

CR. 836 PAGE 0195

DECLARATION
OF
CONDOMINIUM OWNERSHIP
OF
STONE LANDINGS CONDOMINIUMS
AT COBBLEFIELD DRIVE

2000000016576
Filed for Record in
RICHLAND COUNTY, OH
SARAH M. DAVIS
On 09-12-2000 At 10:08 am.
DECLARDEED 162.00
OR Book 836 Page 195 - 233

Flat 12,000
TRANSFERRED
JACK REINER
COUNTY AUDITOR
30.00

2000000016576
DON HOOVER WELDON HUSTON KEYSER

This conveyance has been examined and the
grantor has complied with section 519.02
of the Revised Code.
FEE \$
EXEMPT
JACK REINER, County Auditor

flat Vol 28 pg 5

835 PAGE 196
C.R.

TABLE OF CONTENTS

	Page
SECTION 1. CERTAIN DEFINITIONS.....	2
SECTION 2. SUBMISSION OF CONDOMINIUM PROPERTY; PURPOSE; NAME.....	3
2.1 Submission and Plan.....	3
2.2 Purpose.....	3
2.3 Name.....	3
SECTION 3. LAND, BUILDING AND UNIT DESCRIPTION.....	3
3.1 Land Description.....	3
3.2 Building Description.....	3
3.3 Unit Description.....	3
SECTION 4. DIVISION OF CONDOMINIUM PROPERTY.....	3
4.1 Reference to Drawings.....	3
4.2 Composition of Units.....	4
4.3 Common Areas and Facilities and Limited Common Areas and Facilities.....	4
4.4 Ownership of Common Areas and Facilities and Limited Common Areas and Facilities.....	4
4.5 Partition.....	6
SECTION 5. COVENANTS AND RESTRICTIONS; RULES AND REGULATIONS.....	7
5.1 Unit Uses.....	7
5.2 Condition of Unit.....	7
5.3 Use of Common Areas and Facilities and Limited Common Areas and Facilities.....	7
5.4 Parking.....	7
5.5 Hazardous Use and Waste.....	8
5.6 Nuisances.....	8
5.7 Impairment of Structural Integrity of Building.....	8
5.8 Heating and Electric.....	8
5.9 Animals and Pets.....	8
5.10 Alteration of Units.....	8
5.11 Exterior Surfaces.....	8
5.12 Signs.....	8
5.13 Rental of Units.....	8
5.14 Non-Discrimination.....	9
5.15 Workshops.....	9
5.16 Rules and Regulations.....	9
SECTION 6. THE ASSOCIATION.....	9
6.1 Establishment and Membership.....	9
6.2 Voting Rights.....	9
6.3 Board of Managers and Officers.....	9
6.4 Authority.....	9
6.5 Service of Process.....	9

SECTION 7. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS.....	9
7.1 General.....	9
7.2 Specific Association Duties.....	9
7.3 Unit Owner's Duties.....	10
SECTION 8. ASSESSMENTS.....	10
8.1 General.....	10
8.2 Division of Common Profits, Common Surplus and Common Expenses; Personal Liability.....	10
8.3 Periodic Assessments.....	10
8.4 Special Assessments.....	11
8.5 Special Individual Unit Assessments.....	11
8.6 Late Charges.....	11
8.7 Non-Use of Facilities.....	11
8.8 Lien of Association.....	11
8.9 Priority of Association's Lien.....	12
8.10 Dispute as to Common Expenses.....	12
8.11 Liability for Assessments Upon Conveyance.....	12
SECTION 9. INSURANCE.....	12
9.1 Hazard Insurance Coverage.....	12
9.2 Public Liability Insurance.....	12
9.3 Exceptions From Insurance Coverage....	13
9.4 Insurance Proceeds.....	13
SECTION 10. DAMAGE OR DESTRUCTION, AND RESTORATION OF BUILDINGS.....	13
10.1 Sufficient Insurance.....	13
10.2 Insufficient Insurance.....	13
10.3 Procedure for Reconstruction or Repair.....	13
10.4 Non-Restoration of Damage or Repair.	14
SECTION 11. EMINENT DOMAIN.....	14
SECTION 12. REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY.....	14
SECTION 13. NOTICE TO MORTGAGEES.....	15
SECTION 14. EASEMENTS.....	15
14.1 Use of Common Areas.....	15
14.2 Maintenance Easement.....	15
14.3 Easements for Encroachments.....	15
14.4 Easement for Support.....	15
14.5 Easements for Utilities.....	15

BR. 836 PAGE 0199

DECLARATION

THIS DECLARATION OF CONDOMINIUM OWNERSHIP OF STONE LANDINGS CONDOMINIUMS AT COBBLEFIELD DRIVE, hereinafter "Declaration", is made on or as of August 29, 2000, pursuant to Chapter 5311 of the Ohio Revised Code, by STONE LANDINGS OF MANSFIELD, LTD., of Mansfield, Ohio and hereinafter known as "Declarant". This Declaration is made under the following circumstances:

A. Declarant is the owner in fee simple of the "Condominium Property" described below, including the real property, improvements therein and appurtenances thereto; and

B. It is the desire of Declarant to create of this property located in the Village of Ontario, Richland County, Ohio, a site of sixty (60) individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of Chapter 5311 of the Ohio Revised Code, and to establish covenants, restrictions and easements governing the use and operation of the Condominium Property.

NOW, THEREFORE, Declarant declares as follows:

SECTION 1. CERTAIN DEFINITIONS

In addition to any other definitions set forth in this Declaration, the following terms shall have the meanings indicated below:

1.1. "Bylaws" means the bylaws of the Unit Owners Association, and any lawful amendments to those bylaws, created for the Condominium as required by the Condominium Act, and which also serve as the Code of Regulations of the Unit Owners Association pursuant to Chapter 1702 of the Ohio Revised Code. The Bylaws are attached to this Declaration as Exhibit A.

1.2. "Common Areas and Facilities" means all of the Condominium Property except those portions described in this Declaration as a Unit or Units and the areas described as Limited Common Areas and Facilities.

1.3. "Common Assessments" means assessments charged proportionately against all Units for common purposes.

1.4. "Common Expenses" means those expenses designated as such in Section 5311 of the Ohio Revised Code, or in accordance with the provisions of the Condominium Documents, or both.

1.5. "Condominium Documents" means the Articles, the Bylaws, the Drawings, and this Declaration.

1.6. "Condominium Ownership Interests" means a fee simple estate in a Unit, together with an appurtenant undivided interest in the Common Areas and Facilities and the Limited Common areas and Facilities.

1.7. "Condominium Property" means the real property described in Section 3.1 of this Declaration. The Condominium property also includes all buildings, improvements, and structures on the real property, all easements, rights and appurtenances belonging to the real property, and all articles of personal property submitted to the provisions of Chapter 5311 of the Ohio Revised Code. The Condominium Property encompasses all of the Units, Common Areas and Facilities and Limited Common Areas and Facilities.

1.8. "Declaration" means the instrument by which property is submitted to the provisions of Chapter 5311 of the Ohio Revised Code and any and all amendments to the Declaration.

1.9. "Drawings" means the drawings and plat for the Condominium filed simultaneously with the submission of this Declaration for recording, attached to this Declaration as Exhibit B, and any lawful amendments to those drawings.

1.10. "Limited Common Areas and Facilities" means those Common Areas and Facilities designated in this Declaration as reserved for the use of the lawful occupants of a certain Unit or Units to the exclusion of the lawful occupants of the other Units.

