration	13
15.03	Easements Through Walls Within Units	14
15.04	Easements for Certain Utilities and Cable Television	14
15.05	Easements for Construction	14
15.06	Service Easements	14
15.07	Water Easement	14
15.08	Consent to Easements	14
15.09	Easements Shall Run With Land	14

**ARTICLE XVI
HAZARD INSURANCE**

16.01	Fire and Extended Coverage Insurance	15
16.02	Prohibition	15
16.03	Certificates and Notice of Cancellation	15
16.04	Subrogation	15
16.05	Mortgagee's Right	16
16.06	Sufficient Insurance	16
16.07	Insufficient Insurance	16
16.08	Procedure for Reconstruction or Repair	16
16.09	Construction Funds	16
16.10	Adjustment	17
16.11	Non-Restoration of Damage or Destruction	17
16.12	Deductible	17

**ARTICLE XVII
INSURANCE TRUSTEE**

17.01	General	17
17.02	Selection Prior to a Loss	17
17.03	Selection After a Loss	17
17.04	Non-Liability	17
17.05	Procedure for Reconstruction or Repair if an Insurance Trustee Has Been Selected	18
17.06	Reliance	18

**ARTICLE XVIII
LIABILITY AND OTHER INSURANCE**

18.01	Liability Insurance	18
18.02	Prohibition	19
18.03	Insufficient Liability Insurance	19
18.04	Other Insurance	19
18.05	Amount of Fidelity Coverage	19
18.06	Notice of Cancellation or Substantial Change	19
18.07	Annual Review	19

**ARTICLE XIX
REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY**

19.01	General	19
-------	---------	----

ARTICLE XX		
REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS		20
20.01	Abatement and Enjoinment	20
20.02	Involuntary Sale	20
20.03	Civil Action	20
20.04	Proper Party	21
20.05	Attorneys Fees	21
ARTICLE XXI		
ASSESSMENTS AND LIEN OF ASSOCIATION		21
21.01	General	21
21.02	Division of Common Profits and Common Expenses	21
21.03	Non-Use of Facilities	21
21.04	Acceleration and Late Charges	21
21.05	Lien of Association	21
21.06	Term and Validity of Lien	22
21.07	Priority of Association's Lien	22
21.08	Special Individual Unit Assessment	22
21.09	Dispute as to Common Expenses	22
21.10	Non-Liability of Foreclosure Sale Purchaser or an Acquirer of Title in Lieu of Foreclosure for Past Due Common Expenses	22
21.11	Liability for Assessments Upon Voluntary Conveyance	23
ARTICLE XXII		
COMBINATION, SUBDIVISION OR REALIGNMENT OF UNITS		23
22.01	Unit Owner	23
22.02	Declarant	23
22.03	Restrictions	24
22.04	Amendments	24
ARTICLE XXIII		
ADDITIONAL PROPERTY		24
23.01	Contemplated Annexation by Declarant	24
23.02	Reservation of Option to Expand	24
23.03	Option to Renew	24
23.04	Limitations on Declarant's Option	24
23.05	Additional Property	24
23.06	Location and Type of Improvements	25
23.07	Structures	25
23.08	Units	25
23.09	Limited Common Areas and Facilities	25
23.10	Reservation of Right to Amend Declaration	25
23.11	Consent and Approval for Annexation Amendments	25
23.12	Power of Attorney Coupled with an Interest	25
ARTICLE XXIV		
MISCELLANEOUS PROVISIONS		26
24.01	Garages and Incorporation Into Deeds	26
24.02	Removal	26
24.03	Non-Waiver	26
24.04	Invalidity	26

24.05	Notice to Mortgagees	26
24.06	No Adverse Action by Declarant	26
24.07	Limitation of Declarant's Liability	27
24.08	Headings	27
24.09	Liberal Construction	27
24.10	Developer's Interest in Common Areas	27
24.11	Rights and Obligations of Developer as a Unit Owner	27
24.12	References	27
SIGNATURES		28

DECLARATION OF CONDOMINIUM OWNERSHIP

THIS DECLARATION, made on the date hereinafter set forth by **NORMANDY POINTE ASSOCIATES**, an Ohio general partnership, hereinafter referred to as "Declarant".

RECITALS

A. Declarant is the owner in fee simple of the real property hereinbelow described, defined and referred to as "Property", and it is its desire and intent to enable said real property, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind situated thereon, and all privileges belonging or in any way appertaining thereto, to be owned under and pursuant to that certain type of ownership commonly known as "Condominium", and to subject and submit the Property to the provisions of Chapter 5311 of the Ohio Revised Code.

B. Declarant is further desirous of establishing for the mutual benefit of all future owners, mortgagees or occupants of the Condominium Property or any part thereof, which shall be known as **CORPORATE WAY PROFESSIONAL CENTER CONDOMINIUM**, certain easements and rights in, over, and upon the Property, and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof.

C. Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring an interest in the Property shall, at all times, enjoy the benefits of, and shall hold their interests therein subject to the rights, easements, privileges and restrictions hereinafter set forth in this Declaration and in the exhibits attached hereto.

D. Declarant is also the owner of real property adjacent and/or adjoining the Property, and contemplates submitting such property to the provisions of the Declaration, by an amendment or amendments hereto.

DECLARATIONS

NOW, THEREFORE, Declarant hereby makes the following Declaration as to the covenants, restrictions, limitations, conditions and uses to which the Property may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners of all or any part of the Property, together with their respective grantees, heirs, executors, administrators, devisees, successors or assigns.

ARTICLE I
DEFINITIONS

1.01 **General.** The following terms used in the Declaration and By-Laws are defined as hereinafter set forth.

1.02 **Additional Property**, shall mean adjacent and/or adjoining property which is described in Exhibit "D" of the Declaration, and which, together with improvements thereon, may be added in the future to the Condominium.

1.03 **Agent** shall mean any person who represents or acts for or on behalf of the Developer in selling or offering to sell a Condominium Ownership Interest, but shall not include an attorney-at-law whose representation of another person consists solely of rendering legal services.

1.04 **Amendment and/or Amendments** shall mean an instrument executed with the same formalities of the Declaration and Recorded for the purpose of amending the Declaration, the By-Laws or any of the other Exhibits thereto.

1.05 **Articles and/or Articles of Incorporation** shall mean the articles, filed with the Secretary of State of Ohio, incorporating the Association as an Ohio not-for-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be lawfully amended from time to time.

1.06 **Association** shall mean Corporate Way Professional Center Condominium Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.

1.07 **Board of Managers** shall mean those persons who, as a group, serve as the board of trustees of the Association.

1.08 **Building** shall mean a structure constructed on the Condominium Property in which one (1) or more Units are located.

1.09 **By-Laws** shall mean the By-Laws of the Association, which are attached as Exhibit "C" hereto, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of Chapter 5311 of the Ohio Revised Code for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

1.10 **Common Areas and/or Common Areas and Facilities** shall mean all the Condominium Property except that which is specifically defined and referred to as a Unit.

1.11 **Common Assessments** shall mean the assessments charged proportionately on the basis of Percentage of Ownership against all Units for common purposes.

1.12 **Common Expenses** shall mean those expenses designated as such by Chapter 5311 of the Ohio Revised Code, or in accordance with the provisions of the Declaration, or both. Such term shall not include Building Limited Common Area Expenses.

- 1.13 **Common Losses** means the amount by which the Common Expenses during any period of time exceeds Common Assessments and Common Profits during that period.
- 1.14 **Common Profits** means the amount by which the total income received from assessments charged for special benefits to specific Units, rents received from rentals of equipment or space in Common Areas, and any other fee, charge or income other than Common Assessments exceeds expenses allocable to the income, rental, fee or charge.
- 1.15 **Common Surplus** means the amount by which Common Assessments collected during any period exceeds Common Expenses.
- 1.16 **Condominium** shall mean Corporate Way Professional Center Condominium, the condominium regime for the Condominium Property created under and pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.
- 1.17 **Condominium Ownership Interest** means a fee simple estate or a ninety-nine (99) year leasehold estate, renewable forever in a Unit, together with its appurtenant undivided interest in the Common Areas.
- 1.18 **Condominium Property** means land, all buildings, improvements and structures on the land, all easements, rights and appurtenances belonging to the land, and all articles of personal property submitted to the provisions of Chapter 5311 of the Ohio Revised Code by the Declaration.
- 1.19 **Control Period** shall mean a period of time five (5) years from the date on which the Declaration is Recorded or a period of time until seventy-five percent (75%) of the Condominium Ownership Interests have been sold and conveyed, whichever first occurs.
- 1.20 **Declarant** shall mean Normandy Pointe Associates, an Ohio general partnership, its successors and assigns.
- 1.21 **Declaration** means the instrument by which the Property is submitted to the provisions of Chapter 5311 of the Ohio Revised Code and any and all Amendments thereto.
- 1.22 **Drawings** shall mean those drawings which are attached as Exhibit "B" to the Declaration or an Amendment.
- 1.23 **Insurance Trustee** shall mean any bank in Montgomery County, Ohio with trust powers and total assets in excess of Fifty Million Dollars (\$50,000,000.00) which has been selected by the Association pursuant to Article XVII.
- 1.24 **Limited Common Areas and/or Limited Common Areas and Facilities** shall mean those Common Areas designated in the Declaration as reserved for the use of a certain Unit or Units to the exclusion of the other Units.
- 1.25 **Majority of Unit Owners** shall mean those Unit Owners holding fifty-one percent (51%) of the voting power of the Association.
- 1.26 **Managing Agent** shall mean a manager or managing agent retained or employed by the Association.

