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VOL 721 PAGE 269

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

BELMONT TERRACE CONDOMINIUMS NO.2

RECEIVED FOR RECORD
June 12 19 75
AT 1:25 O'clock P M
Recorded June 16 19 75
IN RICHLAND COUNTY RECORDS
Volume 721 Page 269 thru 329
R. E. Orewiler
145 00 Richland County Recorder
R. E. OREWILER

This will certify that copies of this Declaration, together with Drawings and By-Laws attached as Exhibits thereto, have been filed in the Office of the County Auditor, Richland County, Ohio.

Dated June 12 1975

For Plats pertaining to this instrument see Vol 24 Pages 88 thru 92

Richland County, Ohio Auditor

This Instrument Prepared By:

F. L. Bemiller
GONGWER, MURRAY, BROWN & BEMILLER
Attorneys at Law
70 Park Avenue West
Mansfield, Ohio 44902

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DECLARATION OF CONDOMINIUM OWNERSHIP FOR

BELMONT TERRACE CONDOMINIUMS NO. 2

WHEREAS, Jack A. Morrison Building Co., an Ohio Corporation, hereinafter referred to as "Grantor", is the owner in fee simple of the real property herein below described; and

WHEREAS, it is the desire of Grantor to submit the above land, together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code, for Condominium Ownership;

NOW, THEREFORE, Grantor hereby declares:

1. Legal Description and Definitions. The legal description of the premises is as follows:

> Situated in the City of Mansfield, County of Richland, State of Ohio, and being Lot Number 21691 of the consecutively numbered lots in said City, as shown at Plat Volume 23, Page 89, Richland County, Ohio Plat Records.

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B. Definitions. The following terms used herein are defined as follows:

(1) "Family Unit" means the same as the word "Unit" as defined in Section 5311.01(O), Ohio Revised Code.

(2) "Association" means the Belmont Terrace Condominiums No. 2 Condominium Owners' Association which is a unit owners association as defined in Section 5311.01(J), Ohio Revised Code.

(3) "Owner" means the holder of legal title to a Family Unit.

(4) All terms used herein which are defined in Chapter 5311 of Ohio Revised Code have the same meaning herein.

2. Name

The Condominium Property shall be known as Belmont Terrace Condominiums No. 2.

3. The Purpose Of and Restrictions On Use of Condominium Property.

A. Purpose

The Condominium Property shall be used for single family residence purposes and common recreational purposes auxiliary thereto and for no other purpose except for purposes reserved Grantor herein. Owner may use a portion of his unit for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and provided further that such activities do not involve the personal services of any unit owner to a customer, or other person or client who comes to the Condominium Property, and provided further that in no event shall any part of the property be used as a school or music studio.

B. Restrictions

(1) There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association except as hereinafter expressly provided. Each Family Unit owner shall be obligated to maintain and keep in good order and repair his own Family Unit.

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(2) Hazardous Uses and Waste. Nothing shall be done or kept in any Family Unit or in the Common Areas and Facilities which will increase the rate of insurance of the building, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Family Unit owner shall permit anything to be done or kept in his Family Unit or in the Common Areas and Facilities 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 committed of the Common Areas and Facilities.

(3) Exterior Surfaces of Buildings. Family Unit owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association, other than those originally provided by Grantor.

(4) Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Family Unit or in the Common Areas and Facilities, except that dogs, cats or other household pets may be kept in Family Units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Board of Managers of the Association.

(5) Nuisances. No noxious or offensive activity shall be carried on in any Family Unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

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(6) Impairment of Structural Integrity of Building. Nothing shall be done in any Family Unit or in, on or to the Common Areas and Facilities, which will impair the structural integrity of the building or which would structurally change the building.

(7) Laundry or Rubbish in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

(8) Lounging or Storage in Common Areas and Facilities. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities except in accordance with rules and regulations therefor adopted by the Association.