1.11. "Occupant" means any tenant or other person lawfully in possession or control of any part of a Unit regardless of whether that person is a Unit Owner.

1.12. "Unit" means a part of the Condominium Property consisting of one or more rooms on one or more floors of a building and designated and delineated on the Drawings filed pursuant to Section 5311.07 of the Ohio Revised Code.

836 PAGE 0200

1.13. "Unit Owners" means a person or those persons who own a Condominium Ownership Interest in a Unit.

1.14. "Unit Owners Association" means the organization of all Unit Owners that administer the Condominium Property.

1.15. "Utility Facilities" means all electrical, gas, water, sewer, heating, cooling, venting, communications, cable television and other utility systems, and the equipment, apparatus, service lines, pipes, conduits, circuits, wires, ducts and other facilities associated with those systems, located on or serving the Condominium Property in whole or in part.

6.2.

SECTION 2. SUBMISSION OF CONDOMINIUM PROPERTY; PURPOSE; NAME.

2.1. Submission and Plan. Declarant submits the Condominium Property to the condominium form of ownership under Section 5311 of the Ohio Revised Code. Declarant declares that the ownership of the Condominium Property is divided into freehold estates; each Unit is a freehold estate owned by the Unit Owner of that Unit. The Common Areas and Facilities and the Limited Common Areas and Facilities are a single freehold estate owned by the Unit Owners in the undivided percentages of interests set forth in Section 4. In addition, Declarant declares that the covenants, restrictions and easements contained in the Condominium Documents constitute and are in furtherance of a plan to protect and promote the cooperative aspect of ownership and to facilitate the proper administration of the Condominium Property.

2.2. Purpose. This Declaration is being made to establish separate parcels of the Condominium Property for which fee simple interests may be conveyed, for use for single-family residential living and purposes necessarily incidental thereto; to establish a Unit Owners Association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment, and well being of Unit Owners and Occupants; to administer and enforce the covenants, restrictions and easements contained in the Condominium Documents; and to raise funds for these purposes.

2.3. Name. The name by which the Condominium shall be known is **STONE LANDINGS CONDOMINIUMS AT COBBLEFIELD DRIVE.**

SECTION 3. LAND, BUILDING AND UNIT DESCRIPTION.

3.1. Land Description. The legal description of the Land constituting the Condominium Property submitted to the provisions of Chapter 5311 of the Ohio Revised Code is described on Exhibit C attached hereto and made a part hereof by reference.

3.2. Building Description. There are fifteen (15) separate single-story buildings containing four (4) Units each. The residential buildings are wood-framed construction with stone and vinyl siding exteriors. The roofs are pitched with asphalt or fiberglass shingle coverings. The Units will be constructed on cement slabs. The exterior doors are steel clad in front, with sliding glass doors to the patio enclosure. The residential buildings, driveways, sidewalks, patios and landscaping are of new construction and are in very good condition with no deficiencies, or will be in such condition upon their completion.

3.3. Unit Description. Each Unit will have solid oak trim, oak flush doors, drywall and painted walls, oak cabinets and vanities, one-piece fiberglass tub and showers, Moen faucets, ceramic foyer, vinyl and carpet floors, steel insulated exterior doors, steel paneled garage doors, and cathedral ceilings, plus options on sinks, toilets, privacy doors, etc.

SECTION 4. DIVISION OF CONDOMINIUM PROPERTY.

4.1. Reference to Drawings. The Drawings attached as Exhibit B shall graphically show, so far as possible, all of the particulars of the Land, Buildings and other improvements constituting the Condominium Property, including, but not limited to, the layout, location, designation and dimensions of each Unit; the layout, location and dimensions of the Common Areas and Facilities and Limited Common Areas and Facilities; and the location and dimensions of all easements and encroachments appurtenant to or affecting the Condominium Property.

4.2. **Composition of Units.** Each Unit consists of the space in the building indicated by that Unit's designation on the Drawings, and is bounded by the topside of the unfinished interior of the floor, the bottom side of the unfinished surface of the ceiling, and the inside of the unfinished interior surface of the perimeter walls, all projected, if necessary, by reason of structural divisions, such as interior walls and partitions, to constitute a complete enclosure of space. Each Unit includes, but is not limited to:

- A. The finished interior surfaces, including paint, lacquer, varnish, wallpaper, carpet, floor tile and other finishing materials applied to floors, ceilings and interior and perimeter walls.
- B. All interior and perimeter windows, screens and doors, and non-structural partitions, including the frames, sashes, sills, jams, glass, molding, trim, and hardware, and the space occupied by all of those items.
- C. All fixtures, appliances and Utility Facilities located in and installed for the exclusive of that Unit, commencing at the point of disconnection from the structural body of the building and/or from Utility Facilities serving the entire building or more than one Unit, and including, but not limited to, built-in cabinets, built-in fireplaces, smoke detectors, built-in appliances in the space occupied by all of those items.
- D. All control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting into the Unit from the walls, floors and ceilings which service either the Unit or the fixtures located in the Unit, and the space occupied by all of those items.
- E. All space between perimeter walls, floors and ceilings, including the space occupied by any Utility Facilities or by any supporting wall, structural element or fixture of the building that is necessary for the existence, support, maintenance, safety or comfort of any part of the Condominium Property other than the Unit itself.
- F. All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit.

However, all of the following items located within the bounds of a Unit are excluded from the Unit:

- A. Any supporting wall, fixture or other part of the building that is within the boundaries of a Unit, but which is necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property.
- B. All pipes, wires, ducts, conduits, plumbing, electric, heating, cooling and other Utility Facilities or service lines which serve any other Unit.

A Unit Owner is responsible for all repairs to any area or fixture which is a part of the Individual Unit as described in this section.

4.3. **Common Areas and Facilities and Limited Common Areas Facilities.** The entire bounds of the Condominium Property other than the Units themselves constitute Common Areas and Facilities and Limited Common Area Facilities.

A. The Common Areas and Facilities include, to the extent applicable, but are not limited to, the land, building, foundations, roof, main and supporting walls, columns, girders, joists and beams; Common Area windows and doors; stairwells, halls, corridors, lobbies, fire escapes, balconies, patios, decks, entrances and exits of buildings; any community and recreational facilities; all Utility Facilities except those included in Units as defined above; fixtures and other parts of a building located within the boundaries of the Unit which are necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property; trees, lawns, fences, gardens, landscaping and other natural features; and driveways, pavement and sidewalks.

B. The Limited Common Areas and Facilities include any patio, balcony or deck areas adjacent to a Unit and shown as Limited Common Areas Facilities on the Drawings; all Utility Facilities located in the Common Areas and Facilities that are entirely for the benefit of or serve only one particular Unit. The Limited Common Areas and Facilities also include certain driveways, pavement, garages and sidewalks that are entirely for the benefit of or serve only one particular Unit.

4.4. **Ownership of Common Areas and Facilities and Limited Common Areas and Facilities.** Each Unit owner shall have an equal undivided interest in the Common Areas and Facilities, Limited Common Areas and Facilities and the Clubhouse, as a tenant in common with all other Unit Owners.