- 1.27 Member depending on its context, shall mean a Unit Owner that is subjected hereto and/or a member of the Association.
- 1.28 Percentage of Ownership shall mean the ownership interest of each Unit in the Common Areas as set forth in Section 9.01.
- 1.29 Person shall mean a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
- 1.30 Property shall mean the real property submitted to and subject to the Declaration as more particularly described in Article III.
- 1.31 Quorum shall mean the presence in person or by proxy of a Majority of Unit Owners.
- 1.32 Recorded shall mean the recording with the Recorder of Montgomery County, Ohio.
- 1.33 Rules and Regulations shall mean those rules and regulations, as may be amended from time to time, adopted by the Board of Managers.
- 1.34 Special Individual Unit Assessment shall mean an assessment levied or charged by the Board of Managers against a Unit or Units which provides that a particular Unit or Units may be responsible for expenses, charges or costs which are not chargeable or assessable against all Units in the Condominium.
- 1.35 Unit shall mean a part of the Condominium Property consisting of one (1) or more rooms on one (1) or more floors of a Building which are designated a Unit by the Declaration or in an Amendment and are delineated on the Drawings.
- 1.36 Unit Owner means a person who owns a Condominium Ownership Interest in a Unit.

ARTICLE II

NAME, PURPOSE, AND ADMINISTRATION

- 2.01 Name. The Condominium Property shall be known as Corporate Way Professional Center Condominium.
- 2.02 Purpose and Use. The Condominium Property shall be used for professional office purposes and for any purposes incident thereto which are permitted under current or future zoning regulations of the applicable governmental entity.
- 2.03 Administration. The Condominium Property shall be administered in accordance with the provisions of the Declaration, the By-Laws, and the Rules and Regulations as the same may be amended from time to time. Each Unit Owner, tenant or occupant of a Unit shall comply with the provisions of the Declaration, the By-Laws, and the Rules and Regulations together with the decisions and resolutions of the Board of Managers.

ARTICLE III
LEGAL DESCRIPTION OF PROPERTY

3.01 **Legal Description.** The real property subject to this plan for condominium ownership is described in Exhibit "A" attached hereto

ARTICLE IV
DESCRIPTION AND LOCATION OF BUILDING(S)

4.01 **Description.** There is one (1) Building located on the Condominium Property and it is one (1) story in height containing the number of Units as described in the Declaration and in the Drawings.

4.02 **General.** The Building(s) are built on a concrete slab or poured foundation, with frame exterior walls, some brick veneer, stucco and siding, windows, a wood truss roof with asphalt shingle or wood covering, wood floor joists, wall studs and drywall.

4.03 **Location.** The Building(s) face(s) Corporate Way, a public street.

ARTICLE V
DESCRIPTION OF UNITS

5.01 **General.** Each of the Units within the Declaration shall consist of all of the space bounded by the undecorated surfaces of the perimeter walls, floors and ceilings of each such Unit, to constitute a complete enclosure of space, the dimensions, layouts and descriptions of each such Unit being shown on the Drawings and including without limitation:

- (a) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material(s) applied to the interior surface of such perimeter walls, floors and ceilings;
- (b) All windows, screens and doors, including the frames, sashes and jams, and the space occupied thereby;
- (c) All fixtures located within the bounds of a Unit, installed in and for the exclusive use of said Unit, commencing at the point of disconnection from the structural body of the Building or from the point of disconnection of utility pipes, lines or systems serving the entire Building or more than one Unit thereof, whichever may be applicable;
- (d) All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;

- (e) All interior walls, floors and ceilings; and
- (f) All plumbing, electric, heating, cooling and other utility service lines, pipes, wires, ducts or conduits which exclusively serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit, but excepting therefrom, all plumbing, electrical, heating, cooling and other utility service lines, pipes, wires, ducts or conduits which are located within the bounds of a Unit but which do not exclusively serve such Unit.

5.02 Type of Units. There are different types of Units which are generally described as follows:

<u>Unit</u>	<u>Square Footage</u>
7036	1,792

ARTICLE VI DESCRIPTION OF COMMON AREAS

6.01 General. The entire balance of the land and improvements thereon, including but not limited to all Building(s), foundations, roof(s), main and supporting walls, walkways, driveways, parking areas, pumps, trees, lawns, stoops, wires, conduits, utility lines and ducts, now or hereafter situated on the Condominium Property, are hereby declared and established as the Common Areas.

6.02 Status. All Common Areas included in the Condominium subjected by the Declaration are fully installed, completed and in operation for the use of the Unit Owners.

ARTICLE VII DESCRIPTION OF LIMITED COMMON AREAS

7.01 Specific Uses. The areas shown in the Drawings included within the Common Areas appurtenant to a Unit are deemed Limited Common Areas designated as reserved for the exclusive use of the appurtenant Unit or Units as designated in the Drawings.

7.02 General Uses. All plumbing, electrical, heating, cooling and other utility service lines, pipes, wires, ducts and conduits which serve only one (1) Unit shall be Limited Common Areas for the exclusive use of the Unit served thereby.

ARTICLE VIII
USE OF COMMON AREAS

8.01 General. Each Unit Owner shall own an undivided interest in the Common Areas as a tenant in common with all other such Unit Owners and, except as otherwise limited in the Declaration and in the By-Laws, shall have the right to use the Common Areas for all purposes incident to the use and occupancy of his Unit as a place of business and such other incidental uses as permitted by the Declaration and the By-Laws, including the non-exclusive easement together with other Unit Owners for the use and enjoyment of the Common Areas, and for ingress and egress to and from their respective Units, which right shall be appurtenant to and shall run with his Unit. The extent of such ownership in the Common Areas is hereby deemed and expressed by the percentage amount set forth in Article IX hereof, which shall remain constant and shall not be changed except by an Amendment pursuant to the provisions of Section 9.03.

ARTICLE IX
OWNERSHIP OF COMMON AREAS

9.01 Percentage of Ownership. The Percentage of Ownership of the Common Areas attributable to the ownership interest in each Unit and for the division of Common Profits, Common Surplus, and Common Expenses is as follows:

<u>Unit No.</u>	<u>Percentage of Ownership</u>
7036	100%

9.02 Computation. Each Unit's Percentage of Ownership as herein set forth was determined by comparing the total square footage of such Unit to the aggregate square footage of all of the Units on the date when the Declaration is filed for record, or stated in another way, the Percentage of Ownership of a particular Unit is equal to a fraction; the numerator of which is the square footage of such Unit and the denominator of which is the total square footage of all of the Units.

9.03 Amendment. The Percentage of Ownership as herein set forth shall not be altered except by an Amendment unanimously approved by all Unit Owners.

ARTICLE X
REGULATION OF COMMON AREAS

10.01 General. The Board of Managers may by majority vote adopt reasonable Rules and Regulations and may amend the same which the Board of Managers may deem advisable for the maintenance, conservation and beautification of the Condominium Property for the health, comfort, safety and general welfare of the

Unit Owners and occupants of the Condominium Property. Written notice of the Rules and Regulations and copies thereof shall be made available to all Unit Owners and occupants of the Condominium Property.

10.02 Penalties and Fines. The Rules and Regulations may establish reasonable fines and penalties for violations of such Rules and Regulations. Any such fines and penalties shall be considered a Special Individual Unit Assessment against the Unit for which it is imposed or charged.

10.03 Conflict. In the event of any conflict between the Rules and Regulations and the provisions of the Declaration and/or By-Laws, the provisions of the Declaration and/or By-Laws shall govern.

ARTICLE XI **RESTRICTIONS ON THE USE OF CONDOMINIUM PROPERTY**

11.01 Obstruction of Common Areas. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Board of Managers, except as hereinafter expressly provided.

11.02 Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance of the Building, or contents thereof without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on the Building or contents thereof, or which would be in violation of any law. No waste will be permitted in the Common Areas.

11.03 Exterior Surfaces of Building. Unit Owners shall not cause or permit anything to be hung or displayed on the outside walls of the Building.

11.04 Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Areas nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.

11.05 Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, on, or to the Common Areas which will impair the structural integrity of the Building or which would change the Building.

11.06 Alteration of Common Areas. Nothing shall be altered, constructed in or removed from the Common Areas except as hereinafter provided, and except upon the written consent of the Board of Managers.

11.07 Parking Lot. No vehicle of any kind shall be stored in the parking lot or on the Common Areas. The term "stored" means that a vehicle remains in the parking lot for more than seventy-two (72) hours.

11.08 Conduct of Business. All business uses will be restricted to the confines of the Units and the Common Areas will not be used for display or sale of any merchandise or services.

11.09 Additional Structures. No additional structures or accessory structures of any nature whatsoever shall be erected or constructed upon the Common Areas, except as originally designated or contemplated by the Declarant.

11.10 Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas.

11.11 Trash and Storage. All trash, rubbish, garbage or other materials being thrown away or disposed of by Unit Owners, their guests, invitees or tenants, must be placed in private trash containers which shall be supplied by the Association or through the Unit Owner. All such trash, rubbish, garbage or other materials and the method of their collection from the private trash containers, together with various other matters such as type and size of the private trash containers and whether such trash containers may be located outside of a Unit on days other than collection day, shall be subject to the Rules and Regulations adopted by the Association. The Association shall have control over all aspects of the method and manner by which trash, rubbish, garbage or other materials are to be removed from the premises and shall have control of the selection of the organization, agent or independent contractor to be responsible for the collection and removal.

11.12 Signs. No signs or other displays of advertising shall be maintained or permitted on any part of the Condominium Property except:

- (a) The Association shall maintain uniform requirements as to the listings on such signs;
- (b) The right is reserved by Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied Unit;
- (c) No Unit Owner may place "For Sale" or "For Rent" signs on any part of the Condominium Property except in accordance with specific guidelines set forth by the Board of Managers.

11.13 Fencing. No fencing or walls shall be permitted on the Common Areas, with the exception of those installed by the Declarant.

ARTICLE XII UNIT OWNERS' ASSOCIATION

12.01 General. Declarant formed the Association to administer the Condominium Property. The Association shall be governed by the Declaration and the By Laws. A Board of Managers and the officers of the Association elected as provided in the By-Laws shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, by the By-Laws and by the Declaration, upon the Association except as otherwise specifically provided; provided, however, that in the event any such power, duty, or right shall be deemed exercisable or dischargeable by or vested in an officer or member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of the Declaration and the By-Laws.