(9) Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Condominium Property; provided however, that for a period of two years following the date of recording this Declaration, the right is reserved by Grantor, or their agents to use one or more Units for business or promotional purposes, including clerical activities, sales offices, model units and the like, in connection with the original sale or other disposition of said units. For said period the further right is reserved to place "For Sale" or "For Rent" signs on any unsold or unoccupied Family Units. In addition, the right is hereby given the Association or its representatives to place "For Sale" or "For Rent" signs on any Family Unit or on the Condominium Property, for the purpose of facilitating the disposal of Family Units by any Family Unit owner, mortgagee or the Association.

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(10) Alteration of Common Areas and Facilities. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except as hereinafter provided and except upon the written consent of the Association.

(11) Rental of Family Units. The respective Family Units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the occupants of the Family Units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing obligations, the owners of the respective Family Units shall have the absolute right to lease the same provided that said lease is made subject to the covenants and restrictions in this Declaration.

4. General Description of Building

The building is a two-story, residential building with basement and attached garages. The said residential building has four Family Units and has frame exterior walls with some brick veneer, aluminum windows, a wood truss roof with asphalt shingle covering, wood floor joists and wall studs (except where there is a masonry wall between units) and drywall.

5. Information About Family Units.

A. The residential building is designated as The Condominium Building.

B. The said building contains four units side by side. The designation of said units is as follows:

Facing the building from left to right, the units are designated "1", "2", "3" and "4".

All of said designations may not correspond to their house numbers on a public street.

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C. Description of Family Units. Each of the 4 Family Units shall consist of all of the space bounded by the undecorated surfaces of the perimeter walls, basement or perimeter floors and the interior surface of the plywood roof deck of said unit projected, if necessary, by reason of structural divisions such as interior walls, and other partitions or roof rafters, to constitute a complete enclosure of space, provided that, wherever such undecorated surfaces consist of plaster or plasterboard or the basement or garage concrete floor, all of such plaster or plasterboard or basement or garage concrete floor contiguous to such surface shall be included within the unit but excepting the space occupied thereby lying outside of the perimeters of the unit. The exact layout and dimensions of such units are shown on Exhibit A incorporated herein and include without limitation:

(1) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing material applied to floors, ceilings and interior and perimeter walls;

(2) All windows, screens and doors, including the frames, sashes and jams, and the space occupied thereby;

(3) All fixtures located within the bounds of a family unit, installed in and for the exclusive use of said unit commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one unit thereof;

(4) 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, together with the space occupied thereby;

(5) All space between interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits;

(6) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts

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or conduits which serve either the unit or the fixtures located therein, and which are located within the bounds of the Family Unit;

(7) All space within garages as to each unit; the floors and perimeter walls of said garages being part of said units.

But excepting therefrom all of the following items located within the bounds of the unit as described above:

(1) Any part of the structure contained in all interior walls, and the structural and component parts of perimeter walls.

(2) All vent covers, grills, plate covers and other coverings of space which are not part of the unit as defined above;

(3) All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts and conduits which serve any other unit.

6. Description of Common and Limited Common Areas and Facilities

A. Common Areas and Facilities. The entire land and the improvements thereon not included within the Family Units, shall be the common Areas and Facilities.

The percentage of ownership of the Common Areas and Facilities attributable to the ownership interest of said Family Unit and the basis of the allocation of common profits and expenses shall be as follows: Family Unit 1 - 23.33%; 2 - 26.67%; 3 - 26.67%; 4 - 23.33%.

The above respective undivided interest established and to be conveyed with the respective units and indicated above cannot be changed, altered, or amended and said Grantor, their successors and assigns, and their grantees covenant and agree that the undivided percentage of interest in the Common Areas and Facilities and the fee titles to the respective units shall not be separated or separately conveyed, encumbered, inherited or divided and each said undivided interest shall be deemed to be conveyed or encumbered with its

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respective Family Unit even though the description in the instrument, conveyance or encumbrance may refer only to the fee title to said Family Unit.

B. Limited Common Areas and Facilities. The following, included within the Common Areas and Facilities and appurtenant to a Family Unit, are deemed Limited Common Areas and Facilities designated as reserved for the exclusive use of the appurtenant Family Unit:

(1) Patio adjoining Family Unit;

(2) Front stoop adjoining Family Unit;

(3) Back stoop adjoining Family Unit.

