

THE MADISON HOUSE  
CONDOMINIUM

THE MADISON HOUSE CONDOMINIUM INSTRUMENTS CHECKLIST

- I. Document Receipt Form (includes all of II and III)
- II. Conversion Documents
  1. Declaration
  2. By-Laws
  3. Drawings
  4. Articles of Incorporation
- III. Purchase Documents
  1. Disclosure Statement
    - A. Sales Prices
    - B. Engineers' Report
    - C. Financing Statement
    - D. Limited Warranty
    - E. Budget Projections
    - F. Managment Agreement
    - G. 20 pt. Right of Rescission
  2. Purchase Contract
    - A. Deed
    - B. Power of Attorney
  3. Rules and Regulations
  4. Waiver of Option to Purchase

THE MADISON HOUSE CONDOMINIUM  
RECEIPT OF CONDOMINIUM INSTRUMENTS

The undersigned, prospective purchasers of an interest in The Madison House Condominium, hereby acknowledge receipt from Auto-Vehicle Parts Co., the Developer of The Madison House Condominium, of copies of the following condominium instruments in connection with The Madison House Condominium:

1. The Declaration of Condominium Ownership
2. The By-Laws of the Condominium Association
3. The Condominium Drawings
4. The Articles of Incorporation of the Condominium Association
5. The Disclosure Statement required by Section 5311.26 of the Ohio Revised Code
6. The form of Limited Warranty given by Developer
7. The Management Agreement
8. The Offer to Purchase form with the deed and power of attorney form attached
9. The Rules and Regulations of the Association

The undersigned understand that the execution of this document creates no obligation to purchase a Unit in The Madison House. The signing of this receipt is intended only to evidence the compliance by the Developer and/or the Developer's agent with the requirements of the Ohio Condominium Statute.

Date: \_\_\_\_\_

Prospective Purchasers:

\_\_\_\_\_  
\_\_\_\_\_

THE MADISON HOUSE CONDOMINIUM

DECLARATION OF CONDOMINIUM OWNERSHIP

I hereby certify that copies of the within Declaration, together with the drawings and By-Laws attached as Exhibits thereto, have been filed in the Office of the County Auditor, Hamilton County, Ohio.

Date: \_\_\_\_\_, 1980.

Hamilton County Auditor

By \_\_\_\_\_  
Chief Deputy

This instrument prepared by

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JOE B. CONN, Esq.  
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DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
THE MADISON HOUSE CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that:

Auto-Vehicle Parts Co., a Kentucky corporation ("Declarant"), is the owner in fee simple of the real property described in Exhibit A attached hereto and made a part hereof.

It is the desire and intention of Declarant to enable the real property described in Exhibit A together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind situated thereon, and all rights, privileges and appurtenances belonging or pertaining thereto, including, without limitation thereto, all easements now or hereafter benefiting said real property (the "Condominium Property"), to be owned under and pursuant to that certain type of ownership commonly known as "Condominium" and to subject and submit the Condominium Property to the provisions of Chapter 5311, Ohio Revised Code.

Declarant is further desirous of establishing for the mutual benefit of Declarant and all future owners, mortgagees and occupants of the Condominium Property or any part thereof, which shall be known as "The Madison House Condominium," certain easements and rights in, over and upon such Condominium Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof.

Declarant desires and intends that Declarant and the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Condominium Property shall at all times enjoy the benefits of, and shall hold their interests therein subject to the rights, reservations, easements, privileges and restrictions hereinafter set forth in this Declaration of Condominium Ownership for The Madison House Condominium (the "Declaration"), in the By-Laws of The Madison House Condominium Owners' Association, Inc. (attached hereto as Exhibit B and made a part hereof (the "By-Laws")), and in the drawings (attached hereto as Exhibits C-1 through C-10 and made a part hereof), all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Condominium Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Condominium Property.

NOW, THEREFORE, Declarant, as the owner in fee simple of the Condominium Property, hereby makes the following Declaration as to the divisions, covenants, restrictions,

limitations, conditions and uses to which the Condominium Property may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners of all or any part of the Condominium Property, together with their respective grantees, lessees, heirs, executors, administrators, devisees, mortgagees, successors and/or assigns:

## ARTICLE I

### Establishment of Condominium Ownership and Division of Condominium Property

1.1 Submission of the Condominium Property to Chapter 5311, Ohio Revised Code. Declarant, in order to establish a plan of Condominium Ownership for the Condominium Property, hereby submits the Condominium Property to the provisions of Chapter 5311, Ohio Revised Code. The Condominium Property has a building situated thereon which consists of a basement, one lobby floor, and eighteen stories containing two commercial units (the "Commercial Units") located on the lobby floor and one hundred seventy-three (173) residential units (the "Residential Units") situated on floors two through twenty (the "Building"). There is no floor numbered "13." The Building is constructed principally of brick, concrete, stucco, concrete block, wood, glass, steel, drywall and asphalt covering the flat concrete roof. The one hundred seventy-five (175) separate Units are hereby divided into one hundred seventy-five (175) separately designated and legally described freehold estates hereinafter sometimes described and referred to as the "Units." These one hundred seventy-five (175) Units are composed of the following: 2 Commercial Units, 25 efficiency apartments, 50 one bedroom/one bath apartments, 72 two bedroom/two bath apartments, 25 three bedroom/two bath apartments and one (1) four-bedroom apartment. There is no Unit designated as "1902" or "2002."

The balance of the Condominium Property including, without limitation thereto, the garage (a separate building), two apartments numbered 201 and 210, the exercise club, the party room, the lobby of the Building, the basement of the Building, the outdoor swimming pool, the roadways, driveways, sidewalks, unenclosed parking spaces, and all land, consists of one freehold estate hereinafter described and referred to as the "Common Areas and Facilities." The garage is a three level detached parking facility constructed principally of brick, concrete, stucco, asphalt, concrete block, wood, glass and steel. The garage has enclosed parking spaces which can accommodate a maximum of 81 automobiles.

The locations, together with the particulars of the Building and the garage, and the layout, location, designation, dimensions, area and number of rooms of each of the Units and the Common Areas and Facilities are shown graphically on the set of drawings attached hereto, marked Exhibits C-1 to C-10 and made a part hereof. Said set of drawings was prepared by and bears the certified statement of John Bammerlin, Registered Architect, and of Ronald L. Roate, Registered Surveyor, as required by Section 5311.07, Ohio Revised Code. The separate drawings comprising said set are hereinafter referred to by reference to the exhibit page designations thereon.

1.2 Units. Each of the Units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by the underside of the finished surface and the top side of any unfinished surface: (a) of the floor; (b) of the interior surface of the perimeter walls; and (c) of the interior surface of the ceiling of the Unit, with all of the above projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions as may be necessary to form a complete enclosure of space with respect to each such Unit with the dimensions, layouts and descriptions of each such Unit being shown on the drawings attached hereto as Exhibits C-1 through C-10, and including, without limitation:

1.2.1 The finished surfaces, including paint, lacquer, varnish, wallpaper, tile, parquet wood, carpeting and any other finishing material(s) or items applied to the interior surface of said perimeter walls, interior walls, floors and ceilings.