12.02 Membership in the Association. Membership in the Association is limited to Unit Owners. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a Member. Such membership shall terminate upon the sale or other disposition by such Member of a Condominium Ownership Interest, at which time the new Owner of such Unit automatically shall become a Member. Declarant shall be a Member as long as it retains title to any Unit.

12.03 Voting Rights. Each Unit Owner shall be entitled to vote in accordance with the Percentage of Ownership of any Unit owned by him. In the event a Unit has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Unit Owners, the voting rights of such Unit shall not be exercised so long as it continues to be so held. If two (2) or more persons, whether fiduciaries, tenants in common or otherwise own undivided interest in a Unit, each may exercise the proportion of the voting power of all the owners of his Unit that is equivalent to his Percentage of Ownership.

12.04 Service of Process. The person to receive service of process for the Association shall be the president of the Association. Until such time as a president is elected, service may be made upon Leonard K. Snell, 6820 Loop Road, Centerville, Ohio 45459.

12.05 First Meeting of Association. A first meeting of the Association shall be held no later than the date on which twenty-five percent (25%) of the Condominium Ownership Interests have been sold and conveyed by the Declarant. The purpose of such meeting shall be to elect two (2) members to the Board of Managers from Unit Owners, other than Declarant.

12.06 Declarant's Rights. During the Control Period, the powers, rights, duties and functions of the Association shall be exercised by a Board of Managers selected by the Declarant.

12.07 Turnover. Within thirty (30) days after the expiration of the Control Period, the Association shall meet and elect all members of the Board of Managers and all other officers of the Association. The persons so elected shall take office immediately from such election. After said meeting, the Declarant shall deliver to such Board of Managers or officers, correct and complete books and records of account as provided by the By-Laws and Section 5311.09(A) of the Ohio Revised Code.

12.08 Limitations. The Association shall have no authority to pay for out of its maintenance fund any capital additions and improvements having a total cost in excess of Five Thousand Dollars (\$5,000.00), unless it is for the purpose of replacing or restoring portions of the Common Areas. The Association shall not authorize any structural alterations, capital additions to, or capital improvements of the Common Areas requiring any expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case, the prior approval of a Majority of Unit Owners.

12.09 No Active Business to be Conducted for Profit. Nothing contained in the Declaration or in the By-Laws shall be construed to give the Association authority to conduct active business for profit on behalf of a Majority of the Unit Owners.

12.10 Delegation of Duties. The Board of Managers may and has the authority to delegate to persons, firms or corporations of its choice, such duties and responsibilities of the Association as it may from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

12.11 Special Services. The Board of Managers may arrange for the providing of any special services and facilities for the benefit of any Unit Owners that may desire to pay for the same. Fees or charges for such special services and facilities shall be determined by the Board of Managers and will be charged directly to the participating Unit Owners.

ARTICLE XIII **AMENDMENT OF DECLARATION AND BY-LAWS**

13.01 General. Unless otherwise specifically provided for herein, the Declaration and the By-Laws may be amended only upon the affirmative vote of the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Any Amendment must be Recorded. Such Amendment must be executed with the same formalities as this instrument and must refer to the microfiche number in which the Declaration and its Exhibits are Recorded.

13.02 Mortgage or Mortgagee. Any Amendment which adversely affects the value, priority or the security of any mortgagee of record shall require the written consent of such mortgagee of record. Any Amendment affecting the underwriting requirements of any mortgagee shall require the written consent of such mortgagee. Any Amendment affecting language specifically referring to mortgagees shall require the written consent of all mortgagees of record.

13.03 Declarant's Rights. Any Amendment affecting any rights granted or reserved to the Declarant by the Declaration or By-Laws shall require the written consent of the Declarant.

13.04 Limited Declarant's Right. In addition to any other rights granted to Declarant in the Declaration, the Declarant shall have and hereby reserves the right and power, and each Unit Owner by the acceptance of a deed is deemed to and does give, grant and confer to Declarant a power of attorney, which right and power is coupled with an interest and runs with title to the Unit and is irrevocable for a period of five (5) years from the filing date hereof or the filing date of the last Amendment hereto, whichever last occurs to amend the Declaration, the By-Laws or any other Exhibits hereto and to execute any and all documents deemed necessary or desirable by Declarant to conform to its development plans, to increase the amount of Additional Property, requirements of any lending institution, or to correct scrivener, clerical, or typographical mistakes or drafting inconsistencies.

ARTICLE XIV
MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

14.01 Association. Except as otherwise provided herein, management, maintenance, repairs, alterations and improvements of the Common Areas shall be the responsibility of the Association.

14.02 Delegation to Managing Agent. The Association may delegate all or any portion of its authority to discharge its responsibilities to a Managing Agent; subject to the limitations that any such delegation be by a written contract of no longer than one (1) year in duration and terminable by either party without cause upon sixty (60) days written notice without any termination charges or other penalties. At the filing date of the Declaration, no such contract has been entered into.

14.03 Mortgagee. A Managing Agent may be required by any lending institution holding mortgages on over fifty-one percent (51%) of the Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units. The Association shall provide such mortgagee or mortgagees, as the case may be, with a copy of any management agreement entered into by the Association and such Managing Agent.

14.04 Unit Owner. The responsibility of each Unit Owner shall be as follows:

- (a) To maintain, repair and replace, at his expense, all portions of his Unit and all internal installations of such Unit such as heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries and which exclusively serve such Unit.
- (b) To maintain those areas or items which are designated by the Declaration as Limited Common Areas for the exclusive use of such Unit Owner.
- (c) To maintain, repair and replace, at his expense, all portions of the Common Areas which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself, or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such Owner.
- (d) To maintain and repair all windows and doors of his Unit and of all associated structures and fixtures therein which are appurtenances to his Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.
- (e) To perform his responsibilities in such a manner so as not to unreasonably disturb other persons residing within the Building.
- (f) To promptly report to the Association or its Agent any defect or need for repairs, the responsibility of which is with the Association.

- (g) Not to make any alterations in the portions of the Unit or the Building which are to be maintained by the Association or remove any portion thereof or make any addition thereto, or do anything which would or might jeopardize or impair the safety or soundness of the Building, without first obtaining the written consent of the Board of Managers and not to impair any easement without first obtaining the written consents of the Association and of the Unit Owner or Unit Owners for whose benefit such easement exists.

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

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

ARTICLE XV

EASEMENTS

15.01 Encroachments. In the event that by reason of the construction, settlement or shifting of the Building or by reason of the partial or total destruction and rebuilding of the Building, any part of the Common Areas presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas, or if by reason of the design or construction of any Unit it shall be necessary or advantageous to a Unit Owner to use or occupy for formal uses and purposes any portions of the Common Areas consisting of unoccupied space within the Building and adjoining his Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other Unit or more than one Unit presently encroaches or shall hereafter encroach upon any part of any Unit, then valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Areas, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided however, that no valid easement for any encroachment shall be created in favor of the Unit Owner of any Unit or in favor of the Common Areas if such encroachment is caused by the willful conduct of said Unit Owner.

15.02 Easements for Repair, Maintenance and Restoration. The Association shall have a right of access and an easement to, over, and through all of the Condominium Property, including each Unit, for ingress and egress and all other purposes which enable the Association to perform its obligations, rights, and duties with regard to maintenance, repair, and restoration, provided that exercise of this easement, as it affects the individual Units, shall be at reasonable times with reasonable notice to the individual Unit Owners. Any damage resulting to a particular Unit through the provisions of this Article shall be repaired by the Association, the cost of which will be a Common Expense to all of the Unit Owners.

15.03 Easements Through Walls Within Units. Easements are hereby declared and granted to the Association to install, lay, maintain, repair and replace the pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the Units, whether or not such walls be in whole or in part within the Unit boundaries. A Unit Owner shall have the permanent right and easement to and through the Common Areas and walls for the use of water, sewer, power, television antenna and other utilities now or hereafter existing within the walls of the Unit. Any damage resulting to a particular Unit as a result of the easement herein granted to the Association, shall be repaired by the Association, the cost of which will be a Common Expense to all of the Unit Owners.

15.04 Easements for Certain Utilities and Cable Television. The Association may hereafter grant easements on behalf of Unit Owners to entities for utility purposes for the benefit of the Condominium Property. Each Unit Owner hereby grants and the transfer of title to a Unit Owner shall be deemed to grant the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.

15.05 Easements for Construction. Declarant hereby reserves for itself a right and easement to enter upon the Common Areas to do all things necessary to complete construction and to complete development of the Condominium Property.

15.06 Service Easements. An easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all other similar persons and to the local governmental authorities, but not the public in general, to enter upon the Common Areas in the performance of their duties.

15.07 Water Easement. The Association shall have a right and easement to the exterior water taps or faucets of any Unit for the purpose of watering any Common Areas landscaping; provided however, that such use shall be reasonable and the Association shall reimburse the Unit Owner for any excessive use of water.

15.08 Consent to Easements. Each Unit Owner hereby grants and the transfer of title to a Unit Owner shall be deemed to grant the Declarant an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, and his mortgagee or mortgagees, such instruments as may be necessary to effectuate any easements granted or reserved by the Declarant in this Article.

15.09 Easements Shall Run With Land. All easements and rights herein described are easements appurtenant, 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 Declarant, its successors and assigns and any Unit Owner, purchaser, mortgagee and

any other person having an interest in said land, or any part or portion thereof. Failure to refer specifically to any or all of the easements described in the Declaration in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said easements, but same shall be deemed conveyed or encumbered along with the Unit.