7. Unit Owners Association

Grantor shall cause to be formed an Ohio corporation not for profit to be called Belmont Terrace Condominiums No. 2 Association, Inc., which shall administer the Condominium Property. Each Family Unit owner upon acquisition of title to a Family Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Family Unit ownership, at which time the new owner of such Family Unit automatically shall become a member of the Association. Each Family Unit shall be entitled to one vote.

A. The Board of Managers and officers of the Association elected as provided in the By-Laws of the Association attached hereto as Exhibit B shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the By-Laws and by this 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 solely in his capacity as an officer or a member of the Board of Managers, he shall be deemed to act in such capacity to the extent required

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to authenticate his acts and to carry out the purposes of this Declaration and the By-Laws attached hereto as Exhibit B.

B. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are attached hereto as Exhibit B. Each owner, tenant or occupant of a Family Unit shall comply with the provisions of the general law, this Declaration, the By-Laws, decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action sums due for damages,, or for injunctive relief.

8. Statutory Agent.

The person to receive service of process for the Association shall be Jack A. Morrison, having a place of business at Mansfield, Ohio. In the event Jack A. Morrison is not registered with the Secretary of State of Ohio as Statutory Agent for Belmont Terrace Condominiums No. 2 Association, Inc., an Ohio Corporation not for profit, the person to receive such service shall be the statutory agent for such corporation.

9. Amendment of Declaration and By-Laws.

This Declaration and the By-Laws attached hereto as Exhibit B may be amended upon the filing for record with the Recorder of Richland County, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Family Unit owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must refer

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to the volume and page in which this instrument 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 Family Unit ownership. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent to such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various Family Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to this Declaration and/or the By-Laws attached hereto as Exhibit B, said amendment or modification shall nevertheless be valid among the Family Unit owners, inter sese, provided that the rights of a non-consenting mortgagee shall not be derogated thereby. No provision in this Declaration or By-Laws attached hereto as Exhibit B may be changed, modified or rescinded, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code, nor may any amendment be made to the percentage interests set forth in Section A of Item 6 without the prior unanimous approval of all Family Unit owners and their respective mortgagees.

10. Drawings

Attached hereto and marked Exhibit A, Sheets 1 through 4 and made a part hereof is a set of drawings of the Condominium Property as prepared and certified by Robert A. Cunning, licensed professional engineer, and Robert A. Cunning, registered surveyor.

11. Use of Common Areas and Facilities

Subject to the rules and regulations from time to time promulgated by the Association, all owners may use the Common Areas and Facilities in such

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manner as will not restrict, interfere with or impede the use thereof by the other owners.

12. Management, Maintenance, Repairs, Alterations and Improvements

A. Except as otherwise provided herein, the management, maintenance, repair, alteration and improvement of the Common Areas and Facilities shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Each owner agrees to maintain, repair and replace at his expense all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself or any other member of his household, or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such owner or member of his household.

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

(1) To maintain, repair and replace at his expense all portions of his Family Unit, and all internal installations of such Family Unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Family Unit boundaries, and to do likewise with all Limited Common Areas and Facilities designated by the Association for his use.

(2) To maintain and repair all windows, doors, vestibules and entry-ways of his Family Unit and of all associated structures and fixtures therein, which are appurtenances to his Family Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

(3) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building.

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

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(5) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

(6) Not to make any alterations in the portions of the Family Unit or the building which are to be maintained by the Association or remove any portion thereof or make any additions 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 managers of the Association, nor shall any Family Unit owner impair any easement without first obtaining the written consents of the Association and of the owner or owners for whose benefit such easement exists.

C. No Contract Liability of Association. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence.

D. Construction Defects. The obligation of the Association and of 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 owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

E. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Family 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 construction guarantee or insurance coverage shall not excuse any delay by the Association or any Family Unit owner in performing his obligation hereunder.

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F. No Severance of Ownership. No owner shall execute any deed, mortgage, lease or other instrument affecting title to his Family Unit ownership without including therein both his interest in the Family Unit and his corresponding percentage of ownership in the Common Areas and Facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser of a Family Unit, description by unit number and reference to this Declaration and to the attached drawings shall be adequate to convey the fee simple title thereto together with the percentage interest in and to the Common Areas and Facilities.