1.2.2 All window sashes, window frames and interior window trim or molding and doors, including door frames in the interior and perimeter walls and doorsills, together with all glass therein and all parts of any sliding glass doors and of any dual glaze window glass or other multi-thickness glass and the space occupied by all of the foregoing items in this paragraph.

1.2.3 All immediately visible fixtures, including, without limitation thereto, built-in bathroom cabinets and kitchen cabinets, built-in appliances, utility pipes, wires and conduits and service lines, mechanical, electrical, plumbing and all other equipment and systems installed for the sole and exclusive use of the Unit lying within the bounds of the Unit as defined herein; including the battery-operated smoke detector located in each

Residential Unit, and all other systems and equipment including pipes, wires, conduits, and service lines installed for the sole and exclusive use of the Unit and located within or outside the bounds of the Unit as defined herein; but excepting therefrom all heating and air-conditioning service lines, pipes and wires and all radiators, thermostats, control knobs, switches, and intercom equipment, affixed to or projecting from the interior and perimeter walls, floors, and ceilings. Commercial Unit Two includes air-conditioning equipment a part of and for the sole and exclusive use of that Unit.

1.2.4 The space within all fixtures located within the bounds of a Unit and the space occupied by the fixtures themselves.

1.2.5 All unenclosed space, if any, within or occupied by structural parts of the Building which may project into the Unit, as defined above, from the unfinished floor of the Unit to the unfinished ceiling level of the Unit, and including by way of illustration but not by way of limitation the space within built-in cabinets, if any.

1.2.6 All interior walls and space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the Building and by utility pipes, wires and conduits; but excepting therefrom all structural portions of the Building and all utility pipes, wires and conduits (except for those referred to as a part of each Unit in 1.2.3 above) lying within the bounds of the Unit as above defined.

### 1.3 Common Areas and Facilities.

1.3.1. Description of Common Areas and Facilities. The entire balance of the land and improvements thereon, and rights appurtenant thereto including, but not limited to, all easements now or hereafter benefiting such land and the Building and garage; foundations; roofs; roof truss space; main and supporting walls; columns; girders; beams; storage spaces not included in Units; all common hallways and stairways; the cooling tower and elevator penthouse on the roof of the Building; all elevators; all alarm systems, except smoke detectors located within individual Units; all radiators, thermostats control knobs and switches for heating and air-conditioning equipment and all service lines, conduits and pipes for such equipment whether located within Units or

not; enclosed and unenclosed parking areas; the garage; driveways; private streets; pumps; common television and radio-receiving equipment, the intercom system, the television surveillance system; trees; lawns; fences; gardens; landscaping; pavement and sidewalks; the swimming pool; party room; exercise club and all related equipment and facilities; apartments 201 and 210; the manager's office; the basement of the Building and all of the separate rooms, services and facilities located therein, all community and recreational facilities; and all boilers, heating, air-conditioning, water supply, utility, service, mechanical, electrical, plumbing and other types of equipment, systems, lines, pipes, wires, conduits and ducts (except those a part of any Unit referred to in Section 1.2 above), now or hereafter situated on the Condominium Property, are hereby declared and established as the Common Areas and Facilities.

1.3.2 Limited Common Areas and Facilities. Included in the Common Areas and Facilities, but restricted to the use of the Owners of the Units to which such areas and facilities are adjacent and appurtenant and to the use of the successors, heirs and assigns of such Owners are the following items which shall be known as Limited Common Areas and Facilities: all balconies, designated on Exhibits C-1 through C-10 hereto as being solely for the use of one or more of such Units to the exclusion of the other Units and all parking spaces designated as being solely for the use of one or more of such Units to the exclusion of the other Units pursuant to rules and regulations (the "Rules and Regulations") adopted by the Board of Managers (the "Board of Managers" or the "Board") of The Madison House Condominium Owners' Association, Inc. from time to time. Each Commercial Unit shall be entitled to at least 9 unenclosed parking spaces as Limited Common Areas and Facilities reserved for the exclusive use of each said Unit, which parking spaces will be designated pursuant to the Rules and Regulations of the Board of Managers. All electrical fixtures, utility pipes and lines, wires, conduits, ducts, faucets, shower heads, smoke alarms, awnings, plugs, connections or fixtures as defined by the laws of the State of Ohio and all replacements thereof which are a part of or are located in the Common Areas and Facilities but which are entirely for the benefit of or to serve one Unit shall also be Limited Common Areas and Facilities reserved for the exclusive use of the Unit which they serve.

1.3.3 Ownership and Use of Common Areas and Facilities. Each Owner of a Unit (hereinabove and hereinafter referred to as "Owner" or "Unit Owner") shall own an undivided interest in the Common Areas and Facilities as a tenant in common with all other such Owners and, except as otherwise limited in this Declaration, in the By-Laws and in the Rules and Regulations, shall have the right to use the Common Areas and Facilities for all purposes incident to the use and occupancy of his Unit. Each Owner of a Unit shall have the right to all other incident uses permitted by this Declaration, the By-Laws and the Rules and Regulations including the nonexclusive easement, together with other Unit Owners to the use and enjoyment of the Common Areas and Facilities and for ingress and egress to and from his respective Unit, which rights shall be appurtenant to and shall run with his Unit. The extent of such Ownership in the Common Areas and Facilities is hereby deemed to be, and expressed by, the percentage amount hereinafter set forth. The percentage amount is based on the size of each Unit. Such percentage amount shall remain constant and shall not be changed except by an amendment to this Declaration unanimously approved by all Unit Owners affected by such change. Until amended in the way provided in the immediately preceding sentence, the percentage of Ownership of the Common Areas and Facilities attributable to the Ownership interest in each Unit together with the percentage interest in the Association for the division of common surplus and expenses as hereinafter described in Section 5.2 of this Declaration, shall be as follows:

<u>Unit Number</u>	<u>Percentage of Interest in Common Areas and Facilities and Percentage Interest in Common Expenses and Surplus</u>
202	.67
203	.67
204	.61
205	.45
206	.44
207	.67
208	.66
209	.61

301	.44
302	.67
303	.67
304	.61
305	.45
306	.32
307	.80
308	.66
309	.61
310	.26
401	.32
402	.80
403	.67
404	.61
405	.45
406	.44
407	.67
408	.66
409	.61
410	.26
501	.44
502	.67
503	.67
504	.61
505	.45
506	.44
507	.67
508	.66
509	.61
510	.26
601	.32
602	.79
603	.67
604	.61
605	.45
606	.32
607	.80
608	.66
609	.61
610	.26
701	.44
702	.67
703	.67
704	.61
705	.45
706	.44
707	.67
708	.66

709	.61
710	.26
801	.44
802	.67
803	.67
804	.61
805	.45
806	.44
807	.67
808	.66
809	.61
810	.26
901	.44
902	.67
903	.67
904	.61
905	.45
906	.44
907	.67
908	.66
909	.61
910	.26
1001	.32
1002	.79
1003	.67
1004	.61
1005	.45
1006	.44
1007	.67
1008	.66
1009	.87
1101	.44
1102	.67
1103	.67
1104	.61
1105	.45
1106	.32
1107	.80
1108	.83
1109	.44
1110	.26
1201	.44
1202	.67
1203	.83
1204	.44
1205	.45
1206	.32