This percentage interest shall remain constant and shall not be changed except by an amendment pursuant to the terms of this Declaration, or as otherwise permitted by law. The percentages of ownership of the Common Areas and Facilities and Limited Common Areas and Facilities attributable to each Unit shall be as follows:

G.R. 83 PAGE 0202

UNIT NO.	STREET ADDRESS	PERCENTAGE OWNED
1	1102 Cobblefield Drive	1⅔%
2	1104 Cobblefield Drive	1⅔%
3	1106 Cobblefield Drive	1⅔%
4	1100 Cobblefield Drive	1⅔%
5	1108 Cobblefield Drive	1⅔%
6	1112 Cobblefield Drive	1⅔%
7	1114 Cobblefield Drive	1⅔%
8	1110 Cobblefield Drive	1⅔%
9	1118 Cobblefield Drive	1⅔%
10	1120 Cobblefield Drive	1⅔%
11	1122 Cobblefield Drive	1⅔%
12	1116 Cobblefield Drive	1⅔%
13	1126 Cobblefield Drive	1⅔%
14	1128 Cobblefield Drive	1⅔%
15	1130 Cobblefield Drive	1⅔%
16	1124 Cobblefield Drive	1⅔%
17	1134 Cobblefield Drive	1⅔%
18	1136 Cobblefield Drive	1⅔%
19	1138 Cobblefield Drive	1⅔%
20	1132 Cobblefield Drive	1⅔%
21	1142 Cobblefield Drive	1⅔%
22	1144 Cobblefield Drive	1⅔%
23	1146 Cobblefield Drive	1⅔%
24	1140 Cobblefield Drive	1⅔%
25	1154 Cobblefield Drive	1⅔%
26	1150 Cobblefield Drive	1⅔%
27	1148 Cobblefield Drive	1⅔%
28	1152 Cobblefield Drive	1⅔%
29	1158 Cobblefield Drive	1⅔%
30	1162 Cobblefield Drive	1⅔%
31	1160 Cobblefield Drive	1⅔%
32	1156 Cobblefield Drive	1⅔%
33	1164 Cobblefield Drive	1⅔%

0.8 836 PAGE 0203

UNIT NO.	STREET ADDRESS	PERCENTAGE OWNED
34	1170 Cobblefield Drive	1 2/3%
35	1168 Cobblefield Drive	1 2/3%
36	1166 Cobblefield Drive	1 2/3%
37	1172 Cobblefield Drive	1 2/3%
38	1178 Cobblefield Drive	1 2/3%
39	1176 Cobblefield Drive	1 2/3%
40	1174 Cobblefield Drive	1 2/3%
41	1180 Cobblefield Drive	1 2/3%
42	1186 Cobblefield Drive	1 2/3%
43	1184 Cobblefield Drive	1 2/3%
44	1182 Cobblefield Drive	1 2/3%
45	1188 Cobblefield Drive	1 2/3%
46	1194 Cobblefield Drive	1 2/3%
47	1192 Cobblefield Drive	1 2/3%
48	1190 Cobblefield Drive	1 2/3%
49	1198 Cobblefield Drive	1 2/3%
50	1196 Cobblefield Drive	1 2/3%
51	1202 Cobblefield Drive	1 2/3%
52	1200 Cobblefield Drive	1 2/3%
53	1133 Cobblefield Drive	1 2/3%
54	1137 Cobblefield Drive	1 2/3%
55	1139 Cobblefield Drive	1 2/3%
56	1135 Cobblefield Drive	1 2/3%
57	1129 Cobblefield Drive	1 2/3%
58	1127 Cobblefield Drive	1 2/3%
59	1125 Cobblefield Drive	1 2/3%
60	1131 Cobblefield Drive	1 2/3%

Ownership of the Common Areas and Facilities and Limited Common Areas and Facilities shall remain undivided. No Unit Owner may waive or release any rights in the Common Areas and Facilities or Limited Common Areas and Facilities. Further, the undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities appertaining to a Unit shall not be separated from that Unit and shall be deemed conveyed or encumbered with the Unit even if such interest is not expressly mentioned or described in the deed, mortgage, lease or other instrument of conveyance.

4.5. Partition. There shall be no partition of the Common Areas and Facilities or the Limited Common Areas and Facilities through judicial proceedings or otherwise until this Declaration is terminated and the Condominium is withdrawn from the terms of Section 5311 of the Ohio Revised Code or from the terms of any statute applicable to condominium ownership.

SECTION 5. COVENANTS AND RESTRICTIONS; RULES AND REGULATIONS.

Declarant declares that the Condominium Property shall be subject to the following covenants and restrictions:

5.1. **Unit Uses.** Except as otherwise provided in this Declaration, no Unit shall be used for any purpose other than residential purposes. To the extent permitted by law, a Unit Owner may use a portion of his or her Unit for an office or studio, other than a music studio, but only if these activities do not involve rendering personal services upon any part of the Condominium Property to one or more customers, clients, patients or other persons who come to such Unit or any other part of the Condominium Property, and further provided that such use shall not interfere with the quiet enjoyment of any part of the Condominium Property by any other resident thereof. The Declarant further reserves for itself, its agents, employees, successors and assigns, the right to use one or more Units for business and promotional purposes, including but not limited to office and clerical use, sales activities, the display of model units and other uses incidental to the sale or other disposition of any Units of the Condominium Property for a period of three (3) years following the date of completion of the first Unit.

5.2. **Condition of Unit.** Each Unit shall be maintained and kept in good order and repair by the Unit Owner.

5.3. **Use of Common Areas and Facilities and Limited Common Areas and Facilities.** The Common Areas and Facilities and Limited Common Areas and Facilities shall be used only in accordance with the purposes for which they are intended, and no Unit Owner or Occupant shall hinder or encroach upon the lawful rights of other Unit Owners or Occupants. This restriction includes, but is not limited to, the following:

5.3.1. Except as provided in this Declaration, there shall be no obstruction of the Common Areas and Facilities or Limited Common Areas and Facilities, nor shall anything be stored in the Common Areas and Facilities or Limited Common Areas and Facilities, without the prior consent of the Association.

5.3.2. In using the Common Areas and Facilities and Limited Common Areas and Facilities, no Unit Owner or Occupant shall violate any provision of this Declaration, Bylaws, or any other Condominium documents.

5.3.3. The Common Areas and Facilities or Limited Common Areas and Facilities shall not be used for any purpose which would adversely affect the health, safety, welfare, convenience, comfort, recreation, enjoyment or benefit of the Unit Owners or Occupants of the Condominium Property.

5.3.4. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities or Limited Common Areas and Facilities except as otherwise provided in this Declaration or except with the prior consent of the Association.

5.3.5. No clothes, sheets, blankets, laundry, or other articles shall be hung out or exposed on the Common Areas and Facilities or Limited Common Areas and Facilities.

5.3.6. The Common Areas and Facilities or Limited Common Areas and Facilities shall be kept free of rubbish, debris and other unsightly materials. All trash or other rubbish shall be deposited only in covered, sanitary containers. Each Unit Owner shall be responsible for supplying such containers. The Unit Owners Association may determine a single rubbish hauler to remove the trash from the Condominium Property. Any such designation by the Unit Owners Association shall be binding upon all persons occupying a Unit. The trash receptacles should not be kept in the Common Areas and Facilities or Limited Common Areas and Facilities except when the rubbish is scheduled to be picked up.

5.3.7. Except as provided in this Declaration, no vehicles or trailers of any kind shall be parked or stored on any Common Areas and Facilities or Limited Common Areas and Facilities.