ARTICLE XVI HAZARD INSURANCE

16.01 Fire and Extended Coverage Insurance. The Association shall obtain and maintain for the benefit of all Unit Owners and mortgagees, insurance on all Buildings, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage", with no co-insurance and in an amount not less than one hundred percent (100%) of the replacement value thereof. In the event such policy contains co-insurance provisions, such policy shall contain an agreed amount endorsement. Such insurance shall be written in the name of and the proceeds thereof shall be payable to the Association for each of the Unit Owners and mortgagees for the purposes set forth in this Article in accordance with the Percentage of Ownership. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. Said policy shall also provide that despite any clause that gives the insurer the right to restore damage in lieu of a cash settlement, such right shall not exist in case the Condominium Property is removed from the provisions of Chapter 5311 of the Ohio Revised Code pursuant to the provisions of the Declaration. Such policy shall provide coverage for built-in installed fixtures and equipment in an amount not less than one hundred percent (100%) of the replacement value thereof, and shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Unit Owner as hereinafter permitted.

16.02 Prohibition. No Unit Owner may purchase an individual policy of fire and extended coverage insurance for his Unit or his interest in the Common Areas as real property. If irrespective of this prohibition a Unit Owner purchases an individual policy insuring such Unit or interest, said Unit Owner shall be responsible to the Association for any loss or expense that such policy may cause in adjusting the Association's insurance and such amount of loss shall be a lien on his Unit and enforced in the manner provided for in Section 21.04.

16.03 Certificates and Notice of Cancellation. Such policy of insurance shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice not less than ten (10) days prior to any expiration or cancellation of such coverage to any mortgagee or mortgagees of any Unit.

16.04 Subrogation. Such policy shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit Owner, member of his family, his tenant or other occupant of the Condominium Property, for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

- 16.05 Mortgagee's Right.** If the required insurance coverage under Section 16.01 ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association, shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Condominium Property, and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by a special assessment against all Unit Owners under Article XXI of the Declaration and shall not require a vote of the Members, anything to the contrary in the Declaration notwithstanding.
- 16.06 Sufficient Insurance.** In the event the improvements forming a part of the Condominium Property or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment thereof; provided however, that in the event, within thirty (30) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to Section 16.11, shall elect to sell the Condominium Property or to withdraw the same from the provisions of the Declaration, then such repair, restoration or reconstruction shall not be undertaken.
- 16.07 Insufficient Insurance.** In the event the improvements forming a part of the Condominium Property or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction thereof, unless the Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section 16.11, elect to withdraw the property from the provisions of the Declaration, such repair, restoration or reconstruction of the Units so damaged or destroyed shall be undertaken by the Association at the expense of all the Unit Owners in the same proportions in which they shall own the Common Areas. Should any Unit Owner refuse or fail, after reasonable notice, to pay his share of such cost in excess of available insurance proceeds, the Association shall be assessed to such Unit Owner and such assessments shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the non-payment of assessments.
- 16.08 Procedure for Reconstruction or Repair.** Immediately after a casualty causing damage to any portion of the Condominium Property 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 may include professional fees and premiums for such bonds as the Board of Managers deems necessary.
- 16.09 Construction Funds.** The insurance proceeds and the sums received by the Association from the collection of special assessments against Unit Owners on account of such casualty shall be considered a special construction fund to be disbursed by the Association to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance funds.

16.10 Adjustment. Each Unit Owner shall be deemed to have delegated to the Board of Managers his right to adjust with insurance companies, all losses under the insurance policies referred to in this Article.

16.11 Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of two-thirds (2/3) or more of the Units, the Unit Owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, may elect not to repair or restore such damage or destruction. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition by 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 Percentage of Ownership. No Unit Owner shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

16.12 Deductible. Any amounts paid by the Association on the account of any insurance claim shall be a Special Individual Unit Assessment against the Unit for which such claim was presented.

ARTICLE XVII **INSURANCE TRUSTEE**

17.01 General. At the option of the Declarant, or upon the written request by any lending institution holding mortgages on over fifty-one percent (51%) of the Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units, the Association shall select an Insurance Trustee for the purposes herein set forth.

17.02 Selection Prior to a Loss. If such selection is prior to any loss, the Association shall make all insurance policies under Section 16.01 payable to such Insurance Trustee for and on behalf of each of the Unit Owners and mortgagees for the purposes set forth in Article XVI in accordance with the Percentage of Ownership. All insurance policies shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

17.03 Selection After a Loss. If such selection of an Insurance Trustee is after a loss, the Association shall pay over to the Insurance Trustee any funds received under such insurance policies and resulting from any special assessments against the Unit Owners. Said funds are to be held by the Insurance Trustee in accordance with the provisions hereof.

17.04 Non-Liability. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal of the policies, 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.

17.05 Procedure for Reconstruction or Repair if an Insurance Trustee Has Been Selected. The insurance proceeds and the sums deposited with the Insurance Trustee by the Association from collections of special assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed to the Insurance Trustee and be applied by the Insurance Trustee to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses, but not more frequently than once in any calendar month. Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work who shall be selected by the Association, setting forth: (a) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate; (b) 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, materialman's or similar lien arising from such work; and (c) 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 Insurance Trustee after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of 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 disbursed to the Association.

17.06 Reliance. 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. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

ARTICLE XVIII

LIABILITY AND OTHER INSURANCE

18.01 Liability Insurance. The Association, as a Common Expense, shall insure itself, the Board of Managers, all Unit Owners, employees, invitees, agents, tenants and all persons lawfully in the possession or control of any part of the Condominium Property, against liability for bodily injury, disease, illness or death and to or destruction of property occurring upon, in or about, or arising from the property occurring upon, in or about, or arising from the Common Expense. The Association shall maintain liability insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness or death sustained by any one (1) person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one (1) occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one (1) accident.

18.02 Prohibition. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual units or Limited Common Areas appertaining thereto.

18.03 Insufficient Liability Insurance. In the event that the proceeds of any liability policy be insufficient, any deficit shall be charged to all Unit Owners as a Special Individual Unit Assessment.

18.04 Other Insurance. The Association, as a Common Expense, shall also obtain such additional insurance as the Board of Managers considers necessary, including without limitation, fidelity bonds for anyone who handles or is responsible for funds held or administered by the Association.

18.05 Amount of Fidelity Coverage. The amount of such fidelity bond shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal the sum of three (3) months assessments on the Units in the Condominium, together with the reserve funds, if any.

18.06 Notice of Cancellation or Substantial Change. Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association, and any mortgagee named in the mortgage clause if applicable, in writing of the cancellation or a substantial change of coverage at least ten (10) days prior to such cancellation or substantial change.

18.07 Annual Review. The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually.

ARTICLE XIX

REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY

19.01 General. The Association may by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board of Managers shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Unit, less the amount of any liens and encumbrances thereon as of the date such vote is taken, in return for a conveyance of his Unit, subject to such liens and encumbrances, to the President of the Association as trustee for all other Unit Owners. In the event of such election, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have not so elected, shall be made within ten (10) days thereafter, and, if such Unit Owner and a majority of the Board of Managers cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three (3) appraisers, one of which shall be appointed by such Unit Owner, one of which shall be appointed by the Board of Managers and the third of which shall be appointed by the first two (2) appraisers.

ARTICLE XX
REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

20.01 Abatement and Enjoinment. The violation of any restriction, condition or regulation adopted by the Board of Managers, or the breach of any covenant or provision contained in the Declaration or in the By-Laws shall give the Board of Managers the right, in addition to the rights hereinafter set forth in this section: (a) to enter upon the land or Unit portion thereof upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of the Declaration and the By-Laws and the Board of Managers, or its Managing Agent, shall not be thereby 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.

20.02 Involuntary Sale. If any Unit Owner, either by his own conduct or by the conduct of any employee or agent of his, shall violate any of the covenants, restrictions or provisions of the Declaration, or of the By-Laws, or the Rules and Regulations, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty (30) day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Board of Managers against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit ownership of the defaulting Unit Owner, or in the alternative, a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Unit Owner in the property shall be sold, in a judicial sale, upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, and all other expenses of the proceedings, and all such items shall be taxes against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens, other than that of the first mortgage, may be paid to the Unit Owner. Upon the confirmation of such sale the purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale and the decree shall so provide that the purchaser shall take the interest in the property sold subject to the Declaration.

20.03 Civil Action. Declarant, Developer, Agent, Unit Owner, or any person entitled to occupy a Unit of the Condominium Property is liable in a civil action for damages caused to any person by his failure to comply with any lawful provision of the condominium instruments. Any interested person may commence an action for a declaratory judgment to determine his legal relations under the condominium

instruments or to obtain an injunction against a Declarant, Developer, Agent, Unit Owner, or person entitled to occupy a Unit who refuses to comply, or threatens to refuse to comply, with any provision of the instruments. One (1) or more Unit Owners may bring a class action on behalf of all Unit Owners. The lawful provisions of the condominium instruments may, if necessary, to carry out their purposes, be enforced against the Condominium Property or any person who owns or has previously owned any interest in the Condominium Property.

20.04 Proper Party. An action by the Association under this Article may be commenced by the Association in its own name or in the name of its Board of Managers or in the name of its Managing Agent.

20.05 Attorneys Fees. In addition to any other remedy provided in the Declaration or in the By-Laws, a Unit Owner agrees that in the event he is in default of the provisions of the Declaration or the By-Laws, he shall be responsible for and the Association shall have the right to collect attorneys fees incurred by the Association in any collection, foreclosure or other legal proceedings to enforce the provisions of the Declaration or By-Laws against such Unit Owner.

ARTICLE XXI

ASSESSMENTS AND LIEN OF ASSOCIATION

21.01 General. Assessments for the maintenance, repair and insurance of the Common Areas and for the insurance of the Units, together with the payment of the Common Expenses, shall be made in the manner provided herein and in the manner provided in the By-Laws.

21.02 Division of Common Profits and Common Expenses. The proportionate shares of the separate Unit Owners of the respective Units for the Common Profits and Common Expenses of the operation of the Condominium Property shall be in accordance with the Percentages of Ownership.