13. Easements

A. 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 and Facilities presently encroaches or shall hereafter encroach upon any part of a Family Unit, or any part of a Family Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities, or if by reason of the design or construction of any unit it shall be necessary or advantageous to an owner to use or occupy, for formal uses and purposes any portion of the Common Areas and Facilities, consisting of unoccupied space within the building and adjoining his Family Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other Family Unit or more than one Family Unit presently encroaches or shall hereafter encroach upon any part of any Family Unit, valid easements for the maintenance of such encroachment and for the use of

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such adjoining space are hereby established and shall exist for the benefit of such Family Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing such Family Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Family Unit or in favor of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of said owner.

B. Patios and Porches. No Family Unit owner shall decorate, landscape or adorn said patio, porch or stoop in any manner contrary to the rules and regulations as may be established therefor by the Association, unless he shall first obtain the written consent of the Association.

C. Maintenance Easements. The owner of each Family Unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire building. The owner of each Family Unit shall have the permanent right and easement to and through the Common Areas and Facilities and walls to the use of water, sewer, power, television antenna, and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of his Family Unit.

D. Easements for Certain Utilities. The Association may hereafter grant easements on behalf of Family Unit owners to entities for utility purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Areas and Facilities; and each Family Unit owner hereby grants and the transfer of title to a Family 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 Family Unit owner, such instruments as may be necessary to effectuate the foregoing.

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E. Easements Through Walls Within Family Units. Easements are hereby declared and granted to the Association to install, lay, maintain, repair and replace any pipes, wires, ducts, conducts, public utility lines or structural components running through the walls of the Family Units, whether or not such walls lie in whole or in part within the Family Unit boundaries.

F. Easements to Run With Land. All easements and rights described herein 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 person having an interest in said land, or any part or portion thereof.

G. 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 of 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 same shall be deemed conveyed or encumbered along with the unit.

14. Assessments and Lien of Association

A. General. Assessments for the maintenance, repair and insurance of the Common Areas and Facilities and for the insurance of the Family 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.

B. Division of Common Profits and Common Expenses. The proportionate shares of the separate owners of the respective Family Units in the common profits and the common expenses of the operation of the Condominium Property is based upon the proportionate estimated fair value at inception that each of the Family Units bears to the aggregate fair value of all of the Family Units. Such proportionate share of profits and expenses of each Family Unit owner shall be in accordance with the percentages set forth in Item 6, Section A, hereof.

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C. Non-Use of Facilities. No owner of a Family Unit 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 and Facilities or by the abandonment of his Family Unit.

D. Lien of Association. The Association shall have a lien upon the estate or interest in any Family Unit of the owner thereof and its percentage of interest in the Common Areas and Facilities, for the payment of the portion of the common expenses chargeable against such Family Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association, is filed with the Recorder of Richland County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the Family Unit, the name or names of the record owner or owners thereof and the amount of such unpaid portion of the common expenses. Such lien shall remain valid for a period of five years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, the owner of the Family Unit and any occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy.

E. Priority of Association's Lien. The lien provided for in Section D of this Item 14 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and lien of bona fide first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the owner or owners of the Family Unit affected shall be required to pay a reasonable rental for such Family Unit during the pendency of such action, and the plaintiff in such action

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shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

F. Dispute as to Common Expenses. Any Family Unit owner who believes that the portion of common expenses chargeable to his Family Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Family Unit may bring an action in the Court of Common Pleas for Richland County, Ohio, for the discharge of such lien.

G. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgagee of a first mortgage of record or other purchaser of a Family Unit acquires title to the Family Unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or other assessments by the Association chargeable to such Family Unit which became due prior to the acquisition of title to such Family Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Family Units, including that of such acquirer, his successors or assigns.

H. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Family Unit, the grantee of the Family Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Family 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 shall be entitled to a statement from the Board of Managers of the 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 Family Unit conveyed be subject to a lien for, any

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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. As used in this paragraph "grantor" shall include a decedent and "grantee" shall include a legatee or intestate heir of said decedent.