1207 .80  
1208 .83  
1209 .44  
1210 .26

1401 .32  
1402 .80  
1403 .83  
1404 .44  
1405 .45  
1406 .44  
1407 .67  
1408 .83  
1409 .44  
1410 .26

1501 .44  
1502 .67  
1503 .67  
1504 .61  
1505 .45  
1506 .32  
1507 .80  
1508 .66  
1509 .61  
1510 .26

1601 .44  
1602 .67  
1603 .83  
1604 .44  
1605 .45  
1606 .44  
1607 .67  
1608 .83  
1609 .44  
1610 .26

1701 .44  
1702 .67  
1703 .83  
1704 .44  
1705 .45  
1706 .32  
1707 .80  
1708 .66  
1709 .88

1801 .44  
1802 .67  
1803 .67  
1804 .61

*Handwritten mark*

1805	.45
1806	.32
1807	.80
1808	.66
1809	.88
1901	1.11
1903	.67
1904	.61
1905	.45
1906	.44
1907	.67
1908	.66
1909	.61
1910	.26
2001	1.11
2003	.83
2004	.44
2005	.45
2006	.44
2007	.67
2008	.83
2009	.44
2010	.26
Commercial Unit 'One'	1.00
Commercial Unit 'Two'	1.00
Total Percentage of Ownership	100%

1.3.4 Definition of Declarant. Whenever the term Declarant is used in this Declaration or in the By-Laws, it shall mean Auto-Vehicle Parts Co. prior to the Grantee Turnover Date as that term is hereinafter defined. After the Grantee Turnover Date, the term Declarant shall mean any party to which Auto-Vehicle Parts Co. has assigned all of its rights hereunder by written instrument recorded in the Hamilton County, Ohio Recorder's office; provided, however, that there must be incorporated as a part of such assignment a written assumption by the assignee of all of the Declarant's duties, obligations and liabilities hereunder as of the date of such assignment. The Grantee Turnover Date shall be the date when the above-described assignment is recorded in the Hamilton County, Ohio Recorder's office.

1.3.5 Partition. There shall be no partition of the Common Areas and Facilities through judicial proceedings or otherwise until this Declaration is

terminated and the Condominium Property is withdrawn from its terms or from the terms of any statute applicable to condominium Ownership; provided, however, that if any Unit shall be owned by two or more co-Owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit Ownership as between such co-Owners. No Unit may be partitioned or subdivided without the prior written consent of the first mortgagee of such Unit.

1.3.6 Regulation of Use of and Management of Common Areas and Facilities.

1.3.6.1 Regulation by Association. No person shall use the Common Areas and Facilities or any part thereof in any manner contrary to or not in accordance with the Rules and Regulations or in any way that will adversely affect or cause any reduction in value of any Units owned by Declarant. Without in any manner intending to limit the generality of any other provisions of the Declaration or the By-Laws, the Rules and Regulations may limit the use of the Common Areas and Facilities to members of the Association and their respective families, permitted lessees, guests, invitees, employees, successors, heirs and assigns, including business invitees and patrons of Commercial Units, as well as to provide for the exclusive use by a Unit Owner, members of his family, permitted lessees, invitees, employees, his guests, and his successors, heirs and assigns, including business invitees and patrons of Commercial Units, of Limited Common Areas and Facilities. Such use may be conditioned upon, among other things, the payment by the Unit Owner of such assessment fee or other charge as may be established by the Association for the purpose of defraying costs thereof. Subject to the provisions of the Declaration, the By-Laws and the Rules and Regulations, all Owners may use the Common Areas and Facilities in such manner as will not restrict, interfere, or impede with the use thereof by the other Owners.

Notwithstanding the foregoing, the Board of Managers, pursuant to the Rules and Regulations, or otherwise, may make special rules and regulations regarding the use and enjoyment of Common Areas and Facilities and access to and through Common Areas and Facilities by the

members of the family of each Commercial Unit Owner, and permitted lessees, invitees, employees, guests and patrons of each Commercial Unit Owner, and further provided that the Board of Managers shall make no rules or regulations limiting the number of persons or access by any of the foregoing persons to the Commercial Unit for business purposes.

1.3.6.2 Management, Maintenance, Repairs, Alterations and Improvements. Except as otherwise provided herein, management, maintenance, repair, alteration and improvement of the Common Areas and Facilities shall be the responsibility of the Association. The responsibility of the Association to manage, maintain, repair, make necessary alterations and improve the Common Areas and Facilities shall include all radiators, thermostats and associated plumbing, wiring, conduits, ducts and utility pipes located within any Unit and connected to the heating and air-conditioning system or systems that service all Units centrally. The Association's responsibility shall not include the replacement of glass, which is a part of a Unit, and is the responsibility of the Unit Owner.

The Association shall fulfill this responsibility by entering into a management contract with a competent professional management company which has been in operation at least five years (the "Manager") and, which has in its employ at least one person certified by the National Association of Real Estate Boards as a Certified Property Manager or at least one person with equivalent qualifications if such title or certification is no longer in use at that time. However, if the Board of Managers determines that it will not be possible to obtain a contract on terms reasonable to the Association with a competent professional management company which has such a person in its employ, the Board of Managers shall have the right to waive the requirement that the manager be a Certified Property Manager provided that the Manager meets all of the other requirements stated in this paragraph. (The Manager shall also be managing at least 500 residential Units other than Units in the Condominium Property at the time it is initially employed by the Association.

The management contract shall include a provision which provides that unless the management contract is renewed or extended by the Board of Managers the current Manager's employment shall continue for a term of not more than one year beyond the date when the Declarant is required by the provisions of the By-Laws to give up control of the Board of Managers.

## ARTICLE II

### General Provisions as to Units and Common Areas and Facilities

#### 2.1 Maintenance of Units.

2.1.1 By the Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each Unit and of the Limited Common Areas and Facilities which contribute to the support of the Building, excluding, however, the surfaces of interior walls and the interior surfaces of ceilings and floors and except as otherwise provided in Section 2.1.2 hereof. In addition, the Association shall be responsible for all maintenance, repair and painting of all balconies, except as otherwise provided in Section 2.1.2 hereof, and all parking spaces which are Limited Common Area for any Unit.

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

2.1.2.1 Unless otherwise provided in this Declaration or by the Association, to care for, maintain, repair and replace all or any portion of all items or fixtures described in Section 1.2 hereof other than the items or fixtures which are the responsibility of the Association pursuant to Section 2.1.1 and Section 1.3.6.2. The Owner of a Unit which has a balcony included in its Limited Common Areas and Facilities shall be responsible for the care, maintenance, repair and replacement of the floor surface of that balcony.

2.1.2.2 To maintain, keep in good order, repair and replace at his expense all portions of his Unit, including glass, and all internal and external installations of such Unit including, but not limited to, all appliances, battery-operated smoke detectors, plumbing, and

electrical fixtures or installations such as, but not limited to, electrical light switches and receptacles, and any portion of any other utility service facilities located within the Unit boundaries and serving only his Unit.

2.1.2.3 The Owner of each Unit shall, at his own expense, be responsible for the upkeep and maintenance, including, but not limited to, painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor of his Unit.

2.1.2.4 The foregoing responsibilities of each Unit Owner include, without limitation thereto, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances except said excluded items.

2.1.2.5 To perform his responsibilities in such manner so as to not unreasonably disturb other members of the Association.