5.4. **Parking.** Except as authorized by the Association for loading, unloading or other temporary purposes, no part of the Condominium Property shall be used for parking of any trailers, coaches, house trailers, automobile trailers, recreation vehicles, campers, boats, boat trailers, over-the-road tractors, trucks of any description (except pickup trucks, sport utility vehicles, and vans used primarily for personal use) or any other similar vehicles. No inoperable vehicle or vehicle without a valid registration may be parked anywhere on the Condominium Property, except for inside individual garages, for more than forty-eight (48) hours. Operable cars, pickup trucks, sport utility vehicles or vans used primarily for personal use, which have a valid registration, may be parked temporarily on each Unit's driveway, which is a limited Common Area and Facility. However, it is the intent of this Declaration that vehicles, whether owned by a Unit Owner or someone staying in a Unit, be stored in the garage and not left in the driveway.

5.5. **Hazardous Uses and Waste.** Nothing shall be done or kept in any unit or in the Common Areas and Facilities or Limited Common Areas and Facilities that is unusually hazardous in relation to ordinary residential uses, or that will increase the rate of insurance on the buildings or their contents, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Areas and Facilities or Limited Common Areas and Facilities that will result in the cancellation of insurance on the buildings or their contents, or that would be in violation of any law. No waste shall be committed in the Common Areas and Facilities or Limited Common Areas and Facilities. No open fires shall be permitted on any part of the Common Areas and Facilities or Limited Common Areas and Facilities except in outside cooking grills or similar devices located on the Limited Common Areas and Facilities.

5.6. **Nuisances.** No noxious or offensive activity or nuisance of any kind or character shall be committed, suffered or maintained in any Unit or in the Common Areas and Facilities or Limited Common Areas and Facilities, nor shall anything be done therein, either wilfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants. No Unit Owners or Occupants shall perform mechanical work on a vehicle except within the confines of a Unit's enclosed garage. Any such mechanical work done within the Unit's garage must not become an annoyance or nuisance to other Unit Owners or Occupants. Any unlicensed or inoperable motor vehicles on the Common Areas and Facilities or Limited Common Areas and Facilities of the Condominium Property may be removed by the Association at the owner's expense at any time twenty-four (24) hours or more after a notice has been placed thereon demanding its removal.

5.7. **Impairment of Structural Integrity of Building.** Except as otherwise permitted in this Declaration, nothing shall be done in any Unit or in the Common Areas and Facilities or Limited Common Areas and Facilities that will impair the structural integrity of any building, or structurally change any building, or jeopardize the safety or soundness of any building.

5.8. **Heating and Electric.** The primary electrical switch and/or breaker of all Units must remain on and functioning at all times except for necessary and ordinary repairs. The Units shall also maintain a minimum temperature of 50°F (fifty degrees Fahrenheit).

5.9. **Animals and Pets.** No animals of any kind shall be raised, bred or kept in any Unit or in the Common Areas and Facilities or Limited Common Areas and Facilities, except that one dog and one cat, or two cats, may be kept in a Unit, subject to the following rules and regulations; 1) The pet must measure 20" or less at the shoulder and weigh 40 pounds or less when such pet is full-grown; 2) The pet must not be kept, bred or maintained for any commercial purpose; 3) the pet cannot be permitted to run free and must be kept on a leash when it is on the Common Areas and Facilities and Limited Common Areas and Facilities, and 4) no doghouse or other structure used or intended for the housing or keeping of the animals may be constructed, placed or maintained on any part of the Common Areas and Facilities, including the Limited Common Areas and Facilities. Any pet permitted under this section which causes or creates a nuisance or unreasonable disturbance shall be permanently removed from the Unit upon seven (7) days' written notice from the Association.

5.10. **Alteration of Units.** Subject to all terms and conditions of this Declaration, non-structural interior alterations may be made to the interior plan or layout of any Unit so as to change the size, location, arrangement or relationship of rooms, hallways or other areas within a Unit, but only on the condition that the Association must approve the alterations to assure, among other things, the ventilation, Utility Facilities, and other building services will not be adversely affected; that the proposed alterations will comply with all applicable building and zoning codes; and that the proposed alterations will not adversely affect the insurance coverages maintained by the Association.

5.11. **Exterior Surfaces.** The Association shall establish rules and regulations requiring each Unit Owner to place and maintain window shades, blinds, curtains and other window coverings whose size, color, materials and locations shall create a uniform exterior appearance architecturally appropriate to the design and purpose of the Condominium Property. Unit Owners shall not cause or permit anything to be done or displayed on the outside walls or windows of a Unit without the prior consent of the Board. This prohibition includes, but is not limited to, awnings, canopies, shutters, antennae, satellite dishes and receivers.

5.12. **Signs.** No signs shall be permitted on the Common Areas and Facilities or Limited Common Areas and Facilities, except signs not exceeding one (1) in number for each Unit, advertising Units for sale or rent, and directional signs and signs respecting the use of the Common Areas and Facilities. The Declarant reserves for itself, its agents, employees, successors and assigns, the right to place signs advertising any unsold or unoccupied Units for sale or rent on any part of the Condominium Property for a period of three (3) years following the completion of the last Unit located in the Condominium Property.

5.13. **Rental of Units.** The Owners of the respective Units and any mortgagee in possession of a Unit, shall have the right to lease same. However, such lease must meet the following requirements:

5.13.1. The Lease shall provide that it is subject to the covenants and restrictions in this Declaration, the Bylaws, the Rules and Regulations, and any other Condominium Documents, including, but not limited to, all restrictions on use.

5.13.2. Leasing for a hotel or transient purposes is prohibited. For purposes of this Declaration, any lease for less than thirty (30) days shall be deemed a lease for hotel or transient purposes.

5.14. Non-Discrimination. No Unit Owner, including the Declarant, or any employee, agent or representative, shall discriminate upon the basis of race, religion, color, sex, handicap, familial status or national origin in the sale, lease or rental of any Unit nor in the use of the Common Areas and Facilities or Limited Common Areas and Facilities.

5.15. Workshops. No workshops shall be operated or maintained in a Common Area and Facility or a Limited Common Area and Facility. The operation or use of power tools in any such Unit or any part of the Common Area and Facility or Limited Common Area and Facility shall be subject to Section 5.6.

5.16. Rules and Regulations. The Association shall have the right to adopt reasonable Rules and Regulations governing the use and occupancy of the Condominium Property consistent with the provisions of this Declaration and the Bylaws. The Rules and Regulations shall have the same force and effect and be enforceable in the same manner and to the same extent as the Covenants and Restrictions contained in this Declaration.

SECTION 6. THE ASSOCIATION.

6.1. Establishment and Membership. Declarant shall cause to be formed within a period of time provided by law, an Ohio corporation, not for profit, to be called STONE LANDINGS CONDOMINIUMS AT COBBLEFIELD DRIVE ASSOCIATION, which shall administer the Condominium Property and be governed by the Bylaws. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association, and no party other than a Unit Owner shall be a member of the Association. The Association is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Such membership shall terminate upon the sale or other disposition by a Unit Owner, at which time the new owner of such Unit automatically shall become a member of the Association.

6.2. Voting Rights. Each Unit Owner shall have one vote for each unit owned by that Unit Owner, regardless of the percentage interest in the Common Areas and Facilities or Limited Common Areas and Facilities appurtenant to that Unit. If a Unit has more than one Unit Owner, the total vote for that Unit shall be one (1) vote, and the Unit Owner shall each have a share of the vote based upon his or her percentage of ownership of that Unit. The voting rights of Unit Owners are set forth in detail in the Bylaws.

6.3. Board of Managers and Officers. The Board of Managers and Officers of the Association shall be appointed and elected as provided in the Bylaws.