15. Hazard Insurance

A. Fire and Extended Coverage Insurance. 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 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 eighty percent (80%) of the replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as Trustee for each of the unit owners in accordance with the percentage ownership in the Common Areas and Facilities set forth in Section A of Item 6 herein. Such policy shall provide for built-in or installed fixtures and equipment in an amount not less than eighty percent (80%) of the replacement value thereof.

Such insurance by the Association shall be without prejudice to the right of the owner of a Family Unit to obtain individual contents or chattel property insurance, but no Family Unit owner may at any time purchase individual policies of insurance on his Family Unit or his interest in the Common Areas and Facilities as real property unless the Association shall be a named insured in such policy, and be advised of the same.

Such policy of insurance may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any Family Unit.

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 Family Unit owner, member of his family, his tenant, or

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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.

B. 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 therefor; provided, however, that in the event, within thirty (30) days after such damage or destruction, the Family Unit owners, if they are entitled to do so pursuant to Section D of this Item 15 shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

C. 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, then, unless the Family Unit owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section D of this Item 15, elect to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the Family Units so damaged or destroyed shall be undertaken by the Association at the expense of the owners of the Family Units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such Family Unit together with its Limited Common Areas and Facilities so damaged or destroyed bears to the total cost of repair, restoration or reconstruction for all such Family Units, and Limited Common Areas

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and Facilities, and such repair, restoration or reconstruction of all or any part of the Common Areas and Facilities shall be undertaken by the Association at the expense of all the owners of Family Units in the same proportions in which they shall own the Common Areas and Facilities. Should any Family Unit owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such 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.

To determine the share of each Family Unit owner of the cost in excess of the available insurance proceeds, the following principles shall govern:

(1) The cost of repair, restoration or reconstruction of all uninsured and underinsured (to the extent of such underinsurance), damage or destruction to Family Units and Limited Common Areas and Facilities appertaining thereto shall be borne by the Family Unit owner.

(2) The cost of repair, restoration or reconstruction of the uninsured and underinsured (to the extent of such underinsurance), damage or destruction of Common Areas shall be borne by the Family Unit owners in proportion to their respective percentages of interest in the Common Areas and Facilities.

(3) All insured, damaged or destroyed portions of the Condominium Property shall be deemed underinsured in the same proportion.

The term "uninsured damage or destruction" as used herein shall mean loss occurring by reason of a hazard not covered by the insurance policies of the Association. The term "underinsured damage or destruction" as used herein shall mean loss occurring by reason of a hazard covered by the insurance policies of the Association, but for which the proceeds are insufficient to cover the cost of repair, restoration or reconstruction.

The final determination made with the insurers as to insured, uninsured and underinsured damage or destruction shall govern.

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D. Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of three (3) or more of the Family Units, the Family 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 at the suit of any Family Unit owners. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Family 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 Family Unit owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Family Unit owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Family Unit have been paid, released or discharged.

16. Liability Insurance

The Association as a common expense shall insure itself, the Board of Managers, all Family Unit owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Areas and Facilities, such insurance to afford protection to a limit of not less than Three Hundred Thousand Dollars ($300,000) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than Five Hundred Thousand Dollars ($500,000) in respect to any one occurrence, and to the limit of not less than Twenty-five Thousand Dollars ($25,000) in respect to damage to or destruction of property arising out of any one accident.

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

17. Rehabilitation and Renewal of Obsolete Property

The Association may, by the affirmative vote of Family 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 of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. In consideration of the conveyance to the Association of his Family Unit, subject to such liens and encumbrances hereinafter referred to, any Family 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 Family 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 such vote is taken;

(2) The amount of any liens and encumbrances arising out of actions of said unit owner filed during the period from the date of such vote to the date of conveyance;

(3) The amount of any liens and encumbrances thereafter arising because of unpaid common expenses of the Association accruing prior to date of such vote;

(4) The amount of any common expenses accruing prior to the date of such vote, whether assessed or not assessed.