2.1.2.6 Not to paint or otherwise decorate or change the exterior appearance of any doors, windows, door or window trim or of any portion of the buildings or other improvements, including balconies, not within the walls of the Unit, unless the prior written consent of the Association is obtained.

2.1.2.7 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 or with another Unit Owner.

2.1.2.8 Not to make any alterations in the portions of the Unit or the buildings 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, including, without limitation thereto, any repair to or alteration of any fire walls without first obtaining the written consent of the Association. No Unit Owner shall impair any easement without first obtaining the written consent(s) of the Association and of the Owner or Owners for whose benefit such easement exists.

2.1.3 No Personal Liability of Managers and Officers.  
Nothing contained in this Declaration, the By-Laws of the Association, or in any rules and regulations enacted pursuant thereto shall be construed so as to impose a personal liability upon any member of the Board of Managers, or any officer of the Association as such Board member or officer for the maintenance, repair, alteration, improvement, and/or replacement, of any Unit or of any part of the Common Areas and Facilities or give rise to a cause of action against any of them. None of said Board members or officers shall be liable in their capacities as such Board members or officers for damages of any kind other than damages from their own willful misconduct or bad faith.

2.2 Repairs to Common Areas and Facilities  
Necessitated by Unit Owner's Acts. Each Unit Owner agrees to repair and/or replace at his expense all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of his own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, employee, patron, licensee, lessee, family member or guest of such Owner.

2.3 Construction Defects. The obligation of the Association and of the Unit Owner to repair, maintain and replace the portions of the Condominium 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 Condominium Property.

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

2.5 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the 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 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.

## 2.6 Easements.

2.6.1 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 Unit, or any part of a 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 normal uses and purposes, any portion of the Common Areas and Facilities, consisting of unoccupied and unused space within the Building and adjoining his Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit presently encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit if such encroachment occurred due to the willful conduct of said Owner.

2.6.2 Maintenance Easements. Each Unit and the Owner of each Unit shall be subject to easements for access arising from necessity of maintenance or operation of the Condominium Property. Any damage or destruction of the Condominium Property resulting from the Association's utilization of such easement (including the easements set forth in Section 2.6.4 of this Article) shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the Association. The Owner of each Unit shall have the permanent right and easement to and through the Common Areas and Facilities and walls to the use of water, sewer, electrical heating and air conditioning, and other utilities now or hereafter existing within the walls.



2.6.3 Easements for Certain Utilities. The Association may hereafter grant easements for utility purposes for the benefit of the Condominium Property, including, without limitation thereto, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, television cables and wires, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Areas and Facilities; and each Unit Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.

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

2.6.5 Easements for Doors Between Adjoining Units. An easement is hereby reserved, declared and granted in favor of and for the benefit of any Unit Owner who owns adjacent Units to open a doorway or other opening in any wall separating said Units notwithstanding the fact that such wall may be a part of the Common Areas and Facilities. Construction plans for any such opening shall be submitted to and approved by the Board of Managers, which approval shall not be unreasonably withheld. In creating any such doorway or opening, the Common Areas and Facilities including any conduits, pipes, wires and other equipment located within any such common walls shall not be damaged or materially adversely affected. Unit Owners shall be strictly liable for any damages to the support of the Building and any of the conduits, pipes, wires and other common equipment located within any such walls which strict liability shall include the obligation to repair and replace, if necessary.

2.6.6 Easements Reserved by Declarant. Declarant hereby reserves the right and easement for itself, its successors and assigns, to enter upon the Condominium Property in order to install, maintain, repair, replace and use pipes, wires, antennas, cables, towers, conduits and other lines and facilities for the purpose of providing water, sanitary sewer, storm

sewer, electrical, telephone, television and other utility or quasi-utility services to part or all of the Condominium Property. However, any utilization of the foregoing rights and easements reserved shall not unreasonably interfere with the use and enjoyment of the Condominium Property; and, if any damage, destruction or disturbance occurs to the Condominium Property as a result of such utilization, the Condominium Property shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the person or persons making such utilization.

2.6.7 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 Declarant, its successors and assigns, and any Owner, purchaser, mortgagee and other person now or hereafter having an interest in the Condominium Property, or any part or portion thereof.

2.6.8 Reference to Easements in Deeds. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees in said instruments as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such instruments.

### ARTICLE III

#### Unit Owners' Association

3.1 Membership. Declarant shall cause to be formed an Ohio corporation not for profit to be called "The Madison House Condominium Owners' Association, Inc." (hereinafter and hereinafter called the "Association"). 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. Such membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new Owner of such Unit shall automatically become a member of the Association. The Board of Managers and officers of the Association elected or appointed 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. 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 to authenticate his acts and to carry out the purposes of this Declaration and the By-Laws.

X 3.2 Service of Process. The person to receive service of process for the Association until the President of the Association is a Unit Owner shall be Chelsea Moore Company, an Ohio corporation, (to the attention of Jerry A. Moliqye) whose address is 1325 E. Kemper Road, Cincinnati, Ohio, 45246. After a President who is a Unit Owner is elected, his name and address (and that of each successor) shall be filed with the Secretary of the State of Ohio on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit.

#### ARTICLE IV

##### Covenants and Restrictions as to Use and Occupancy

The following covenants, restrictions, conditions and limitations as to use and occupancy which shall run with the land shall be binding upon each Unit Owner, his heirs, tenants, invitees, employees, licensees, successors and assigns.

4.1 Purpose of Property. Except with regard to Commercial Units and, except as otherwise provided in this Declaration, no part of the Condominium Property shall be used for other than housing and the common recreational purposes for which the property was designed, and each Residential Unit shall be used only for residential purposes, unless the Board of Managers authorizes some other use. No more than two (2) persons may use and occupy any efficiency or one-bedroom Residential Unit at any one time; no more than three (3) persons may use and occupy any two-bedroom Residential Unit at any one time; and no more than four (4) persons may use and occupy any three-bedroom or larger Residential Unit at any one time unless the Board of Managers grants express written permission for an exception to such requirements. To the extent permitted by law, an Owner may use a portion of his Residential Unit for his office or studio (other than a music studio) provided that the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other Owner or occupant; and provided further that such activities do not increase the normal

flow of traffic of vehicles or individuals in and out of the Condominium Property or in and out of said Owner's Residential Unit. The Commercial Units may be used by their Owners or by lessees of the Owners for the following retail business, commercial, and professional purposes: uses permitted by the Zoning Code of the City of Cincinnati, R-5 Multi-Family Medium-Density District Use Regulations or such other uses permitted by the applicable governmental zoning code or regulation affecting the Condominium Property from time to time.

No other use may be made of the Commercial Units unless the express written permission for an exception to the foregoing uses is made by the Board of Managers.

#### 4.2 Obstruction of Common Areas and Facilities.

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.