6.4. Authority. Except as otherwise specifically provided, the Board and the Officers of the Association shall exercise the powers, discharge the duties, and be vested with the rights provided by the Condominium Documents and Bylaws.

6.5. Service of Process. The person to receive service of process for the Association shall be the Statutory Agent of record with the Secretary of the State of Ohio for STONE LANDINGS CONDOMINIUMS AT COBBLEFIELD DRIVE ASSOCIATION. The Statutory Agent may be changed by a simple majority vote of the Unit Owners and by filing with the Secretary of the State of Ohio such forms as are prescribed for the Subsequent Appointment of Statutory Agent for an Ohio not-for-profit corporation.

SECTION 7. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS.

7.1. General. Except as otherwise provided in the Condominium Documents, the Association shall be responsible for the management, maintenance, repair, alteration and improvement of the Common Areas and Facilities or Limited Common Areas and Facilities. The cost incurred by the Association pursuant to this section shall be a Common Expense.

7.2. Specific Association Duties. The Association shall be responsible for maintaining, repairing and replacing the following:

7.2.1. Supporting walls, fixtures and other parts of the building that are within the boundaries of a Unit but are necessary for the existence, support, maintenance, safety, comfort or any other part of the Condominium Property, excluding, however, the services of the interior walls and the interior surfaces of ceilings and floors;

7.2.2. All firewalls;

7.2.3. All pavement and sidewalks; the exterior of the building; doors, windows and door trim located in the Common Areas and Facilities; and all other areas and improvements that are part of the Common Areas and Facilities. The Association shall maintain, repair, replace and clean regularly the inside and outside of all exterior window glass that is a part of the Condominium Property, excepting any glass that is part of a Unit. Any window glass which is part of an individual Unit, including the exterior of the window glass, must be maintained, repaired, replaced and cleaned by the Unit Owner;

7.2.4. All utility facilities on the Condominium Property that do not exclusively serve a single Unit and are not Limited Common Areas and Facilities pursuant to Section 4.3B;

7.2.5. Any damage or destruction to the Condominium Property caused by a casualty covered by insurance maintained by the Association pursuant to Section 9.

7.3. Unit Owner's Duties. The duties set forth in this section are the sole responsibility of each Unit Owner and are not the responsibility of the Association unless otherwise set forth in this Declaration. The responsibility of each Unit Owner shall be:

7.3.1. To keep that Unit Owner's Unit and any Utilities Facilities that are Limited Common Areas and Facilities appurtenant to the Unit in good condition and repair, and in compliance with all of the provisions of the Declaration, the Bylaws and the Rules and Regulations adopted by the Association.

7.3.2. The Unit Owner is obligated to maintain, repair and replace all portions of the Unit Owner's Unit, including exterior glass of the Unit, and all internal installations of the Unit such as appliances, smoke detectors, interior glass, doors, including exterior surfaces and hardware, furnaces, central air conditioners, water heaters, and Utility Facilities serving only the Unit Owner's Unit, including any Utility Facilities located outside of the Unit but constituting Limited Common Areas and Facilities appurtenant to that Unit.

7.3.3. Not paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Unit, unless the written consent of the Association is obtained.

7.3.4. To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedy of which is with the Association.

7.3.5. If a Unit Owner fails to make any necessary repairs, maintenance or replacements, or if the need for maintenance, repair or replacement of any part of the Common Areas and Facilities or Limited Common Areas and Facilities is caused by the negligent or intentional act of any Unit Owner or occupant of that Unit, and the cost of repair is not covered by the Association's insurance, the cost of the maintenance or repair shall constitute an individual Unit assessment as defined in the Bylaws, on the Unit owned by such Unit Owner. The determination that maintenance, repair or replacement is necessary, or has been so caused, shall be made by the Board of the Association.

SECTION 8. ASSESSMENTS.

8.1. General. Assessments for the administration, operation, maintenance, repair, replacement of, and insurance of the Common Areas and Facilities or Limited Common Areas and Facilities 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 by the Bylaws.

8.2. Division of Common Profits, Common Surplus and Common Expenses; Personal Liability. The proportionate share of the separate Unit Owners in the Common Profits, Common Surplus and the Common Expenses of the operation of the Condominium Property shall be equal among the Unit Owners. Without limiting the Association's lien rights under this section, each Unit Owner is personally liable for the payment of any assessments becoming due with respect to his or her Unit during the time that the Unit Owner owns the Unit, and for any late charges or other fees attributable to those assessments.

8.3. Periodic Assessments. The Unit Owners Association shall prepare or cause to be prepared an estimated annual budget for each fiscal year of the Association. The amount, if any, by which the anticipated Common Loss (the amount by which the Common Expenses exceed the total income, rents, profits, receipts and revenues, if any,

from the Common Areas and Facilities) for the next ensuing fiscal year exceeds the funds then on hand, excluding accrued reserves for future maintenance, repairs and replacements, shall be assessed against the Unit Owners in such proportion as provided in Section 8.2. For purposes of this estimated budget and the resulting assessments, there may be included as the anticipated Common Losses, adequate contributions to said reserve fund for the maintenance, repair and replacement of those portions of the Common Areas and Facilities which must be replaced on a periodic basis. The amount so set shall be payable by the Unit Owners of the Association in monthly installments. In the event it shall appear to the Board during the course of any fiscal year that the periodic assessments determined in accordance with the estimated annual budget for that year shall be insufficient to cover the estimated Common Expenses for the remainder of the year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of the year, and thereupon a supplemental assessment shall be made against each Unit Owner for his proportionate share of the supplemental budget.

8.4. **Special Assessments.** In addition to the annual operating assessments set forth in Section 8.3., the Board may levy in any fiscal year special assessments to construct, reconstruct, or replace capital improvements on the Common Areas or Limited Common Areas to the extent that reserves are insufficient, provided that new capital improvements shall not be constructed, nor funds assessed, without the prior consent of Unit Owners exercising no less than 75% of the voting power of Unit Owners. Any such assessment shall be prorated among all Units based upon the percentages as set forth in Section 4. The Board shall determine a date upon which the special assessment is due and provide written notice to the Unit Owners.

8.5. **Special Individual Unit Assessment.** The Association may levy an assessment against an individual Unit or Units to reimburse the Association for those costs incurred in connection with that Unit or Units, which costs are properly chargeable by the terms of the Condominium Documents to a particular Unit or Units. This shall include any repairs which are done to a specific Unit or building containing Units and which is not a repair that benefits the Condominium community as a whole. Any such assessment shall be due and payable on such date as the Board determines, and the Board shall give written notice to the Unit Owners subject to the assessment. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event that they have not been paid when due, and assess each Unit Owner for his or her share of such real estate taxes and assessments under a Special Individual Unit Assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the percentage of ownership as set forth in Section 4.

8.6. **Late Charges.** The Association may impose a late charge against any Unit Owner who fails to pay any amount assessed by the Association against that Unit Owner or his or her Unit within ten (10) days after the date that such assessment is due, and who fails to exercise the rights under this Declaration or under the laws of the State of Ohio to contest such assessment. The late charge shall be equal to ten percent (10%) of the amount in default. This late charge is required to help defray the Association's expenses in carrying the unpaid assessments and for enforcing the Association's rights under the Declaration.