In the event of such election, such conveyance and payment of the consideration therefor, which shall be a common expense to the Family Unit owners who have not so elected, shall be made within thirty (30) days thereafter, and,

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if such owner and a majority of the Board of Managers of the Association cannot agree upon the fair market value of such Family Unit, such determination shall be made by the majority vote of three appraisers, one of which shall be appointed by such Family 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 appraisers.

18. Remedies for Breach of Covenants and Regulations

A. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board of Managers of the Association or the breach of any covenant or provision contained in this Declaration or in the By-Laws of the Association attached hereto as Exhibit B, shall give the Board of Managers, in addition to the rights hereinafter set forth in this Item, the right:

(1) To enter upon the land or Family Unit or portion thereof upon which, or as to which, such violation of breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws of the Association, and the Board of Managers, or its agents, shall not be thereby deemed guilty in any manner of trespass; or

(2) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

B. Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other occupant of his Family Unit) shall violate any of the covenants or restrictions or provisions of the general law, this Declaration or of the By-Laws of the Association attached hereto as Exhibit B, or the regulations adopted by the Board of Managers of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any 30-day period after written notice or request from the Board of Managers to cure such viola-

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tion, then the Board of Managers shall have the power to issue to the defaulting owner a 10-day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his unit. Thereupon, an action in equity may be filed by the Board of Managers against the defaulting owner for a decree of mandatory injunction against the owner or occupant subject to the prior consent in writing of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting owner's right to occupy, use or control the Family Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property to be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, provided that the court shall enjoin and restrain the defaulting owner directly or indirectly from reacquiring his interest at such judicial sale. The Association however, may acquire said 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, court reporter charge, reasonable attorneys' fees, real estate taxes and assessments and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Family Unit ownership and to immediate possession of the Family 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 this Declaration.

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19. Sale, Lease, Rental or Other Disposition

A. Sale or Lease. Any owner other than Grantor who wishes to sell or lease his unit ownership shall give to the Board of Managers no less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice; provided, however, that if the proposed purchase or lease shall be for a consideration which the Board of Managers deems inconsistent with the bona fide fair market value of such unit ownership, the Board of Managers may elect to exercise such option in the manner, within the period, and on the terms set forth in Section B of this Item 19. If said option is not exercised by the Board of Managers within the aforesaid option period, the owner may, at the expiration of said period, contract to sell or lease such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.

B. Gift. Any owner other than Grantor who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be heirs-at-law of the owner under the Ohio Statute of Descent and Distribution were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board of Managers not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase such

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unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board of Managers, the Board of Managers and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Board of Managers. The Board of Managers' option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

C. Devise. In the event any owner dies leaving a will devising his or her unit ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased owner under the Ohio Statute of Descent and Distribution, and said will is admitted to probate, the members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased owner, the Board of Managers shall appoint a qualified real estate appraiser to act

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as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Board of Managers and said devisee or devisees, or personal representative, as the case may be. The Board of Managers' right to purchase the unit ownership or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Board of Managers or its authorized representative, pursuant to authority given to the Board of Managers by the owners as hereinafter provided, to bid at any sale of the unit ownership or interest therein of any deceased owner which sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his or her unit ownership or interest therein.

D. Involuntary Sale

(1) In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking

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possession of the unit so sold, give thirty (30) days written notice to the Board of Managers of his intention so to do, whereupon the members of the Board of Managers and their successors in office, acting on behalf of consenting unit owners as hereinafter provided, shall have an irrevocable option to purchase such unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board of Managers within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(2) In the event any owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his unit ownership, the Board of Managers shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Item 14.

E. Consent of Voting Members. The Board of Managers shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior written consent of the members entitled to exercise not less than seventy-five percent (75%) of the voting power in the Association, and whose unit ownerships are not the subject matter of such option. The Board of Managers may bid to purchase at any sale of a unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court upon the prior written consent of the aforesaid voting members, which said consent shall set forth a maximum price which the Board of Managers is authorized to bid and pay for said unit or interest therein. The aforesaid option shall be exercised by the Board of Managers solely for the use and benefit of the owners consenting thereto.