4.3 Parking. No uncovered parking spaces shall be used for parking of any trailer coaches, house trailers, mobile homes, automobile trailers, campcars, recreational vehicles, campers, trucks, motorcycles, mopeds, scooters, boats, boat trailers or any other similar vehicles. The word "truck" shall include and mean every type of motor vehicle other than passenger cars. Operative automobiles may be parked in either the garage or uncovered parking spaces. No inoperative automobile may be parked anywhere on the Condominium Property for more than 48 hours without the express written permission of the Board of Managers. No covering or walling in of uncovered parking spaces by anyone other than the Declarant shall be permitted. Notwithstanding the foregoing, the Board of Managers may permit any vehicles including trucks being used for delivery, service or repair work or trucks used by the Commercial Unit Owners and recreational vehicles, campers, house trailers, mobile homes or similar vehicles to be parked from time to time on the Condominium Property subject to such rules, requirements or stipulations as may be determined by the Board of Managers. The Board of Managers shall set aside as Limited Common Area at least 9 uncovered parking spaces for the use and benefit of each of the Owners of the Commercial Units (a total of 18 spaces), their invitees, employees, patrons, suppliers, contractors and all other persons properly frequenting the Commercial Units for business purposes.

4.4 Hazardous Uses and Waste. Nothing shall be done or kept in any Residential Unit or in the Common Areas and Facilities which will increase the rate of insurance of the Building, or contents thereof, or the garage, applicable for commercial (the two Commercial Units only) and residential use, without the prior written consent of the Association. No Unit

Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which will result in the cancellation of insurance on the Building, or contents thereof, or the garage, or which would be in violation of any law. No waste will be committed in the Common Areas and Facilities.

4.5 Exterior Surfaces of Buildings. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows, doors, or balconies, or placed on the outside walls of the Building, and, except as provided in Section 4.11, no sign (other than directional signs, signs concerning the use of the Common Areas and Facilities and signs located upon the doors of the Commercial Units), awning, enclosure, screen, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls, the exterior of ingress and egress doors, windows, the roof or the balconies or any part thereof, without the prior written consent of the Association.

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

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

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

4.9 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 and the Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials. All trash, garbage or other rubbish shall be disposed of by each Unit Owner strictly in accordance with the Rules and Regulations.

4.10 Use of Common Areas and Facilities. All use and enjoyment of all Common Areas and Facilities and Limited Common Areas and Facilities shall be in accordance with and not in violation of the provisions of this Declaration, the By-Laws and the Rules and Regulations.

4.11 Prohibited Activities. Except as otherwise provided in this Declaration and except with regard to the Commercial Units, 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 by Owners and residents of Residential Units. No "For Sale" or "For Rent" signs or other window displays or advertising may be maintained or permitted on any part of the Condominium Property. The right is reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units and upon and about the Common Areas and Facilities and to use any such Units, the garage, the management office, guest apartment, recreational facilities, including the party room and exercise club or other structures on the Condominium Property as models and/or offices and with regard to promotional activities in connection with the sale or rental of Units. In addition, the right is hereby given the Association or its representatives to place "For Sale" or "For Rent" signs on a bulletin board in the lobby for the purpose of facilitating the sale and rental of Units by any Unit Owner, mortgagee or the Association.

4.12 Alteration of Common Areas and Facilities.

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

4.13 Rental of Units. The Owners of the respective Units and/or any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in this Declaration and to the By-Laws and Rules and Regulations. Except for Declarant or any first mortgagee in possession, a Residential Unit Owner shall not lease less than an entire Unit, and the respective Residential Units shall not be rented for any period less than one year. All leases of any Unit shall be in writing, and a copy of each such lease must be given to the President of the Association not more than seven (7) days after it is executed. All such leases shall provide that they are subject to all of the provisions of the Declaration, the By-Laws and the Rules and Regulations and that any failure by the lessee to comply with any of such provisions shall constitute a default under the lease.

4.14 Use of Building Systems. No Unit Owner shall overload the electric wiring in the Building or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board of Managers, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing systems without the prior written consent of the Board. Only those clothes washers and dryers installed by Declarant or the Association shall be permitted upon the Condominium Property.

No Unit Owner may install machines for washing and/or drying clothes in any Unit or anywhere upon the Condominium Property.

4.15 Use of the Garage. The garage shall be used to park vehicles of Unit Owners on a monthly rental basis. The Board of Managers shall allocate the available parking spaces on a "first come, first served" or other basis as determined by the Board of Managers from time to time. All rental income shall be paid to the Association and shall be used for the maintenance and operation of the garage. Attendant parking, commonly known as valet parking, shall be provided for the garage and, unless otherwise approved by the Board of Managers, all vehicles shall be driven into the driveways or unenclosed parking areas, parked, and removed therefrom to the garage by the attendants only, and not by the owner or driver of the vehicle.

4.16 Nondiscrimination. No Owner (including the Declarant), or any employee, agent or representative thereof, shall discriminate upon the basis of sex, race, age, color, creed or national origin in the sale, lease or rental of any Unit or in the use of the Common Areas and Facilities.

4.17 Compliance with Covenants, Conditions and Restrictions. Every Unit Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the By-Laws of the Association and with the Rules and Regulations in relation to the use and operation of the Condominium Property. Failure to comply with any of the same shall be grounds for withdrawal by the Board of Managers of privileges with respect to the use of community and recreational facilities and/or Limited Common Areas and Facilities by any defaulting Unit Owner and by his tenants, employees, invitees, guests and all members of his family including business invitees and patrons of Commercial Units. An action seeking a declaratory judgment, the recovery of sums due for damages, or injunctive relief, or any or all of them may be maintained by any interested party against any Unit Owner or any other person entitled to occupy a Unit who refuses to comply or threatens to refuse to comply with any provisions of this Declaration, the By-Laws, the Rules and Regulations, any management contract for the Condominium Property or any other document establishing Ownership or control over any part of the Condominium Property. In any case of flagrant or repeated violation by a Unit Owner, he may be required by the Board of Managers to give sufficient surety or sureties for his future compliance with the covenants, conditions and restrictions contained in this Declaration and with the By-Laws and Rules and Regulations.

## ARTICLE V

### Assessments

5.1 General. Assessments for the maintenance and repair of the Common Areas and Facilities and for the insurance of the Condominium Property 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.

5.2 Division of Common Surplus and Common Expenses. The proportionate share of the separate Owners of the respective Units in the common surplus and the common expenses of the operation of the Condominium Property is based upon the proportion of the total square feet of living space (with regard to Residential Units) and floor space (with regard to Commercial Units) in all of the Units represented by the total square feet of space in each of the Units. Such proportionate share of surplus and expenses of each Unit Owner shall be in accordance with the percentages set forth in Section 1.3.3 hereof.

5.3 Late Charges and Acceleration of Installments of Annual Assessments. The Association may impose a charge against any Unit Owner who fails to pay any amount assessed by the Association against him or his Unit within ten (10) days after the date of such assessment and who fails to exercise his rights under this Declaration or under the laws of the State of Ohio to contest such assessment. The charge may be in an amount of \$10.00 plus \$1.00 per day for every day after the expiration of such ten (10) day period. Additionally, if a Unit Owner shall be in default in payment of an installment upon an assessment, the Board of Managers may accelerate the remaining installments of the assessment for the year during which the default occurs by giving notice to the Unit Owner and the unpaid balance of the assessment shall become due upon the date designated in the notice, but not less than ten (10) days after 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 shall occur first.

5.4 Nonuse of Facilities. No Owner of a 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 Unit.

5.5 Lien of Association. The Association shall have a lien upon the estate or interest in any Unit of the Owner thereof and upon his percentage of interest in the Common Areas and Facilities for the payment of the portion of the common expenses and late charges as described above chargeable against such 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 Hamilton County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the Unit, the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the common expenses and late charges. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit while he is a Unit Owner.