21.03 Non-Use of Facilities. No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his Unit.

21.04 Acceleration and Late Charges. If any monthly or other assessments is not paid within ten (10) days after the same has become due, the Board of Managers, at its option, without demand or notice, may: (a) declare the assessment and if a monthly assessment such monthly assessment plus all monthly assessments remaining on the then current budget, immediately due and payable; and (b) charge a late charge not to exceed \$20.00 and/or interest on any unpaid balance at a rate equal to two percent (2%) above the prime or base rate as being charged by National City Bank, Dayton, Ohio, or any successor thereof.

21.05 Lien of Association. The Association shall have a lien upon the estate or interest in any Unit and its Percentage of Ownership in the Common Areas for the payment of any delinquent assessments chargeable against such Unit. At any time after such delinquency, a certificate of lien for all or any part of the unpaid assessments, including late charges, interest, attorneys fees and if monthly assessments are delinquent, then the remaining unpaid monthly assessments under

the then current budget may be filed with the Recorder of Montgomery County, Ohio pursuant to authorization given by the Board of Managers. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record Owner(s) thereof, and the amount of the delinquency, and shall be signed by the President of the Association.

21.06 Term and Validity of Lien. The lien provided for herein shall remain valid for a period of five (5) years from the date of filing, unless sooner released or satisfied, in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages or real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

21.07 Priority of Association's Lien. The lien provided for in Section 21.05 is prior to any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments and liens of bona fide first mortgages that have been 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 its President, pursuant to authority given to him by the Board of Managers. In the foreclosure action the Unit Owner affected shall be required to pay a reasonable rental for the Unit during the pendency of the action, and the plaintiff in the action is entitled to the appointment of a receiver to collect the rental. In the foreclosure action the Association, duly authorized by action of its Board of Managers, is entitled to become a purchaser at the foreclosure sale.

21.08 Special Individual Unit Assessment. Notwithstanding anything to the contrary herein, if the Association shall incur any cost or expense, including without limitation filing fees and/or attorney's fees, for or on account of any item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission or failure to pay assessments or comply with the provisions of the Declaration or Rules and Regulations of and by any Unit Owner or his invitees or lessees, such cost of expense shall be borne by such Unit Owner and not by the Association, and if paid by the Association, shall be paid or reimbursed to the Association by such Unit Owner as a Special Individual Unit Assessment forthwith upon the Associations' demand.

21.09 Dispute as to Common Expenses. Any Unit Owner who believes that the portion of Common Expenses chargeable to his Unit for which a certificate of lien has been filed by the Association has been improperly charged against him or his Unit may commence an action for the discharge of such lien in the Court of Common Pleas for Montgomery County, Ohio.

21.10 Non-Liability of Foreclosure Sale Purchaser or an Acquirer of Title in Lieu of Foreclosure for Past Due Common Expenses. Where the mortgagee of a first mortgage of record, or other purchaser of a Unit, acquires title to the Unit as a result of a foreclosure of any lien or a deed in lieu of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of the Common Expenses or assessments shall be deemed to be Common Expenses collectable from all of the Units, including that of such acquirer, his successors or assigns.

21.11 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit other than a conveyance in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee and his mortgagee shall be entitled to a statement from the Board of Managers setting forth the amount of all unpaid and current assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE XXII

COMBINATION, SUBDIVISION OR REALIGNMENT OF UNITS

22.01 Unit Owner. Any Unit Owner or Unit Owners shall have the right to divide or otherwise realign Unit or Units owned by such Unit Owner or Unit Owners. Any such division, combination or realignment shall require the written consent of the Board of Managers and shall be in compliance with all governmental laws, codes, ordinances and regulations. The cost of any such division, combination or realignment shall be the responsibility of the Unit Owner or Unit Owners of the Unit or Units undergoing such division, combination or realignment.

22.02 Declarant. Notwithstanding the provisions above, as long as the Declarant owns a Unit or Units, it shall have the right without further authorization from either the Unit Owners or the Board of Managers to divide, combine or otherwise realign a Unit or Units held by it in order to facilitate their sale. The rights granted to Declarant herein may not be modified or deleted by an Amendment to the Declaration or otherwise as long as the Declarant owns a Unit.

22.03 Restrictions. In no event shall any division, combination or realignment, whether by a Unit Owner or Unit Owners or by Declarant:

- (a) Alter or diminish the Common Areas;
- (b) Alter or diminish the Percentage of Ownership and the voting power or rights of the Units not affected or involved in such division, combination or realignment;
- (c) Diminish the total Percentage of Ownership, voting power or rights, and share of the Common Expenses previously allocated to the Unit or Units undergoing such division, combination or realignment.

22.04 Amendments. Any division, combination or realignment within this Article shall become effective upon the Recording of an Amendment. Said Amendment shall contain and/or be accompanied by the following:

- (a) A Drawing or set of Drawings as provided in Section 5311.07 of the Ohio Revised Code showing all the particulars of the division, combination or realignment;

- (b) A schedule or statement specifying the Percentage of Ownership, the proportionate share of the Common Surplus and Common Expenses, and the voting power of the Unit or Units resulting from such division, combination or realignment;
- (c) Consent of the Board of Managers where applicable.

ARTICLE XXIII
ADDITIONAL PROPERTY

23.01 Contemplated Annexation by Declarant. Declarant is the owner in fee simple of certain real property adjacent to the Condominium Property. It is the desire of the Declarant to submit the Additional Property, together with the Buildings and other improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of the Declaration and Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property.

23.02 Reservation of Option to Expand. Declarant hereby expressly reserves the option at any time within a period of seven (7) years, commencing on the date the Declaration is filed for record, to take the action so contemplated in submitting all or any part of the Additional Property, together with the Buildings and other improvements to be built thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of the Declaration and Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property.

23.03 Option to Renew. The right and reservation of the Declarant to expand the Condominium Property pursuant to this Article may be extended for an additional seven (7) year period, beyond the period specified in Section 23.02, at the option of the Declarant. Such option must be exercised by the Declarant within six (6) months prior to the expiration of the original seven (7) year period, and consented to by the majority of the Unit Owners, other than Declarant. The only circumstances that will terminate this option to renew prior to the time limits described herein would be the completion of the entire development by the submission of the maximum number of Units to the Condominium.

23.04 Limitations on Declarant's Option. Unless otherwise specified in this Article, there are no limitations on Declarant's option to annex or add the Additional Property to the Condominium Property. The consent of Unit Owners to annex or add such Additional Property is not required.

23.05 Additional Property. Declarant, in its absolute discretion, may annex or add all or any part of the Additional Property in whatever quantity, amount, sequence or order that it may determine. There are no limitations on Declarant as to the amount of the Additional Property to be added, the sequencing or order of such additions, nor as to the boundaries or size of such additions.

23.06 Location and Type of Improvements. Unless otherwise specified in this Article, there are no limitations imposed on Declarant as to the location of any improvements that may be made to any portion of the Additional Property, nor any restrictions as to the type and amount of improvements which must or may be made on the Additional Property by Declarant.

23.07 Structures. The structures to be constructed on the Additional Property shall be compatible with the existing structures on the Condominium Property in terms of quality of construction. The structures to be constructed on the Additional Property need not be compatible with the existing structures on the condominium Property in terms of principal materials used, architectural style, size or elevation.

23.08 Units. There will be a maximum of eight (8) Units constructed on the Additional Property, with a density not to exceed three (3) Units per acre. Such Units need not be substantially identical to the Units constructed on the Condominium Property. Unless otherwise specified in this Article, there are no limitations imposed on Declarant as to the types of Units that may be created on the Additional Property.

23.09 Limited Common Areas and Facilities. Declarant reserves the right to designate any portion of the Additional Property as Limited Common Areas and Facilities for the use and enjoyment of any Unit or Units to be constructed thereon.

23.10 Reservation of Right to Amend Declaration. Declarant hereby reserves the right to amend the Declaration, in such respects as Declarant may deem advisable in order to effectuate the generality of the foregoing, the right to amend the Declaration so as to: (a) include any or all of the Additional Property and the improvements which may be constructed thereon as part of the Condominium Property; (b) to include descriptions of Buildings constructed on said real estate and to add drawings thereof to the appropriate exhibits hereto; and (c) to provide that the Unit Owners in the Buildings will have an interest in the Common Areas and Facilities of the Condominium Property, and to amend Article IX so as to establish Percentages of Ownership in the Common Areas and Facilities which the Unit Owners within the Buildings on the Condominium Property will have at the time of such Amendment, which percentage shall be, with respect to each Unit, in the proportion that the square footage of each Unit at the date said Amendment is Recorded bears to the then aggregate square footage of all of the Units within the Condominium Property, which determination shall be made by Declarant and shall be conclusive and binding upon all Unit Owners.

23.11 Consent and Approval for Annexation Amendments. Declarant, 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 mortgagees by acceptance of a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article, including, without limiting the generality of the foregoing, the amendment of the Declaration by Declarant in the manner provided in this Section, and all such Unit Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

23.12 Power of Attorney Coupled with an Interest. Each Unit Owner and his respective mortgagees, by the acceptance of a deed conveying such ownership or a mortgage encumbering such interest, as the case may be, hereby irrevocably

appoints Declarant 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 the Declaration exercises the rights reserved above, to add to the Condominium Property additional property to execute, acknowledge and record for and in the name of such Unit Owner an Amendment for such purpose and for and in the name of such respective mortgagees, a consent to such Amendment.

ARTICLE XXIV
MISCELLANEOUS PROVISIONS

24.01 Grantees and Incorporation Into Deeds. Each grantee of Declarant by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by the Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

24.02 Removal. Upon the removal of the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any Unit, shall terminate and be of no further force nor effect.

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

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

24.05 Notice to Mortgagees. Upon written request to the Board of Managers, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices and other documents permitted or required by the Declaration or the By-Laws to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed, and a copy of any lien filed by the Association.

24.06 No Adverse Action by Declarant. That so long as Declarant, its successors and assigns own one or more of the Units established and described herein, said Declarant, its successors and assigns shall be subject to the provisions of the Declaration and of Exhibits attached hereto, and said Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other right assigned to the Association by reason of the establishment of the Condominium.