Additionally, if a Unit Owner is in default in payment of any installment of an annual assessment, the Board of Managers may, by giving notice to the Unit Owner, accelerate the remaining installments of the assessment for the year in which the default occurs. In that case, the unpaid balance of the assessment shall become due upon the date designated in the notice, but not less than ten (10) days after personal delivery of the notice to the Unit Owner, or not less than twenty (20) days after the mailing of the notice to the Unit Owner by certified mail, whichever occurs first.

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

8.8. **Lien of Association.** The Unit Owners Association shall have a lien upon the estate or interest of the Owner in the appurtenant percentage of interest in the Common Areas and Facilities or Limited Common Areas and Facilities for the payment of the portion of the Common Expenses, Periodic Assessments, Special Assessments, and Special Individual Unit Assessments chargeable against the Unit that remains unpaid for ten (10) days after the portion has become due and payable. The lien is effective on the date a Certificate of Lien is filed in the Office of the Recorder of Richland County, Ohio, pursuant to authorization given by the Board of Managers. The Certificate shall contain a description of the Unit, the name of the record owner, and the amount of the unpaid portion of the Common Expenses, Periodic Assessments, Special Assessments, and Special Individual Unit Assessments and shall be subscribed by the President or other chief officer of the Unit Owners Association. The lien is 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 for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien as provided for in Section 5311.18 of the Ohio Revised Code. In addition, the Owner of a Unit shall be liable for all expenses and court costs involved in obtaining the lien.

8.9. **Priority of Association's Lien.** The lien provided for in Section 8.8 shall take priority over 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. The lien provided for in Section 8.8 may be foreclosed in the same manner as a mortgage on real property in an action brought by the President of the Association pursuant to authorization by the Board of Managers. In a foreclosure action, the Owner of the Unit 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 shall be entitled to become a purchaser at the foreclosure sale.

8.10. **Dispute As To Common Expenses.** Any Unit Owner who believes that the portion of Common Expenses or other assessments or late charges chargeable to his or her Unit, for which a Certificate of Lien has been filed by the Association, has been improperly charged against his or her Unit, may bring an action for discharge of the lien pursuant to Section 5311.18 (C) of the Ohio Revised Code in the Common Pleas Court of Richland County, Ohio.

8.11. **Liability for Assessments Upon Conveyances.** In a conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the Grantor for his or her share of Common Expenses and Assessments up to the time of the Grantor's conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee. Any such Grantee shall be entitled to a statement from the Board of Managers of the Unit Owners Association setting forth the amount of all unpaid 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 or expenses which are not included in the statement. As used in this paragraph, "Grantor" shall include a decedent and "Grantee" shall include a legatee or intestate heir of said decedent.

SECTION 9. INSURANCE.

9.1. **Hazard Insurance Coverage.** The Association, as a Common Expense, shall obtain for the benefit of all Owners insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property, but excluding additions, alterations and other changes to the fixtures and improvements within and constituting a part of a Unit. The policy of such insurance shall provide coverage against loss or damage by fire, lightning and such perils as are, at this time, comprehended within the term "extended coverage," and vandalism and malicious mischief in an amount not less than 100% of the then-current replacement value of the Condominium Property, exclusive of the cost of land, foundations, footings, excavations and other elements that are not ordinarily insured against loss, without deduction for depreciation. Such policy shall also provide coverage for built-in fixtures and equipment in an amount not less than 100% of full replacement value.

Such insurance by the Association shall be without prejudice to the right of the Owner of a Unit to obtain individual contents or chattel property insurance, but no Unit Owner may purchase individual policies of insurance on his or her Unit or his or her interest in the Common Areas and Facilities as real property, unless the Association shall be named insured in such policy and be advised of the policy. If a Unit Owner does purchase such a policy, that Unit Owner shall be liable to the Association for any damages, expenses or losses the Association incurs as a result of the separate policy. The Association shall have the same lien rights provided by Section 8 with respect to any such damages, Common Expenses or losses not paid to it by the Owner.

The insurance policy shall contain provisions requiring the issuance of Certificates of Coverage to each Unit Owner and to any mortgagee or mortgagees of a Unit upon request, and further requiring the issuance of written notice not less than thirty (30) days prior to any expiration, substantial modification, or cancellation of coverage to the Association and to each holder of a first mortgage who has requested to be listed as a scheduled holder of a first mortgage in the insurance policy. The policy shall also provide for a release by the issuer of any and all rights of subordination or assignment and all causes and rights of recovery against any Unit Owner or other occupant of the Condominium Property for any loss occurring to the insured property resulting from any of the perils insured against under the insurance policy.

The insurance coverage required under this section shall be reviewed at least annually by the Board of Managers, and if any of the insurance coverage required under this section becomes impractical to obtain, the Association shall obtain coverage that most closely approximates that required coverage.

The cost of the insurance policy as well as any other insurance obtained by the Association pursuant to this section, and any deductibles determined by the Board to be properly charged to the Association, shall be a Common Expense.

9.2. **Public Liability Insurance.** The Association shall insure itself, the Board of Managers and all Unit Owners against liability for bodily injury, disease, illness or death, for injury to or destruction of property

occurring upon, in or about, or arising from or related to the Common Areas and Facilities. This insurance shall afford protection to a single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. The liability insurance policy shall include, if available, a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association, the Board of Managers or other Unit Owners.

The liability insurance policy shall require written notice to the Association and to each holder of a first mortgage on any Unit, who has requested to be listed as a scheduled holder of a first mortgage on the liability insurance policy, not less than thirty (30) days before any expiration, substantial modification or cancellation of coverage. The liability insurance policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual units or the Limited Common Areas and Facilities related to a specific Unit.

9.3. **Exceptions From Insurance Coverage.** The hazard insurance policy shall not provide coverage for items of personal property installed by any Unit Owner or Occupant, nor shall the liability insurance policy insure against liability for losses normally covered by casualty insurance to protect individual Units and the Unit Owners furniture, fixtures and other personal property, or for personal injury or property damage arising out of or relating to the individual Units or the Limited Common Areas and Facilities designated to each Unit. Each Unit Owner shall, at the Unit Owner's own expense, obtain casualty insurance to protect the Unit, and public liability insurance for personal injuries or damage arising out of the use and occupancy of or within that Unit Owner's Unit and the Limited Common Areas and Facilities serving that Unit.

9.4. **Insurance Proceeds.** The Association shall receive, hold and properly dispose of the proceeds of all insurance acquired by it in trust for the Unit Owners and their mortgagees.

SECTION 10. DAMAGE OR DESTRUCTION, AND RESTORATION OF BUILDINGS.

10.1. **Sufficient Insurance.** If any improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against by the Association and the proceeds payable under the policy or policies insuring against that loss are sufficient to pay the cost of repair, restoration or reconstruction, then the repair, restoration or reconstruction shall be undertaken by the Association in accordance with the original Plans and Specifications for the Condominium Property. The insurance proceeds shall be applied by the Association in payment of such repair, restoration or reconstruction. However, if the Unit Owners are entitled under Section 14 to elect to sell the Condominium Property or to withdraw the Condominium Property from the provisions of this Declaration, and if the Unit Owners do so elect, then the repair, restoration or reconstruction shall not be undertaken, and the insurance proceeds shall instead be applied in accordance with Section 14.