5.6 Priority of Association's Lien. The lien provided for in Section 5.5 of this Article V 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 which have been filed for record. The lien provided for in Section 5.5 of this Article V 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 Unit affected shall be required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action is 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.

5.7 Dispute as to Common Expenses. Any Unit Owner who believes that the portion of common expenses chargeable to his Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Unit may, if he wishes, in lieu of bringing the action which he is entitled to bring under Section 5311.18(C) of the Ohio Revised Code, submit the question to a panel of three arbitrators, one of which shall be selected by said Unit Owner, one of which shall be selected by the Board of Managers of the Association, and the third of which shall be selected by the other two arbitrators. The question shall be decided by a majority vote of said panel, and their decision shall be final and binding on such Owner and on the Association.

5.8 Purchaser at Foreclosure Sale Subject to Declaration, By-Laws, Rules and Regulations of the Association. Any purchaser of a Unit at a foreclosure sale shall automatically become a member of the Association and shall be subject to all of the provisions of this Declaration, the By-Laws and the Rules and Regulations.

5.9 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 Unit acquires title to the Unit as a result of foreclosure of the first mortgage or by acceptance of a deed in lieu of foreclosure, such acquirer of title, his or its successors and assigns, shall not be solely liable for the share of the common expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses from all of the Units, including that of such acquirer, his or its successors and assigns.

5.10 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, other than a deed in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Unit for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee or his first mortgagee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid assessments (including current assessments) against the grantor due the Association. Neither such grantee nor such first mortgagee shall be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

## ARTICLE VI

### Insurance

6.1 Fire and Extended Coverage Insurance. The Association shall obtain and maintain for the benefit of all Owners and mortgagees insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage" in an amount not less than ninety percent (90%) of the replacement value thereof exclusive of the cost of foundations, footings and excavation, and driveways, sidewalks, and unenclosed parking areas, with an agreed amount endorsement and with a deductible on any single loss or group of losses within one year in such amounts as shall be found reasonable by the Board of Managers after carefully considering and comparing the increased premium costs resulting from a low deductible with the lower premium costs but higher per loss risk resulting from a high deductible, together with all other pertinent factors. The policy providing such coverage

shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. Said policy shall also provide that despite any clause that gives the insurer the right to restore damage in lieu of a cash settlement, such right shall not exist in case the Condominium Property is removed from the provisions of Chapter 5311 of the Ohio Revised Code pursuant to the provisions of this Declaration. Such policy shall provide coverage for built-in fixtures and equipment in an amount not less than ninety percent (90%) of the replacement value thereof (subject to the deductible provisions described above) and shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Unit Owner as hereinafter permitted. Such policy shall also contain either a waiver by the insurer of any increased hazard clause or a provision stating that the coverage will not be affected by the act, omission or neglect of any person unless such act, omission or neglect is within the knowledge or control of the Association prior to the occurrence of the loss.

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

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 at any time purchase individual policies of insurance covering any item which the Association is required to insure. If any Unit Owner does purchase such a policy, he shall be liable to the Association for any damages, expenses or losses which it suffers or incurs as a result thereof, and the Association shall have the same lien rights provided by Article V hereof for common expense payments with respect to any such damages, expenses or losses not paid to it by such Owner.

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

If any of the required insurance coverage under this Section becomes impossible to obtain, the Association shall obtain coverage which most closely approximates the required coverage with the deductible provisions described in the first paragraph hereof.

If the insurance coverage under this Section ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association; shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Condominium Property; and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by a special assessment against all Unit Owners under Article V of this Declaration and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

6.2 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 and for injury to or destruction of property occurring upon, in or about, or arising from the Common Areas and Facilities (excluding Limited Common Areas and Facilities), such insurance to afford protection to a limit of not less than Five Hundred Thousand (\$500,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than Five Million Dollars (\$5,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one accident.

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units or Limited Common Areas and Facilities. Each Unit Owner shall, at his own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of or within his Unit and Limited Common Areas and Facilities reserved for the exclusive use of his Unit.

6.3 Insurance Premiums. Insurance premiums for the policies referred to in Sections 6.1 and 6.2 (other than policies purchased by Unit Owners) and for such other insurance policies as the Board of Managers of the Association shall determine from time to time to be desirable, together with all deductibles on any losses, shall be a common expense.

## ARTICLE VII

### Damage or Destruction and Restoration of Buildings

7.1 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 as hereinafter provided. If within thirty (30) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to Section 7.4, 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.

7.2 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 Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section 7.4, elect to withdraw the Condominium Property from the provisions of this Declaration, or unless the repair is the obligation of a particular Unit Owner under Section 2.2 hereof, such repair, restoration or reconstruction of the Units so damaged or destroyed 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 Units in the same proportions in which they shall own the Common Areas and Facilities, all in accordance with the provisions of Section 7.3. Should any 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. Such assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the nonpayment of assessments.

7.3 Procedure for Reconstruction or Repair. Immediately after a casualty causing damage to any portion of the Condominium Property, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property

in condition as good as that immediately before the casualty. Such costs may include professional fees and premiums for such bonds as the Board deems necessary.

The insurance proceeds and the sums deposited with the Association from collections of special assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be applied by the Association to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses.

It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

Each Unit Owner shall be deemed to have delegated to the Board of Managers his right to adjust with insurance companies all losses under the insurance policies referred to in Section 6.1 of this Declaration other than those purchased by such Owner.

7.4 Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of fifty percent (50%) or more of the Building, the Unit Owners by unanimous affirmative vote may elect not to repair or restore such damage or destruction. Immediately after such election, if the Declarant owns at least one Unit in the Condominium Property, all of the Condominium Property shall be offered for sale to the Declarant by written notice to the Declarant. Declarant shall have thirty (30) days after its receipt of such notice to make an offer to the Unit Owners for the purchase of the Condominium Property by sending such offer in writing to the President of the Association. If the Unit Owners and the Declarant cannot agree on the purchase price for the Condominium Property, the Association (acting on behalf of the Unit Owners) and the Declarant shall, at the Declarant's option, each appoint a qualified real estate appraiser to act as arbitrators not more than ten (10) days after the Declarant's offer is received by the President of the Association. Said two arbitrators shall select a third arbitrator not more than five (5) days after their appointment, and the three arbitrators shall notify the Association and the Declarant in writing not more than thirty (30) days after the selection of the third arbitrator of their determination of the fair market value of the Condominium Property which determination shall be signed by at least two of the three arbitrators. Declarant shall notify the President of the Association in writing not more than ten (10) days after its receipt of the arbitrators' determination whether or not it elects to buy the Condominium Property at

the fair market value determined by the arbitrators. If the Declarant does not elect to buy the Condominium Property, the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. If the Declarant elects to buy the Condominium Property, all of the Unit Owners shall convey the Condominium Property to the Declarant or its assignee by general warranty deed or deeds subject only to easements and restrictions of record and real estate taxes and assessments not yet due and payable upon payment by certified or bank cashier's check payable to the President of the Association, as trustee for all of the Unit Owners, of said fair market value less the auditor's transfer fee and less the Owners' pro rata share of real estate taxes and assessments on the Condominium Property in accordance with the then prevailing custom in Hamilton County, Ohio. The closing of such conveyance shall take place not more than sixty (60) days after the Declarant gives the President of the Association its written election to buy at a date, time and place designated by the Declarant.

