

EXHIBIT A

All that certain tract or parcel of land situate in Section 32 and 33, Town 4, Fractional Range 2, Miami Purchase, Columbia Township, City of Cincinnati, Hamilton County, Ohio, being part of Col. John Ferris' Estate, Restored Plats C.O., page 85, Hamilton County, Ohio, Records, and being bounded and described in accordance with a survey plan made by Thomas B. Punshon Engineering Company No. A-1044 dated February 25, 1958, and last revised January 18, 1962, as follows:

Beginning at a point in the westerly line of Vista Avenue, said point of beginning being located south 13 degrees 00 minutes east 163.38 feet from the intersection of said westerly line of Vista Avenue with the southerly line of C. B. Foote's Subdivision, said point of beginning also being the intersection of the center line of a private roadway (Garden Place; 40 feet wide) with said westerly line of Vista Avenue; thence along said center line of Garden Place south 86 degrees 54 minutes west 120.50 feet to a point; thence south 85 degrees 14 minutes west 33.65 feet to a point; thence along an arc deflecting to the left and having a radius of 90.62 feet a distance of 83.58 feet to a point (the chord of said arc bears south 58 degrees 49 minutes 30 seconds west and is 80.61 feet in length); thence along an arc deflecting to the left and having a radius of 114.61 feet a distance of 80.51 feet to a point (the chord of said arc bears south 12 degrees 17 minutes 30 seconds west and is 78.87 feet in length); thence along the center line of a private roadway (Garden Place Drive; 30 feet wide) south 7 degrees 50 minutes east 54.00 feet; thence on an arc deflecting to the right, tangent to the last described course and having a radius of 186.38 feet a distance of 64.35 feet (the chord of said arc bears south 2 degrees 3 minutes 30 seconds west and is 64.04 feet in length); thence south 11 degrees 57 minutes west tangent to the last described arc 102.00 feet to an iron pipe in the Grantor's northerly line; thence north 81 degrees 53 minutes west along said Grantor's northerly line 343.84 feet to a point; thence north 37 degrees 57 minutes west 122.00 feet to a point; thence south 39 degrees 48 minutes west 32.30 feet to an old stone in the southerly line of said Section 33; thence north 89 degrees 30 minutes east along said southerly line of Section 33 19.60 feet to a point in the easterly line of O'Bryon's Estate as recorded in Deed Book 200, page 274, Hamilton County, Ohio, Records; thence along said easterly line of said O'Bryon's Estate the following two courses and distances: (1) south 37 degrees 57 minutes east 618.42 feet; and (2) south 26 degrees 44 minutes 30 seconds east 388.83 feet to an iron pipe in the northerly line of Madison Road (80 feet wide); thence along said northerly line of Madison Road the following two courses and distances (1) north 17 degrees 26 minutes east 499.04 feet; and (2) north 48 degrees 11 minutes east 113.70 feet to said westerly line of Vista Avenue; thence north 13 degrees 00 minutes west along said westerly line of Vista Avenue 521.62 feet to the first mentioned point and place of beginning.

Subject to easements, restrictions, and legal highways of record. Also subject to an easement for street, sidewalk and sewer purposes in the private right of way known as Garden Place.

Prior Deed References: Deed Book 4077, Page 692 and Deed Book 4079, Page 1
Hamilton County, Ohio Recorder's Records

EXHIBIT B

BY-LAWS

OF

THE MADISON HOUSE CONDOMINIUM OWNERS' ASSOCIATION, INC.

This instrument prepared by:

HERBERT B. WEISS, ESQ.
JOE B. CONN, ESQ.
SMITH & SCHNACKE
ATTORNEYS AT LAW
2900 DUBOIS TOWER
511 WALNUT STREET
CINCINNATI, OHIO 45202

TABLE OF CONTENTS

<u>Item</u>	<u>Page No.</u>
 ARTICLE I	
<u>The Association</u>	1
1.1 Name and Nature of Association	1
1.2 Membership	1
1.3 Voting Rights	2
1.4 Proxies	3
1.5 Meetings of Members	3
1.5.1 Annual Meeting	3
1.5.2 Special Meetings	3
1.5.3 Notices of Meetings	4
1.5.4 Quorum; Adjournment	4
1.6 Order of Business	4
1.7 Action by Association Members Without a Meeting	5
1.8 Voting by Mail by Association Members	5
 ARTICLE II	
<u>Board of Managers</u>	6
2.1 Number and Qualification	6
2.2 Election of Managers; Vacancies	6
2.3 Term of Office; Resignations	7
2.4 Organization Meeting	7
2.5 Regular Meetings	7
2.6 Special Meetings	7
2.7 Action by Board of Managers Without a Meeting	8
2.8 Quorum; Adjournment	8
2.9 Removal of Managers	8
2.10 Fidelity Bonds.....	8
 ARTICLE III	
<u>Officer</u>	9
3.1 Election and Designation of Officers	9
3.2 Term of Office; Vacancies	9
3.3 President	9
3.4 Vice President	9
3.5 Secretary	10