24.07 Limitation of Declarant's Liability. Unless otherwise provided in the Declaration or by statute, neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to the Declaration or the By-Laws or in Declarant's capacity as Developer, contractor, owner, manager or seller of the Condominium Property, whether or not such claim shall: (a) be asserted by any Unit Owner, occupant, the Association, or by any person or entity claiming through any of them; (b) shall be on account of injury to persons or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or, except in the case of gross negligence, ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for or arising by reason of the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, occupant, the Association and their respective Agents, employees, guests, invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services.

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

24.09 Liberal Construction. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class Condominium Development.

24.10 Developer's Interest in Common Areas. Except in its capacity as a Unit Owner of unsold Condominium Ownership Interests, the Developer will not retain a property interest in any of the Common Areas after control of the Condominium is assumed by the Association.

24.11 Rights and Obligations of Developer as a Unit Owner. The Developer will assume the rights and obligations of a Unit Owner in its capacity as Owner of Condominium Ownership Interests not yet sold, including without limitation, the obligation to pay Common Expenses, including reserves, attaching to such interests from the date the Declaration was filed for record.

24.12 References. Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration.

IN WITNESS WHEREOF, the Declarant has caused the execution of this instrument this 2ND day DECEMBER, 1996

Signed and acknowledged
in the presence of:

NORMANDY POINTE ASSOCIATES

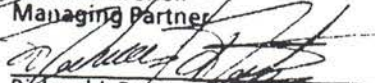

As to both


As to both

By:


Leonard K. Snell
Managing Partner

By:


Richard J. Rentz
Partner

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 2ND day of DECEMBER, 1996 by Leonard K. Snell, Managing Partner and Richard J. Rentz, Partner of Normandy Pointe Associates, an Ohio general partnership, on behalf of the partnership.


Notary Public

CYNTHIA L. LARKINS, Notary Public
In and For the State of Ohio
My Commission Expires Nov. 6, 2001

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
6776 Loop Road
Centerville, Ohio 45459

28

Cont'd at 96-840A01

DEED 96-0839 E12

EXHIBIT "A"

DESCRIPTION OF PHASE ONE

The following described real estate being located in the Township of Washington, County of Montgomery, State of Ohio and being a part of Lot Numbered 2 of the Normandy Office Park Plat as recorded in Plat Book 101, Page 34-A on the plat records of said county and being more particularly described as follows:

Beginning at a found iron pin at the northwest corner of said Lot Number 2;

Thence South $63^{\circ} 57' 30''$ East with the north line of said Lot Number 2, a distance of 145.28 feet to a set #5 rebar;

Thence South $26^{\circ} 02' 30''$ West a distance of 64.00 feet to a set #5 rebar;

Thence South $63^{\circ} 57' 30''$ East a distance of 32.72 feet to a set #5 rebar;

Thence South $26^{\circ} 02' 30''$ West a distance of 69.00 feet to a set #5 rebar;

Thence North $63^{\circ} 57' 30''$ West a distance of 171.92 feet to a set #5 rebar in the south line of said Lot Number 2;

Thence North $34^{\circ} 33' 47''$ West with the south line of said Lot Number 2 a distance of 40.97 feet to a found iron pin;

Thence northeastwardly along the arc of a regular curve to the left having a radius of 230.00 feet and a central angle of $29^{\circ} 23' 43''$ a distance of 118.00 feet to the place of beginning (the long chord to said arc bears North $40^{\circ} 44' 22''$ East a distance of 116.71 feet).

Containing 0.526 of an acre of land more or less.

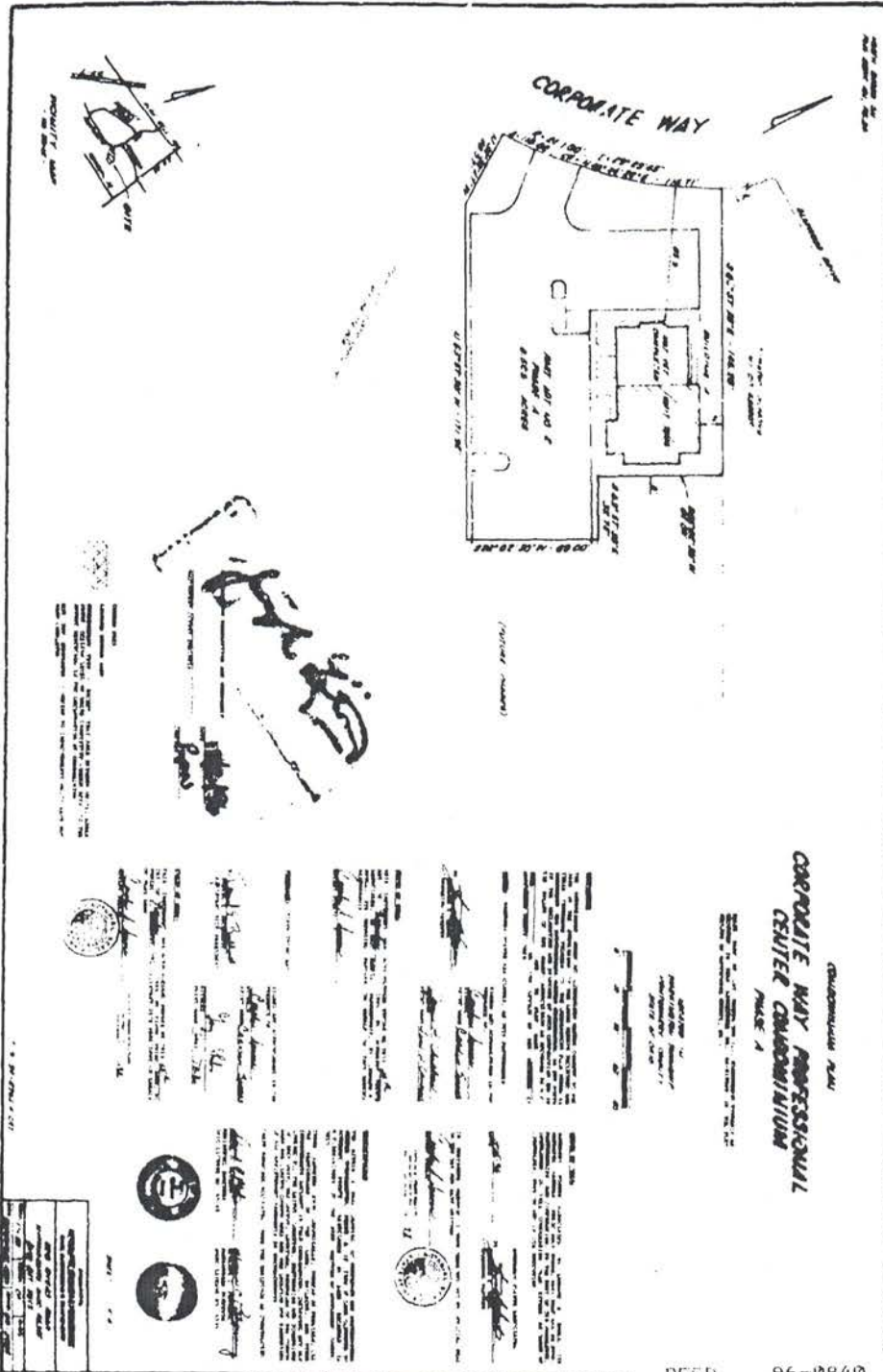
Subject to all easements, restrictions and conditions of record.

Bearings are based on Normandy Office Park Plat, the east line of Lot Number 2 being South $01^{\circ} 36' 35''$ East.

Cont'd From 96-839E12

DEED 96-0840 A01

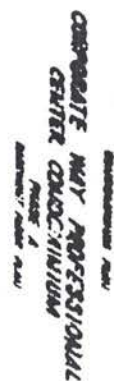
EXHIBIT "B"



CORPORATE WAY PROFESSIONAL
CENTER COMMERCIAL
PAGE 1

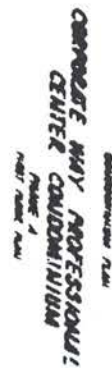
DEED 96-0840 A02

ORIGINAL IN POOR CONDITION



DEED 96-0840 A03

Instrument Number: 1996-00026265 96-00839C02 Seq: 38



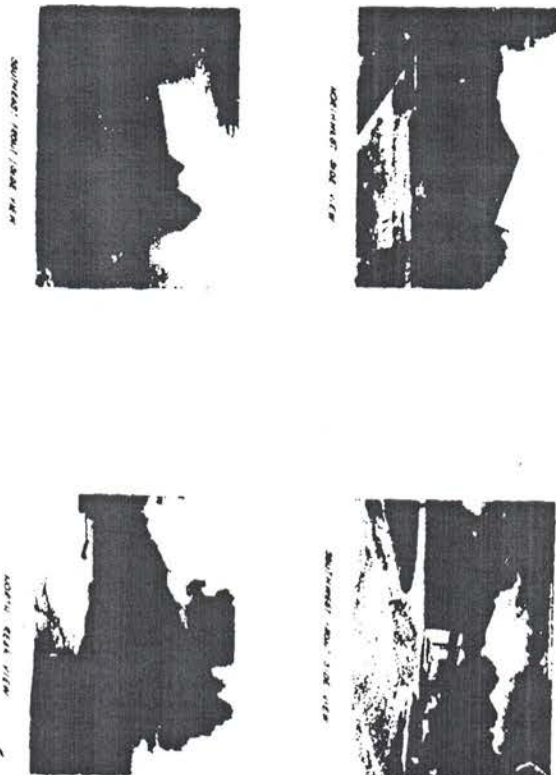
1980-81
 SPECIAL REPORT
 ON RELIGIOUS FREEDOM
 WORLD AND AMERICAN
 RELIGIOUS FREEDOM
 1980-81