In the event of any such sale to the Declarant or partition sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all mortgages, liens and encumbrances on his Unit have been paid, released or discharged.

In the event of any such sale to the Declarant, and notwithstanding provisions above to the effect that the conveyance shall be subject only to certain easements and restrictions, and certain taxes and assessments, to the extent, if any, that the first mortgage on any Unit is not paid from such proceeds, such first mortgage will remain in effect against such Unit.

#### ARTICLE VIII

##### Rehabilitation and Subsequent Improvements

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

## ARTICLE IX

### Removal from Condominium Ownership

The Unit Owners, by unanimous affirmative vote, may elect to remove the Condominium Property from the provisions of Chapter 5311, Ohio Revised Code. In the event of such 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 such election was made shall be filed with the Recorder of Hamilton County, Ohio, and by him recorded. Such certificate shall be signed by the President of the Board of Managers of the Association, who shall certify therein 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 have been paid, released, or discharged, and shall also be signed by all of the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

## ARTICLE X

### Rights Reserved to the Declarant

10.1 Alterations, Additions or Improvements by the Declarant. The Declarant shall have the right without the vote or consent of the Board of Managers or Unit Owners to make alterations, additions or improvements in and to and upon all Units owned by the Declarant from time to time, whether structural or nonstructural, interior or exterior, ordinary or extraordinary; to change the layout or number of rooms in any Declarant-owned Unit; to change the size and/or number of Declarant-owned Units by subdividing one or more Declarant-owned Units into two or more separate Units, combining separate Declarant-owned Units, including those resulting from such subdivision or otherwise, into one or more Units, altering the boundary walls between any Declarant-owned Units or otherwise, and to reapportion among the Declarant-owned Units affected by such change in size and number, pursuant to the preceding clause, their appurtenant interests in the Common Areas and Facilities. Notwithstanding the foregoing, however, the percentage of interest in the Common Areas of any non-Declarant-owned Units shall not be changed by reason thereof unless the Owners of such Units shall consent thereto, and provided further that the Declarant shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. In combining Units, the Declarant may permit Unit Owners to occupy more than one Unit as a single Unit, and the Declarant



may provide for such purpose for connecting doors or other entrances between adjacent Units. For all purposes, including voting rights and assessments, such Units shall be considered as multiple Units and shall not be considered as a single combined Unit.

10.2 Leasing of Units by the Declarant. The Declarant, so long as it shall own any Units, and regardless of any rule or regulation promulgated by the Board or the Association, or any amendment to this Declaration, shall have the absolute right to lease such Units for such term or terms and upon such conditions and agreements and for such consideration as the Declarant shall, in its sole discretion, determine, or to sell such Units to any person, firm, corporation, partnership or other entity upon such terms and conditions as it shall deem to be in its best interest, and as to such lease or sale, the provisions of Article 6.1 of the By-Laws shall not apply.

10.3 Sale of Units by the Declarant. Until the Declarant has sold and closed the sale of all Declarant-owned Units, neither the Unit Owners nor the Association nor the Board of Managers nor their use of the Condominium Property shall interfere with the Declarant's sale of its Units. The Declarant may make such use of the unsold Units and the Common Areas and Facilities as may facilitate such sale, including, but not limited to, maintenance of sales offices and models, showing of the Condominium Property, display of signs and other promotional devices. The Declarant may use and occupy the management office on the Property for a sales office and may conduct promotional activities, including the use of the recreational facilities and other amenities for such purpose.

10.4 First Right of Refusal. Notwithstanding anything in this Declaration or the By-Laws to the contrary, the Declarant shall have the right of first refusal to purchase any Unit which the Association shall have the right to purchase upon the same price and at the same terms available to the Association as set forth in Section 6.1 of the By-Laws. Such right of first refusal shall continue until such time that the Declarant has sold and closed on the sale of all Units owned by the Declarant.

10.5 Reservation of Right to Make Changes. The Declarant further hereby reserves the right to amend this Declaration at any time for a period of seven years from the date of this Declaration in any way necessary to correct clerical or typographical errors; to make nominal changes; to clarify Declarant's original intent; to make any changes necessary or desirable to meet the underwriting or other requirements of any lender, the Veteran's Administration, F.H.A., or any other agency which insures loans on condominium units; to make any change necessitated by any alteration, addition, improvement

or reapportionment of percentage interests in the Common Areas and Facilities of any Declarant-owned Units made pursuant to the right reserved in Section 10.1 of this Declaration; and to change existing or to make changes in any previously declared but unsold Unit to assist Declarant in its marketing of such Unit, provided that the value or size of such Unit shall not be materially decreased. No amendments described in the immediately preceding sentence shall change any Owner's percentage of interest in the Common Areas and Facilities or adversely affect any Unit Owner's rights unless such Owner or Owners and such Owners' first mortgagee have consented thereto in writing. Each Unit Owner and his mortgagee, by acceptance of a deed to a Unit or a mortgage encumbering such Unit, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately following paragraph. All such Unit Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

10.6 Proxy and His or Her Power of Attorney in Favor of Declarant. Each Unit Owner and his respective mortgagees, by acceptance of a deed conveying the Unit to him or a mortgage encumbering such Unit, as the case may be, hereby irrevocably appoints Declarant its or his proxy and Attorney-in-Fact, coupled with an interest in real property, and authorizes, directs and empowers such Attorney, at the option of the Attorney, in the event that the Declarant exercises any of the rights reserved in Sections 10.1 and 10.5, to vote for, execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments to this Declaration for such purposes, and for and in the name of such respective mortgagees, to execute, acknowledge and record a consent to such amendment or amendments, other than amendments adversely affecting such Owners' or mortgagees' rights or changing such Owners' percentage of interest in the Common Areas and Facilities.

This Declaration may be amended for any of the purposes stated in this Article X upon the filing for record with the Recorder of Hamilton County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended. This instrument shall have been duly executed by the Declarant acting as a Unit Owner (if it still owns at least one Unit at that time), as Declarant and as Attorney-in-Fact for the other Unit Owners and their mortgagees as above provided.

Any instrument including any amendments described in this Article X must be executed with the same formalities as this instrument and must refer to the volume and page number under which the initial page of this Declaration is recorded.

Except as otherwise required by the above or other provisions of this Declaration or by Chapter 5311 of the Ohio Revised Code, no consent of any Unit Owner other than Declarant shall be required for the amendments described above to be effective.

