

ARTICLES OF INCORPORATION

OF

THE MADISON HOUSE CONDOMINIUM OWNERS' ASSOCIATION, INC.

The undersigned, desiring to form a corporation, not for profit, under Chapter 1702 of the Revised Code of the State of Ohio, do hereby certify:

FIRST: The name of said corporation shall be THE MADISON HOUSE CONDOMINIUM OWNERS' ASSOCIATION, INC.

SECOND: The place in Ohio where the principal office of the corporation is to be located is Cincinnati, Hamilton County, Ohio.

THIRD: The purposes for which said corporation is formed are to be and to act as the Unit Owners' association for a condominium created under the provisions of Chapter 5311 of the Ohio Revised Code known as The Madison House Condominium (the "Condominium"), to provide for the maintenance, preservation and architectural control of the Condominium Property, and to promote the health, safety and welfare of the residents of the Condominium, and for these purposes to:

A. Exercise all of the powers and privileges and perform all of the duties and obligations of The Madison House Condominium Owners' Association, Inc. (the "Association") as set forth in these Articles of Incorporation, and the Declaration of Condominium Ownership of The Madison House Condominium (the "Declaration") and the By-Laws of The Madison House Condominium Owners' Association, Inc. (the "By-Laws");

B. Be, function and act as the Unit Owners' association of the Condominium, under the provisions of Chapter 5311 of the Ohio Revised Code;

C. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of the Association;

D. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association and subject to the terms of the Declaration;

E. Borrow money, and in accordance with the terms of the Declaration, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, all for the purpose of fulfilling the responsibilities of the Association;

F. Administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Condominium or any part thereof may now or hereafter be used, and fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter, amend, change, add to, extend, waive, or terminate, in whole or in part, any of the same;

G. Operate, maintain, repair and replace the Common Areas and Facilities of the Condominium in accordance with the provisions of the Declaration and By-Laws;

H. Obtain, pay for and maintain insurance to the extent provided in the Declaration;

I. Do any other thing necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes or which will promote the common benefit and enjoyment of the residents or Owners of the Condominium Units, in so far as not prohibited by law or the Declaration; and

J. Have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 of the Ohio Revised Code may now or hereafter have or exercise by law.

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate any provision of Chapter 5311 of the Ohio Revised Code or the provisions of these Articles of Incorporation, the Declaration or the By-Laws.

FOURTH: Every person or entity who is a record Owner of a fee or undivided fee simple interest in a Unit shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Unit. Such membership shall terminate upon sale or other disposition by such Unit Owner of his ownership interest, at which time the new Unit Owner shall automatically become a member of the Association. Voting rights of members shall be as set forth in the Declaration and By-Laws.

FIFTH: The affairs of the Association shall be managed by a Board of Managers, as required by Chapter 5311 of the Ohio Revised Code. The names and addresses of the persons who are initially to act in the capacity of managers, until the selection of their successors (as provided in the Declaration and By-Laws), are:

Jerry A. Moliqne

1325 East Kemper Road
P.O. Box 46175
Cincinnati, Ohio 45246

Anita G. Shouse

1325 East Kemper Road
P.O. Box 46175
Cincinnati, Ohio 45246

Raymond Cutter

1325 East Kemper Road
P.O. Box 46175
Cincinnati, Ohio 45246

The number, qualifications, manner and time of selection of successor managers, and their terms of office, shall be as set forth in the Declaration and By-Laws.

The Board of Managers shall have all of the powers and all of the duty of a Board of Managers as defined in Chapter 5311 of the Ohio Revised Code and of a Board of Trustees as defined in Chapter 1702 of the Ohio Revised Code, except as such powers may be limited and expanded by the provisions of these Articles of Incorporation, the Declaration and the By-Laws.

SIXTH: The Association shall indemnify every person who is or has been a member of the Board of Managers, officer, agent, or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a member of the Board of Managers, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of the Board of Managers of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested managers so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years, or (c) by the Unit Owners, or (d) by the court in which such action, suit or proceeding was brought.

Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of Unit Owners, or otherwise.

SEVENTH: Notice and quorum requirements shall be in accordance with the provisions of the By-Laws.

EIGHTH: The Association shall exist so long as the condominium regime of the Condominium exists, and no longer.

NINTH: The Association may be dissolved only with the same consents as are required to terminate the Condominium regime, as provided in the Declaration.

TENTH: All terms used herein shall have the same meaning as set forth in the Declaration.

ELEVENTH: These Articles of Incorporation may be amended by the affirmative vote of a majority of the Unit Owners present at a meeting held for such purpose at which a quorum is present.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Ohio, the undersigned incorporators of this Association have executed these Articles of Incorporation on this _____ day of March, 1980.

Herbert B. Weiss

Joe B. Conn

THE MADISON HOUSE CONDOMINIUM
2324 Madison Road
Cincinnati, Ohio 45208

DISCLOSURE STATEMENT

THIS STATEMENT HAS BEEN PREPARED PURSUANT TO SECTION 5311.26 OF THE OHIO REVISED CODE; IT IS A SUMMARY OF THE MATERIAL CIRCUMSTANCES AFFECTING THE MADISON HOUSE CONDOMINIUM DEVELOPMENT. THIS IS NOT INTENDED TO BE A COMPLETE STATEMENT OF ALL PROVISIONS CONTAINED IN THE CONDOMINIUM INSTRUMENTS WHICH ESTABLISH OWNERSHIP OF OR EXERT CONTROL OVER THE MADISON HOUSE CONDOMINIUM OR AN INDIVIDUAL UNIT THEREIN. FOR A COMPLETE DESCRIPTION OF ALL COVENANTS, CONDITIONS, RESTRICTIONS AND PROVISIONS APPLICABLE TO THE MADISON HOUSE, REFERENCE MUST BE MADE TO THE FULL TEXT OF THOSE DOCUMENTS.

The Developer of
The Madison House Condominium
is
AUTO-VEHICLE PARTS CO.
1032 Saratoga Street
Newport, Kentucky 41071
(606) 431-0400

The Manager for
The Madison House Condominium
is
CHELSEA MOORE COMPANY
Suite 200
105 West Fourth Street
Cincinnati, Ohio 45202
(513) 621-1161

This Instrument was prepared by

Herbert B. Weiss, Esq.
Joe B. Conn, Esq.
Smith & Schnacke
Attorneys at Law
2900 DuBois Tower
511 Walnut Street
Cincinnati, Ohio 45202

Original Appointment of Agent

The undersigned, being at least a majority of the incorporators of

The Madison House Condominium Owners' Association, Inc.

(Name of Corporation)

hereby appoint Chelsea Moore Company

(Name of Agent)

~~(a natural person resident in the county in which the corporation has its principal office)~~
(a corporation having a business address in the county in which the corporation has its principal office) ~~(strike out phrase not applicable)~~ upon whom (which) any process, notice or demand required or permitted by statute to be served upon the corporation may be served.

His (Its) complete address is 1325 East Kemper Road, P.O. Box 46175, Cincinnati

(Street or Avenue)

(City or Village)

Hamilton County, Ohio, 45246 (Attn: Jerry A. Molique)

(Zip Code)

Herbert B. Weiss

Joe B. Conn

**AGENTS ADDRESS
MUST BE TYPED**

(INCORPORATORS NAMES SHOULD BE TYPED OR PRINTED BENEATH SIGNATURES)

Cincinnati, Hamilton County, Ohio

March, 19 80

The Madison House Condominium Owners' Association, Inc.

(Name of Corporation)

Gentlemen: I hereby accept appointment as agent of your corporation upon whom process, tax notices or demands may be served.

Chelsea Moore Company

(Signature of Agent)

By _____

Jerry A. Molique, Vice-President
(Signature of Officer Signing and Title if Agent is a Corporation)