DEED 96-0840 A04

ORIGINAL IN POOR CONDITION

Instrument Number: 1936-88826255-96-60839C02 Seq: 39

CORPORATE WAY PROFESSIONAL
 CENTER CONDOMINIUM
 PHASE 4
 NEW YORK, NY



DEED	96-0840	PWS
DATE	1996-08-01	
RECORD	1996-08-01	
INDEX	1996-08-01	
FILE	1996-08-01	

DEED 96-0840 PWS

ORIGINAL IN POOR CONDITION

EXHIBIT "C"

**BY-LAWS OF
CORPORATE WAY PROFESSIONAL CENTER
CONDOMINIUM ASSOCIATION, INC.**

DEED 96-0840 A06

BY-LAWS

Table of Contents

ARTICLE I		
THE ASSOCIATION		1
1.01	Name of Association	1
1.02	Membership and Voting Rights	1
1.03	Proxies	1
1.04	Place of Meetings	1
1.05	First Meeting	1
1.06	Special Meetings	2
1.07	Notice of Meeting	2
1.08	Waiver of Notice	2
1.09	Action by Unanimous Written Consent of the Unit Owners	2
1.10	Order of Business	2
ARTICLE II		
BOARD OF MANAGERS		3
2.01	Number and Qualification	3
2.02	Designation and Terms of Office	3
2.03	Removal of Managers	3
2.04	Vacancies	3
2.05	Mortgagees	4
2.06	Organization Meeting	4
2.07	Regular Meetings	4
2.08	Special Meetings	4
2.09	Voting	4
2.10	Quorum	4
2.11	Action by Unanimous Consent of the Board of Managers	5
2.12	Fidelity Bonds	5
ARTICLE III		
OFFICERS		5
3.01	Designation	5
3.02	Term of Office; Vacancies	5
3.03	President	5
3.04	Secretary	5
3.05	Treasurer	5

DEED 96-0840 A07

ARTICLE IV		
GENERAL POWERS OF THE ASSOCIATION		6
4.01	Payments from Maintenance Funds	6
(a)	Care of Common Areas	6
(b)	Care of Certain Limited Common Areas	6
(c)	Certain Maintenance of Units	6
(d)	Casualty Insurance	6
(e)	Liability Insurance	6
(f)	Wages and Fees for Services	6
(g)	Workmen's Compensation	6
(h)	Discharge of Mechanic's Liens	6
(i)	Additional Expenses	7
4.02	Right of Entry	7
ARTICLE V		
DETERMINATION AND PAYMENT OF ASSESSMENTS		7
5.01	Obligation of Unit Owners to Pay Assessments	7
5.02	Preparation of Estimated Budget	7
5.03	Reserve for Contingencies and Replacements	8
5.04	Periodic Assessments	8
5.05	Uniform Per Unit Expense	8
5.06	Budget for First Year	8
5.07	Failure to Prepare Annual Budget	8
5.08	Books and Records of the Association	8
5.09	Assessments	9
5.10	Audit	9
5.11	Remedies for Failure to Pay Assessments	9
ARTICLE VI		
GENERAL PROVISIONS		9
6.01	Requirement for Managing Agent	9
6.02	Copies of Notices to Mortgage Lenders	9
6.03	Service of Notices on the Board of Managers	9
6.04	Non-Waiver of Covenants	10
6.05	Agreements Binding	10
6.06	Severability	10
SIGNATURES		10

EXHIBIT "C"

CONDOMINIUM ASSOCIATION BY-LAWS

The within By-Laws are executed and attached to the Declaration of Condominium pursuant to Chapter 5311 of the Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owner's Association for the administration of the Condominium Property in the manner provided by the Declaration and by these By-Laws. All present or future owners or tenants or their employees, and any other person who might use the facilities of the Condominium Property in any manner shall be subject to any restrictions, conditions or regulations hereafter adopted by the Board of Managers of the Association. 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 the Units will constitute acceptance and ratification of the Declaration and of these By-Laws. The terms used herein shall have the same meaning as defined in the Declaration.

ARTICLE I
THE ASSOCIATION

1.01 Name of Association. The Association shall be an Ohio not-for-profit corporation and shall be called **CORPORATE WAY PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC.**

1.02 Membership and Voting Rights. Membership requirements and the voting rights of its Members are set forth in the Declaration.

1.03 Proxies. Votes may be cast in person or by proxy. The person appointed as proxy need not be a Unit Owner. Proxies must be in writing and filed with the Secretary of the Association before the appointed time of each meeting or action taken. Unless otherwise provided, all proxies shall be revocable at any time by delivering written notice of such revocation to the Secretary of the Association. If, by the terms of a first mortgage a Unit Owner has designated such mortgagee as his proxy, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such proxy designation shall constitute notice of such proxy designation and if the mortgage so states, notice of the irrevocability of such designation.

1.04 Place of Meetings. Meetings of the Association shall be held at such place upon the Condominium Property or at such other place as may be designated by the Board of Managers and specified in the notice of the meeting at 8:00 p.m., or at such other time as may be designated by the Board of Managers and specified in the notice of the meeting.

1.05 First Meeting. The first meeting of members of the Association shall be held within the time limits prescribed by the Declaration and shall be considered the first annual meeting.

1.06 Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Unit Owners as directed by resolution of the Board of Managers or upon a petition signed by a Majority of the Unit Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Unit Owners present, either in person or by proxy.

1.07 Notice of Meeting. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Unit Owner of record, at least fourteen (14) days, but not more than twenty-eight (28) days prior to such meeting. The Unit Owners of record will be determined as of the day preceding the day on which notice is given.

1.08 Waiver of Notice. Notice of the time, place and purpose of any meeting of Members of the Association may be waived in writing, either before or at the commencement of such meeting, by any Members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Members of the Association at any such meeting without protesting prior to or at the commencement of the meeting the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting.

1.09 Action by Unanimous Written Consent of the Unit Owners. Any action which may be authorized or taken at a meeting of the Unit Owners may be authorized or taken without a meeting in a writing or writings signed by all of the Unit Owners. The writing or writings evidencing such action taken by the unanimous written consent of the Unit Owners shall be filed with the records of the Association. Written notice of any action proposed to be taken by the unanimous written consent of the Unit Owners shall be sent to all persons entitled to notice under Section 6.03 of these By-Laws at least five (5) days prior to the circulation of the action for unanimous written consent among the Unit Owners and shall specify the action proposed to be so taken.

1.10 Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of committees
- (f) Election of inspectors of election
- (g) Election of managers
- (h) Unfinished business
- (i) New business
- (j) Adjournment

ARTICLE II
BOARD OF MANAGERS

2.01 Number and Qualification. The Board of Managers shall be composed of a number of Members equal to the number of Units as may exist in the Condominium from time to time, pursuant to the provisions of the Declaration and any Amendments. Each Unit Owner may designate that number of Members equal to the number of Units such Unit Owner owns. All such members shall be Unit Owners, or in the case of partnership owners, members or employees of such partnership, or in the case of fiduciary owners or officers or employees of such fiduciary. Any member of the Board of Managers who ceases to be associated in any one of the enumerated capacities with the Unit Owner that selected him shall be deemed to have resigned as of the date upon which such association terminates and shall be replaced forthwith by a substitute designated by such Unit Owner. Anything to the contrary contained in these By-Laws notwithstanding, if any Unit Owner shall hold title to two (2) or more Units, such Unit Owner may designate one individual to serve as its designee on the Board of Managers for all of its Units. In such event, that member of the Board of Managers shall possess the sum total of all the votes each member of the Board of Managers representing the Unit he represents would have possessed were such Units separately represented on the Board of Managers.

2.02 Designation and Terms of Office. At each annual meeting of the Unit Owners, the Unit Owners shall designate the members of the Board of Managers. The members of the Board of Managers shall hold office for a term of one (1) year and until their respective successors shall have been designated; provided, however, that a member of the Board of Managers shall be deemed to have resigned whenever such member, his spouse, or firm, corporation, or other entity he is associated with, sells the Unit which qualified such individual to become a member of the Board of Managers. If, pursuant to Section 2.01, a Member is serving on the Board of Managers for two (2) or more Units owned by the same Unit Owner, and such Member, firm, corporation, or other entity he is associated with, sells one or more Units, he shall be deemed to have resigned as a member with respect to only the Unit or Units sold.

2.03 Removal of Managers. At any regular or special meeting of Unit Owners, any one or more of the members of the Board of Managers may be removed for cause by a majority of Unit Owners; and a successor may then and there or thereafter be designated by the Unit Owner that originally selected the member of the Board of managers so removed. A Unit Owner may remove a member of the Board of Managers designated by him, at any time, with or without cause, by written notification to the Board specifying the date of such removal and the name of the individual designated to succeed the member of the Board of Managers so removed.

2.04 Vacancies. Any vacancy in the Board of Managers shall be filled forthwith by the Unit Owner whose Unit lacks representation. Upon first acquiring a Unit, the Unit purchaser shall be entitled to designate a member of the Board of Managers from after the date title is conveyed to such Unit purchaser. In each of the foregoing situations, the person so designated shall serve on the Board of Managers until his successor shall have been designated at the next annual meeting of the Unit Owners.