## ARTICLE XI

### Amendment of Declaration and By-Laws

Except as otherwise provided in this Declaration and/or in the By-Laws, this Declaration and the By-Laws may be amended for purposes other than those described in Article X hereof upon the filing for record with the Recorder of Hamilton County, Ohio, of an instrument in writing setting 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 instrument and must refer to the recording reference of the first page of this instrument and its attached exhibits. It must contain an affidavit by the President of the Association stating that Unit Owners entitled to exercise at least seventy-five percent (75%) of the total voting power of the Association have approved the amendment. Provided, however, that no amendment which would limit the leasing of Units in any way different from the original provisions of this Declaration shall be effective unless it has first been approved by Unit Owners entitled to exercise ninety percent (90%) of the total voting power of the Association. No amendment shall have any effect, however, upon Declarant, so long as it owns at least one Unit, or upon a bona fide first mortgagee or upon any of their rights until the written consent of Declarant and/or such mortgagee to such amendment has been secured; provided, however, that no such mortgagee's consent shall be required for any amendment made pursuant to Article X hereof. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the consent or non-consent of Declarant and as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If Declarant refuses to consent to an amendment to the Declaration and/or the By-Laws, or if less than all mortgagees consent to such amendment, said amendment or modification shall nevertheless be valid among the Unit Owners, inter sese, provided that the rights of the Declarant or of a non-consenting mortgagee shall not be derogated thereby. No provision in this Declaration or the By-Laws may be changed, modified or rescinded, however, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code in effect on the date of recording of this Declaration.

## ARTICLE XII

### Remedies for Breach of Covenants and Regulations

12.1 Abatement and Enjoinment. The violation of any restriction, rule, 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 shall give the Board of Managers the right, in addition to the others stated in this Declaration: (i) to enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that exists 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 (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

X 12.2 Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, of the By-Laws or of the Rules and Regulations, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty-day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting Owner a ten-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 or, 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, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorneys' fees, 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 at such sale shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold. Such purchaser may apply to the court for a writ of assistance for the purpose of acquiring such possession. 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, to the By-Laws and to all then existing Rules and Regulations.

#### ARTICLE XIII

##### Eminent Domain; Obsolescence

If all or any part of any Unit or of the Common Areas and Facilities shall be taken, injured or destroyed by the exercise of the power of eminent domain, each Unit Owner and mortgagee affected thereby shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto. Any damages shall be for the taking, injury or destruction as a whole and shall be collected by the Association and distributed by it among the Unit Owners and among any mortgagees entitled thereto pursuant to the terms of their mortgages in proportion to each Unit Owner's interest in the Common Areas and Facilities.

#### ARTICLE XIV

##### Miscellaneous Provisions

14.1 Each grantee of Declarant, by the acceptance of a deed 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 hereto. All rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration and of all exhibits hereto were recited and stipulated at length in each and every deed of conveyance.

14.2 No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration and/or in any exhibits hereto 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.

14.3 The invalidity of any covenant, restriction, conditions, limitation or any other provision of this Declaration and/or of all exhibits hereto 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 and/or of such exhibits.

14.4 If any of the privileges, covenants or rights created by this Declaration and/or by any of the exhibits hereto shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Joe B. Conn and Herbert B. Weiss.

14.5 Notwithstanding anything to the contrary contained herein, unless specifically controlled by a more restrictive provision contained herein, the Association shall not without the prior written consent of at least two-thirds (2/3) of the first mortgages (based upon one vote for each first mortgage owned) of the units, be entitled to:

- (a) by act or omission, seek to abandon or terminate the Condominium Property;
- (b) change the pro rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of Ownership of each Unit in the Common Areas and Facilities;
- (c) partition or subdivide any Unit;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed a transfer within the meaning of this clause);

- (e) use hazard insurance proceeds for losses to any part of the Condominium Property (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such Condominium Property, except as provided in Section 7.4 of this Declaration in case of substantial damage to the Units and/or Common Areas and Facilities of the Condominium Property.

14.6 Except as otherwise provided herein or pursuant to the provisions of Chapter 5311 of the Ohio Revised Code, neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it or to them by or pursuant to this Declaration or the By-Laws or in its (or its representative's) capacity as Owner, developer, manager or seller of the Condominium Property whether or not such claim: (i) shall be asserted by any Unit Owner, occupant, the Association, or by any person or entity claiming through any of them; (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, occupant, the Association, and their respective agents, employees, guests, 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 services (heat, air conditioning, electricity, gas, water, sewage, etc.). The Declarant shall give to each Unit Owner at the closing of his purchase of his Unit all warranties required of the Declarant by Section 5311.25 (E) of the Ohio Revised Code. The Declarant shall have no liability in its capacity as contractor other than as expressly stated in said warranties.

14.7 Whenever any Residential Unit is owned by a corporation, partnership, trust, or other entity (other than the Declarant to whom this provision shall not apply), the respective agent of the aforementioned entity (i.e. president or chief executive officer or other authorized agent, partner or trustee) shall designate the occupant or occupants or other authorized agent who shall be entitled to use and occupy the Unit. Only the designated occupants, their invitees, employees, and guests may use the Unit. The occupants designated shall execute a written covenant by the adults of such group entitled

to use the Unit in favor of the Association whereby they agree to comply with the terms and provisions of the Declaration and exhibits attached thereto and the Rules and Regulations which may be promulgated from time to time by the Board of Managers of the Association. The written covenant shall contain an acknowledgement that the use of the Unit or Units shall continue only so long as the aforementioned entity shall continue to be a member of the Association. Upon demand by the Association to any of the aforementioned Unit Owners to remove any party given permission to use a Unit owned by the corporation, partnership, trust or other entity for a failure of such party using the Unit or Units to comply with the terms and conditions of this Declaration and exhibits hereto, including the Rules and Regulations of the Association, the aforementioned Unit Owner shall forthwith cause such party occupying the Unit or Units to be removed. In the event the aforementioned Owner fails to remove the party using the Unit, the Association, as agent of the Owner, may take such action as it deems appropriate to accomplish the removal of such user and all such action by the Association shall be at the cost and expense of the Unit Owner, and it shall reimburse the Association therefor upon demand, together with such attorneys' fees as the Association may incur in the removal. This provision does not apply to Units leased by the Owner to a bona fide tenant which situation is subject to the provisions of Section 6.1 of the By-Laws.

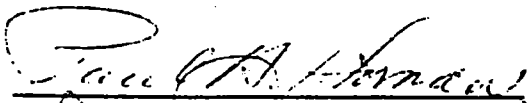
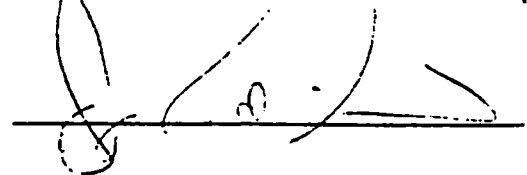
14.8 The headings to each Article and to each Section hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.


14.9 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 Declarant has caused the execution of this instrument this 6<sup>th</sup> day of November, 1980.

Signed and Acknowledged  
in the presence of:

Auto-Vehicle Parts Co.

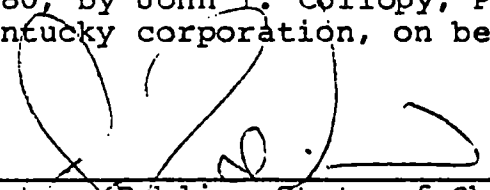
  
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By   
\_\_\_\_\_  
John T. Collopy, President



STATE OF OHIO                    )  
  )   SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me  
this 6<sup>th</sup> day of March, 1980, by John T. Collopy, President  
of Auto-Vehicle Parts Co., a Kentucky corporation, on behalf  
of the corporation.

  
\_\_\_\_\_  
Notary Public, State of Ohio

GEORGE RAYMOND DREW, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration.  
date. Section 147.03 R. C.