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F. Release, Waiver, and Exceptions to Option. Upon the written consent of four (4) of the Board members, any of the options contained in this Item 19 may be released or waived and the unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article. In addition, none of the options contained in this Item 19 shall be applicable to any sales, leases, or subleases to purchasers, lessees or sublessees procured by or through Grantor (or their designee) for their own account or in their capacity as manager or managing agent of the Condominium Property.

G. Proof of Termination of Option. A certificate executed and acknowledged by the Secretary of the Board of Managers stating that the provisions of this Item 19 as hereinabove set forth have been met by an owner, or duly waived by the Board of Managers, and that the rights of the Board of Managers hereunder have terminated, shall be conclusive upon the Board of Managers and the owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner who has in fact complied with the provisions of this Item or in respect to whom the provisions of this Item have been waived, upon a request at a reasonable fee, not to exceed Ten Dollars ($10.00).

H. Financing of Purchase Under Option

(1) Acquisition of unit ownership or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Association shall levy an assessment against each consenting owner in the ratio which his ownership bears with respect to the total ownership of all consenting owners, which assessment shall become a lien and be enforceable in the same manner as provided in Item 14.

(2) The Board of Managers, in its discretion, may borrow money to finance the acquisition of any unit ownership or interest therein

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authorized by this Item; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the unit ownership or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board of Managers, a nominee of the Board of Managers, or by a land trust of which the Board of Managers shall be the beneficiary.

I. Title to Acquired Interests. Unit ownerships or interests therein acquired pursuant to the terms of this Item shall be held of record in the name of the President of the Association and his successor in office or such nominee as he shall designate, or by a land trust of which the Association shall be the beneficiary. Such holding shall be in trust for the benefit of all the owners consenting to and participating in such acquisition. Said unit ownerships or interests therein shall be sold or leased by the Board of Managers for the benefit of such owners. All net proceeds of such sale and/or leasing shall be deposited in the maintenance fund and may thereafter be disbursed at such time and in such manner as the Board may determine.

20. Miscellaneous Provisions

A. Each grantee of Grantor, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, 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 this Declaration were recited and stipulated at length in each and every deed of conveyance.

B. Upon the removal of the Condominium Property from the provisions of Chapter 5311, Revised Code, all easements, covenants and other rights,

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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.

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

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

E. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living descendants of Robert Kennedy, former Senator from the State of New York.

F. That so long as said Grantor, their heirs and assigns, owns one or more of the Family Units established and described herein, said Grantor, their heirs and assigns, shall be subject to the provisions of this Declaration and of Exhibits A and B attached hereto; and said Grantor 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.

G. Neither Grantor nor their representatives, heirs 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 them

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by or pursuant to this Declaration or the By-Laws attached hereto as Exhibit B or in Grantor's (or their representatives') capacity as developer, contractor, owner, manager or seller of the Condominium Property whether or not such claim (1) shall be asserted by any Family Unit owner, occupant, the Association, or by any person or entity claiming through any of them; or (2) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (3) 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 Family Unit owner, occupant, the Association, and their respective agents, employees, guests, and 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 (heat, air conditioning, electricity, gas, water, sewage, etc.).

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

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

IN WITNESS WHEREOF, the said Jack A. Morrison Building Co., an Ohio Corporation, by its duly authorized officers, has hereunto executed this instrument this 10th day of June, 1975.

Signed in the presence of:

JACK A. MORRISON BUILDING CO., an Ohio Corporation

By _____

By _____

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STATE OF OHIO :
:
COUNTY OF RICHLAND : ss.

Before me, a Notary Public in and for said County and State, personally appeared Jack A. Morrison Building Co., an Ohio Corporation, by Jack A. Morrison its President, and R. Kenneth Retman its Secretary, who having been first duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Mansfield, Ohio, this 10th day of June, 1975.

Notary Public

DEBORAH L. FOOR
NOTARY PUBLIC, RICHLAND COUNTY, OHIO
My Commission Expires Aug. 4, 1978

This instrument prepared by:

F. L. Bemiller
GORDNER, MURRAY, BROWN & BEMILLER
Attorneys at Law
70 Park Avenue West
Mansfield, Ohio 44902

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