10.2. **Insufficient Insurance.** If any improvements forming a part of the Condominium Property, or any portion thereof, suffer damage or destruction from any cause or peril that is not insured against by the Association, or, if insured against, the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, then the repair, restoration or reconstruction of the Condominium Property damaged or destroyed shall be undertaken by the Association at the expense of all of the Unit Owners in the same proportions in which they own the Common Areas and Facilities, all in accordance with the provisions of Section 4. If any Unit Owner refuses or fails after reasonable notice to pay his or her share of the costs in excess of the available insurance proceeds, then that Unit Owner's share may be advanced by the Association and the amount shall be assessed to that Unit Owner. This Assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as provided for the Non-payment of Assessments in Section 8. Where the insurance proceeds are insufficient to cover the cost of repair, restoration or reconstruction, the Unit Owners, within ninety (90) days after the damage or destruction and, if they are entitled to do so pursuant to Section 15, may elect to withdraw the Condominium Property from the provisions of this Declaration.

10.3. **Procedure for Reconstruction or Repair.** Immediately after a casualty causing damage to any portion of the Condominium Property, the Association shall obtain estimates of the cost to place the damaged property in a condition as good as that immediately before the casualty period. The insurance proceeds and the sums deposited with the Association from collections of Special Assessments against Unit Owners on account of the casualty shall constitute a Construction Fund and shall be applied by the Association to the payment of the cost of reconstruction and repair of the Condominium Property. It shall be presumed that the first moneys disbursed in payment of such costs of reconstruction or repair shall be from the insurance proceeds. If there is a balance in any Construction Funds after payment of all costs of the reconstruction and repair for which the fund was established, the balance will be disburse to the affected Unit Owners based upon the percentages that each Unit Owner paid in Special Assessments because of the casualty, or if no Special Assessments were required, the balance shall be disbursed to the affected Unit Owners based upon their percentage of ownership of the Common Areas and Facilities and Limited Common Areas and Facilities.

Each Unit Owner shall be deemed to have delegated to the Board of Managers his or her right to adjust with insurance companies all losses under the insurance policies referred to in Section 9 of this Declaration, other than those purchased for the sole benefit of the individual Unit Owner.

10.4. Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of fifty percent (50%) or more of the Units, the Unit Owners may, by an affirmative vote of not less than seventy-five percent (75%) of the voting power, elect not to repair or restore the damage or destruction. The Condominium Property shall then be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of a partition sale of the Condominium Property under these circumstances, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities and Limited Common Areas and Facilities. However, no Unit Owner shall receive any portion of his or her share of proceeds under this section until liens and encumbrances on his or her Unit have been paid, released or discharged.

SECTION 11. EMINENT DOMAIN.

If all or any part of the Condominium Property is taken, injured or destroyed by the exercise of the power of eminent domain, each affected Unit Owner and mortgagee shall be entitled to notice of the taking and to participate in the proceedings. However, to the extent that the taking affects the Common Areas and Facilities or Limited Common Areas and Facilities, the Association shall represent the Unit Owners in the condemnation proceedings, including all negotiations, settlements and agreements with the condemning authority, and each Unit Owner shall be deemed to have appointed the Association as his or her attorney-in-fact for that purpose. Any damages for the taking, injury or destruction of Common Areas and Facilities or Limited Common Areas and Facilities shall be considered as a whole and shall be collected by the Association and distributed among the Unit Owners and any mortgagees as their interest may appear, in proportion to each Unit Owner's interest in the Common Areas and Facilities and Limited Common Areas and Facilities. Any reallocation of percentages of interest in the Common Areas and Facilities and Limited Common Areas and Facilities after a partial taking or after a partial destruction shall be effected by an amendment to this Declaration which shall require the approval of all Unit Owners affected by the reallocation and their mortgagees before it can be certified by the President of the Association as described in Section 15.

SECTION 12. REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY.

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than 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 of the Association shall thereupon proceed with such renewal and rehabilitation, the cost of which 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 or her on the President of the Association within five (5) days after such vote, to convey his Unit to the Association for the fair market value of the Unit, plus such Owner's pro rata share of any undistributed profits accrued to the date of such vote, less the sum of the following:

- 1) The amount of any liens and encumbrances thereon as of the date of conveyance.
- 2) The amount of any liens and encumbrances arising because of unpaid common expenses of the Association occurring prior to the date of the vote to rehabilitate and renew.
- 3) The amount of any common expenses occurring prior to the date of such vote to rehabilitate and renew, whether assessed or not assessed.

Under this section, in the event that a Unit Owner elects to convey his Unit to the Association, the fair market value paid by the Association shall be a common expense to the Unit Owners who have not so elected. The common expense shall be paid by the Owners within thirty (30) days after the conveyance. If the Unit Owner who elects to convey his property to the Association and the majority of the Board of Managers of the Association cannot agree upon the fair market value of the Unit, such determination shall be made by the majority vote of three appraisers, one of whom shall be appointed by such Unit Owner, one of whom shall be appointed by the Board of Managers, and the third of which shall be appointed by the first two appraisers.

U.P. 836 PAGE 0212

SECTION 13. NOTICE TO MORTGAGEES.

Any holder or insurer of a first mortgage, upon written request to the Association, such request stating the name and address of such holder and insurer and the Unit affected, shall be entitled to timely written notice by the Association of:

- A. Any proposed amendment of the Condominium Organizational Documents effecting a change in 1) the boundaries of any Unit, 2) the undivided interest in the Common Areas and Facilities or Limited Common Areas and Facilities appertaining to any Unit or the liability for common expenses appertaining to any Unit, or 3) the purposes which any Unit or Common Areas and Facilities or Limited Common Areas and Facilities are restricted;
- B. Any proposed termination of the Condominium Property from the Ohio Condominium Act presently codified in Chapter 5311 of the Ohio Revised Code and any amendments or supplements to that Act;
- C. Any condemnation or eminent domain proceedings affecting the Condominium Property or any part thereof, of which the Board obtains notice;
- D. Any significant damage or destruction to the Common Areas and Facilities and Limited Common Areas and Facilities;
- E. Any decision by the Association not to restore substantial damage or destruction;
- F. Any decision by the Association to renew or rehabilitate the Condominium Property;
- G. Any decision by the Association to construct new capital improvements not replacing existing improvements;
- H. Times and places of Unit Owners' meetings;
- I. Any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage, when the default has not been cured within sixty (60) days.

SECTION 14. EASEMENTS.

Declarant declares that the Condominium Property shall be subject to the following easements:

14.1. **Use of Common Areas.** Each Unit Owner and any Occupant claiming under the Unit Owner shall have a non-exclusive easement to use the Common Areas and Facilities in accordance with the purposes for which they are intended, subject to the Rules and Regulations and to the lawful right of other Unit Owners, provided that no Rule or Regulation shall prohibit or unreasonably limit the right of ingress or egress to a Unit or to that Unit's Limited Common Areas and Facilities. The easement includes, but is not limited to, an easement to and through the Common Areas and Facilities and walls for the use of water, sewer, power, television antenna, cable and other utilities now or hereafter existing within the walls.

14.2. **Maintenance easement.** Each Unit shall be subject to the right of access for the purpose of maintenance, repair or service of any Common Area and Facility or Limited Common Area and Facility located within its boundaries or of any portion of the Unit itself by persons authorized by the Board. The Association shall at all reasonable times have access through the Units to the mechanical and electrical equipment shown on the Drawings.

14.3. **Easements for Encroachments.** Each Unit and the Common Areas and Facilities and Limited Common Areas and Facilities shall be benefitted by and subject to easements for encroachments on and/or from any other Unit, the Common Areas and Facilities or Limited Common Areas and Facilities, or any utility systems created or arising by reason of overhangs; deviations in construction, reconstruction or repair; shifting, settlement or movement of the structures; or errors in the Drawings. Easements for these encroachments and for the maintenance of the same shall exist for as long as the encroaching structures remain, however, in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the Common Areas and Facilities or Limited Common Areas and Facilities if such encroachment occurred due to the willful conduct of said Owner.