- 2.05 Mortgages. Notwithstanding any provision hereof, if, at any one time, one bank or lending institution shall hold mortgages upon more than fifty-one percent (51%) of the Units, such lending institution may designate its representative who shall be an additional member of the Board of Managers. Said representative shall not be subject to the provisions of this Article regarding removal and replacement.
- 2.06 Organization Meeting. Immediately after each annual meeting of Members of the Association, the newly selected Board of Managers shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.
- 2.07 Regular Meetings. Regular meetings of the Board of Managers may be held at such times and places as shall be determined by a majority of the Board of Managers, but at least four (4) such meetings shall be held during each year.
- 2.08 Special Meetings. Special meetings of the Board of Managers may be held at any time upon call by the President or at least fifty percent (50%) of the Board of Managers. Written notice of the time and place of each such meeting shall be given to each member of the Board of Managers either by personal delivery, or by mail, or telegram or telephone at least two (2) days before the meeting, which notice shall specify the purpose of the meeting; provided however, that attendance of any member of the Board of Managers at any such meeting without protesting prior to or at the commencement of the meeting the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or at the commencement of such meeting by any such member of the Board of Managers which writing shall be filed with or entered upon the records of the meeting. If all members of the Board of Managers are present at any meeting of the Board no notice shall be required and any business may be transacted at such meeting.
- 2.09 Voting. The total number of votes of all members of the Board of Managers shall be one hundred (100). Each member of the Board of Managers shall be entitled to cast a number of votes at all meetings of the Board of Managers equal to the Percentage of Interest set forth in Article IX of the Declaration pertaining to the Unit or Units owned by the Unit Owner who designated him as a member of the Board of Managers.
- 2.10 Quorum. The presence in person of members of the Board of Managers having one-half (1/2) of the total authorized votes of all members of the Board of Managers shall constitute a quorum at all meetings of the Board of Managers, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. As used herein, the term "majority of the members of the Board of Managers" shall mean those members of the Board of Managers having more than 50 percent (50%) of the total authorized votes of all members of the Board of Managers present and voting at any meeting of the Board of Managers determined in accordance with the provisions of Section 2.09. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.11 Action by Unanimous Written Consent of the Board of Managers. Any action which may be authorized to be taken at a meeting of the Board of Managers, may be taken or authorized without a meeting in a writing or writings signed by all of the members of the Board of Managers. The writing or writings evidencing such action taken by the unanimous written consent of the Board of Managers shall be filed with the records of the Association.

2.12 Fidelity Bonds. The Board of Managers 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.

ARTICLE III OFFICERS

3.01 Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Managers. The offices of Treasurer and Secretary may be filled by the same person.

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

3.03 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. Subject to directions of the Board of Managers, 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 perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these By-Laws.

3.04 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Managers may direct. He shall be in charge of sending any notices and he shall, in general, perform all the duties incident to the office of Secretary.

3.05 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Managers.

ARTICLE IV
GENERAL POWERS OF THE ASSOCIATION

4.01 Payments from Maintenance Funds. The Association shall establish and shall pay for out of the maintenance funds, the following:

(a) **Care of Common Areas.** The cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Areas.

(b) **Care of Certain Limited Common Areas.** The cost of maintenance, repair and replacement of those Common Areas which are designated by the Declaration as Limited Common Areas for the exclusive use of a particular Unit or Units; excepting however, those responsibilities for care of the Limited Common Areas by Unit Owners as set forth in the Declaration.

(c) **Certain Maintenance of Units.** The cost of the maintenance and repair of any Unit or Limited Common Areas if such maintenance or repair is necessary in the discretion of the Association to protect the Common Areas or any other portion of a building, and the Unit Owner or Unit Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Unit Owner or Unit Owners, provided the Association shall levy a Special Individual Unit Assessment against such Unit Owner for the cost of said maintenance or repair.

(d) **Casualty Insurance.** The premium upon a policy or policies of fire insurance with extended coverage, vandalism and malicious endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

(e) **Liability Insurance.** The premium upon a policy or policies insuring the Association, the members of the Board of Managers and the Unit Owner or Unit Owners against any liability to the public or to the Unit Owners, their invitees or tenants, incident to the ownership and/or use of the Common Areas, as provided in the Declaration, the limits of which policy shall be reviewed annually.

(f) **Wages and Fees for Services.** The fees for services of any person or firm employed by the Association, including but not limited to, the services of a person or firm to act as a manager or managing agent for the Condominium Property and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

(g) **Workmen's Compensation.** The costs of workmen's compensation insurance to the extent necessary to comply with any applicable law.

(h) **Discharge of Mechanic's Liens.** Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the entire Condominium Property rather than merely against the

interests therein of particular Unit Owners, it being understood however, that the foregoing authority shall not be in limitation to any statutory provisions relating to the same subject matter. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it. Any costs incurred by the Association because of said lien or liens shall be specifically assessed to said Unit Owners.

(i) **Additional Expenses.** The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, common expenses or assessments which the Association is required to secure to pay for pursuant to the terms of the Declaration and these By-Laws, or which, in its opinion, shall be 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 By-Laws.

4.02 Right of Entry. A Unit Owner shall grant the right of entry to the Association or its Agent in case of emergency originating in or threatening his Unit, whether the Unit Owner is present at the time or not.

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

5.01 Obligation of Unit Owners to Pay Assessments. Each Unit Owner shall have the duty to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Areas and of other expenses provided for herein. Unless otherwise provided for, such proportionate share shall be in the same ratio as his Percentage of Ownership. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association as hereinafter provided.

5.02 Preparation of Estimated Budget. The Association shall, on or before December 1st of every year, prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements. On or before December 15th, each Unit Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereto. 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 the annual meeting in each calendar year the Association shall supply to all Unit Owners an itemized accounting of the maintenance expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's Percentage of Ownership to the next monthly installment due from Unit Owners during the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's Percentage of Ownership to the installments due in the succeeding six (6) months after rendering of the accounting.

- 5.03 Reserve for Contingencies and Replacements.** The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the same shall be assessed to the Unit Owners according to each Unit Owner's Percentage of Ownership. The Association shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the reasons therefor, the amounts and the date or dates when such further assessment may be payable in a lump sum or in installments.
- 5.04 Periodic Assessments.** Notwithstanding any provision in this Article, the Board of Managers may, at its option, elect that certain expenses such as insurance be paid by periodic assessments based on the billing date of such expenses. If the Board of Managers so elects such expenses shall be separately stated in the budget specifying the amount and due date thereof.
- 5.05 Uniform Per Unit Expense.** In the event that the Association is billed or charged for certain services hereinbefore described on a non-discriminatory uniform per Unit basis by a third party, i.e. trash, management, water and sewer, the Board of Managers may elect to assess such expenses on a strictly per Unit basis. In such event such expenses shall not be considered Common Expenses to be allocated among the Units on the basis of their Percentages of Ownership. Such expenses shall be assessed on a uniform per Unit basis. The Board of Managers shall elect to exercise such option by separately stating and classifying such expenses as per Unit expenses in the annual budget. The Board of Managers, in order to collect such per Unit expenses, may avail themselves of the lien rights and other rights provided in the Declaration for the collection of assessments for Common Expenses.
- 5.06 Budget for First Year.** When the first Board of Managers hereunder takes office the Association shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 5.02.
- 5.07 Failure to Prepare Annual Budget.** The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves as herein provided, whenever the same shall be determined. In the absence of 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 first monthly maintenance payment which occurs more than ten (10) days after such annual or adjusted estimate shall have been mailed or delivered.
- 5.08 Books and Records of the Association.** The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Unit Owners; minutes of the proceedings of the Unit Owners and Board of Managers; and records of the names and addresses of the Unit Owners and their respective percentages of interest in the Common Areas. Such books and records shall be open for inspection

by any Unit Owner or any representative of a Unit Owner, duly authorized in writing, at reasonable times and upon request by a Unit Owner. In addition, the holder of any first mortgage of record may inspect such books and records, at reasonable times and upon reasonable notice, after presentation to the Secretary of the Association of a duly certified copy of its mortgage. Upon ten (10) days notice to the Board of Managers and upon 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.

5.09 Assessments. Monthly assessments shall begin when the Declaration is Recorded. These assessments shall be paid by every Unit Owner of record including those Units the title of which is vested in Declarant after the Declaration is Recorded.

5.10 Audit. Upon the written request of any lending institution holding mortgages on over fifty-one percent (51%) of the Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units, the books of the Association shall be audited, but not more than once every three (3) years by an independent registered or certified public accountant, the results of which shall be sent to every Unit Owner of record, and the holder of any duly recorded mortgage against any Unit ownership who requests a copy thereof in writing.

5.11 Remedies for Failure to Pay Assessments. If an Owner is in default in the monthly payment of the aforesaid charges, the members of the Board of Managers may avail themselves of the lien rights and other rights provided for in the Declaration.

ARTICLE VI GENERAL PROVISIONS

6.01 Requirement for Managing Agent. A Managing Agent may be required by any lending institution holding mortgages on over fifty one percent (51%) of the Units, or by any group of lending institutions who, in the aggregate, hold mortgages on over fifty-one percent (51%) of the Units. The Association shall provide such mortgagee or mortgagees, as the case may be, with a copy of any management agreement entered into by the Association and such Managing Agent.

6.02 Copies of Notices to Mortgage Lenders. Upon written request to the Board of Managers, the holder of any duly Recorded mortgage against any Unit ownership, shall be given a copy of any and all notices and other documents permitted or required by the Declaration or these By-Laws to be given to the Unit Owner or Unit Owners whose Unit ownership is subject to such mortgage, and a copy of any lien filed by the Association.

6.03 Service of Notices on the Board of Managers. Notices required to be given to the Board of Managers or to the Association may be delivered to any member of the Board of Managers or officer of the Association, either personally or by mail, addressed to such member or officer at his Unit.

6.04 **Non Waiver of Covenants.** No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws 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.

6.05 **Agreements Binding.** All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Unit Owners, their successors, heirs and assigns.

6.06 **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, enforceability or effect of the rest of these By-Laws.

WITNESS WHEREOF, the Declarant has caused the execution of this instrument this 2nd day of DECEMBER, 1996.

Signed and acknowledged
in the presence of:

NORMANDY POINTE ASSOCIATES


As to both

By: 
Leonard K. Snell
Managing Partner


As to both

By: 
Richard J. Rentz
Partner

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 2nd day of DECEMBER, 1996 by Leonard K. Snell, Managing Partner and Richard J. Rentz, Partner of Normandy Pointe Associates, an Ohio general partnership, on behalf of the partnership.


Notary Public

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
6776 Loop Road
Centerville, Ohio 45459

CYNTHIA L. LARKINS, Notary Public
In and for the State of Ohio
My Comm. expires May 6, 2001

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