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

14.5. **Easements for Utilities and Storm Drainage.** The Association may grant easements on behalf of Unit Owners to entities for utility purposes for the benefit of the Condominium Property, including, but not limited to, the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone lines

836 PAGE 0213

08

and equipment, and electrical conduit and wires, over, under, along and on any portion of the Common Areas and Facilities or Limited Common Areas and Facilities. By this easement it shall be permissible for the providing utility company to construct and maintain the necessary utility facilities upon, over, and under the Condominium Property, as long as those utility facilities do not unreasonably interfere with the use and enjoyment of the Condominium Property. As consideration for the transfer of one (1) acre by Meijer Stores Limited Partnership to Stone Landings of Mansfield, Ltd. for purposes of a storm water retention/detention area, an easement in the one acre is granted to Meijer Stores Limited Partnership and Meijer, Inc., their successors and assigns, for purposes of storm drainage.

14.6. **Power of Attorney.** Each Unit Owner, by acceptance of a deed to a Unit, for that Unit Owner and all mortgagees, occupants and other persons claiming under the Unit Owner, irrevocably appoints the Association as his or her attorney in fact to execute, deliver, acknowledge and record for and in the name of the Unit Owner, mortgagees, occupants and other persons, such deeds of easement and other instruments as may be necessary or desirable, as determined by the Board's representatives, to further establish or effectuate the easements in this section.

14.7. **Easements to Run With Land.** All easements and rights described in this section 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 undersigned, their heirs and assigns, and any owner, purchaser, mortgagee and other persons having an interest in said land, or any part or portion thereof.

14.8. **Reference to Easements in Deeds.** Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed or conveyance or in any mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but said rights or easements shall be deemed conveyed or encumbered along with the Unit.

SECTION 15. REMOVAL FROM CONDOMINIUM OWNERSHIP.

The Unit Owners, by unanimous affirmative vote, may elect to remove the Condominium Property from the provisions of Section 5311 of the Ohio Revised Code. In the event of this election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released or discharged, and a certificate setting forth that this election was made shall be recorded with the Recorder of Richland County, Ohio. The certificate shall be signed by the President of the Board, who shall certify under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Areas and Facilities or Limited Common Areas and Facilities, have been paid, released or discharged. This certificate shall also be signed by all of the Unit Owners. Each of them shall certify under oath that all liens and encumbrances on his or her Unit have been paid, released or discharged. Upon removal of the Condominium Property from Section 5311 of the Ohio Revised Code, the Condominium Property shall be owned in common by the Unit Owners. The undivided interest in the Condominium Property owned by each Unit Owner shall be the percentage interest of interest in the Common Areas and Facilities or Limited Common Areas and Facilities previously owned by that Unit Owner.

SECTION 16. MISCELLANEOUS PROVISIONS.

16.1. **Covenants Running With The Land.** Each Grantee of any portion of the Condominium Property, by the acceptance of a deed or other instrument of conveyance, accepts the same subject to all easements, agreements, obligations, restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and by all exhibits to this Declaration. All rights, benefits and privileges of every character granted, created, reserved or declared by this Declaration and all Condominium Documents and all impositions and obligations imposed by such instruments shall be covenants running with the land, and shall bind any party having at any time any interest or estate in any portion of the Condominium Property, and shall inure to the benefit of that party in like manner as though the provisions of the Declaration and all attached Condominium Documents were recited at length in each deed of conveyance or other instrument creating that party's interest or estate.

16.2. **No Waiver.** No covenants, restrictions, conditions, obligations or provisions contained in this Declaration and/or in any Condominium Documents attached 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 that may occur.

16.3. **Partial Invalidity.** The invalidity of any covenant, restriction, condition, limitation, or other permission of this Declaration and/or any portion of any Condominium Documents, shall not impair or affect in any manner, the validity, enforce ability or effect of the rest of this Declaration and/or of the Condominium Documents.

16.4. **Limitations on Declarant's Reserved Rights.** Declarant will assume the rights and obligations of a Unit Owner in its capacity as Unit Owner of Units not yet sold, including, but not limited to, the obligation to pay expenses attaching to such Unit from the date the Declaration is filed for record. Except in its capacity as a Unit Owner of unsold Units, Declarant will not retain a property interest in any of the Common Areas and Facilities or Limited Common Areas and Facilities after control of the Condominium development is assumed by the Unit Owners other than the Declarant.

836 PAGE 0214
BR

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

16.6. Number and Gender. Where the context of this Declaration requires, the singular shall include the plural, and vice versa, and masculine, feminine, and/or neuter terminology shall include the neuter, feminine and/or masculine.

16.7. Utility. Each Unit Owner, by acceptance of a deed to a Unit, agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. Any utility service which is not separately metered shall be a common expense and paid by the Association.

SECTION 17. AMENDMENT DECLARATION AND BYLAWS.

This Declaration and the Bylaws of the Unit Owners Association may be amended upon the filing for record, with the Recorder of Richland County, Ohio, of a written instrument executed by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the Unit Owners Association, which sets forth specifically the item or items to be amended and any new matter to be added. Such amendment must be executed with the same formalities as this Declaration and must refer to the Volume and Page in which this Declaration and its attached exhibits are recorded and must contain an Affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit. No provision in this Declaration or the Bylaws of the Unit Owners Association may be amended, which after such amendment will conflict with the provisions of Section 5311 of the Ohio Revised Code, nor may any amendment be made to the percentage interest in the Common Areas and Facilities or Limited Common Areas and Facilities without the prior unanimous approval of all Unit owners.

SECTION 18. REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS.

In the event of any claim, dispute or disagreement between a Unit Owner or Unit Owners and the Association or Board of Managers of the Association, as to any matter concerning this Declaration or any Condominium Document, the claim, dispute or disagreement shall be submitted to the decision and award of three arbitrators. One arbitrator shall be appointed by each of the parties and the two so appointed shall appoint the third arbitrator. The decision and award, which shall be in writing and signed by a majority of the arbitrators, shall be binding and conclusive on both parties. Neither party shall institute an action concerning this Declaration or any other Condominium Document in any court prior to following this section.

SIGNED THIS 29 DAY OF AUG, 2000.

SIGNED IN THE PRESENCE OF:

STONE LANDINGS OF MANSFIELD, LTD.

Printed Name: Donald E. Hoover

By: Robert H. Ohl, Jr.
Robert H. Ohl, Jr., President member

Printed Name: Bridget R. McShane

STATE OF OHIO
RICHLAND COUNTY, SS:

Before me, a Notary Public in and for said County and State personally appeared the above-named Stone Landings of Mansfield, Ltd., by Robert H. Ohl, Jr., its President, who acknowledged that he did sign the foregoing Declaration of Condominium Ownership of Stone Landings Condominiums at COBBLEFIELD Drive and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Mansfield, Ohio this 29 day of AUG, 2000.

Donald E. Hoover
Notary Public

My Commission Expires DONALD E. HOOVER



Attorney At Law

NOTARY PUBLIC, STATE OF OHIO

My Commission Has No Expiration

Section 147.03 O.R.C.

Signature of Notary

This instrument prepared by:
Richard H. Otto
WELDON, HUSTON & KEYSER, L.L.P.
28 Park Avenue West, 8th Floor
Mansfield, Ohio 44902