3.6	Treasurer	10
3.7	Other Officers	10
3.8	Delegation of Authority and Duties	10
3.9	Indemnification of Managers and Officers ...	10

ARTICLE IV

<u>General Powers of the Association</u>		11
4.1	Payments From Maintenance Funds	11
4.1.1	Utility and Other Services for Common Areas and Facilities	11
4.1.2	Water Bills and Sewer Assessments .	11
4.1.3	Roadway Maintenance	11
4.1.4	Maintenance, Repair and Other Costs Related to Common Areas and Facilities	11
4.1.5	Casualty Insurance	11
4.1.6	Liability Insurance	12
4.1.7	Wages and Fees for Services	12
4.1.8	Other Services	12
4.1.9	Additional Expenses	12
4.1.10	Discharge of Mechanic's Liens	12
4.1.11	Certain Maintenance of Units	13
4.1.12	Miscellaneous.....	13
4.2	Association's Right to Enter Units	13
4.3	Capital Additions and Improvements	13
4.4	Changes in Exterior Appearance and Maintenance Standards	14
4.5	Rules and Regulations	14
4.6	No Active Business to be Conducted for Profit	14
4.7	Special Services	14
4.8	Delegation of Duties	15
4.9	Applicable Laws	15

ARTICLE V

<u>Determination and Payment of Assessments</u>		15
5.1	Obligation of Owners to Pay Assessments	15
5.2	Preparation of Estimated Budget	16
5.3	Reserve for Contingencies and Replacements .	17
5.4	Failure to Prepare Annual Budget	18
5.5	Books and Records of Association	18
5.6	Status of Funds Collected by Association ...	18
5.7	Annual Audit	18
5.8	Remedies for Failure to Pay Assessments	19

ARTICLE VI

<u>Sale, Leasing or Other Alienation</u>	20
6.1 Sale or Lease	20
6.2 Gift	21
6.3 Devise	21
6.4 Involuntary Sale	22
6.5 Consent of Voting Members	23
6.6 Release, Waiver, and Exceptions to Option ..	23
6.7 Proof of Termination of Option	23
6.8 Financing of Purchase Under Option	23
6.9 Title to Acquired Interests	24
6.10 Violations of Article VI	24

ARTICLE VII

<u>General Provisions</u>	24
7.1 Copies of Notice to Mortgage Lenders	24
7.2 Service of Notices on the Board of Managers	25
7.3 Service of Notices on Devisees and Personal Representatives	25
7.4 Non-Waiver of Covenants	25
7.5 Agreements Binding	25
7.6 Notices of Mortgages	25
7.7 Severability	25
7.8 Perpetuities and Restraints on Alienation ..	25
7.9 Nondiscrimination	26

BY-LAWS OF
THE MADISON HOUSE CONDOMINIUM OWNERS' ASSOCIATION, INC.

The within By-Laws (hereinafter referred to as the "By-Laws") are executed and attached as Exhibit B to the Declaration of Condominium Ownership for The Madison House Condominium (hereinafter referred to as the "Declaration") and are made a part thereof pursuant to Chapter 5311, Ohio Revised Code. Except as otherwise defined herein, the terms used in these By-Laws shall be defined in accordance with the Declaration. The purpose of these By-Laws is to provide for the establishment of a Unit Owners' Association for the government of the Condominium Property in the manner provided by the Declaration and by these By-Laws. All Owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, conditions, reservations, restrictions, obligations, provisions and regulations contained in the Declaration and these By-Laws and, shall be subject to any restriction, condition, rule or regulation hereafter adopted by the Board of Managers of the Association. All restrictions, conditions, rules and regulations adopted by the Board of Managers of the Association are hereinbefore and hereinafter referred to as the "Rules and Regulations". The mere acquisition or rental of any of the Units (hereinafter sometimes referred to as "Units" or singularly as a "Unit") located within the Condominium Property described in the Declaration, or the mere act of occupancy of any Unit will constitute acceptance and ratification of the Declaration, these By-Laws, and the Rules and Regulations.

ARTICLE I

THE ASSOCIATION

1.1 Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called "The Madison House Condominium Owners' Association, Inc."

1.2 Membership. Each Unit Owner upon acquisition of title to a Unit shall automatically become 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 Declarant shall have the rights and obligations of a Unit Owner in its capacity as an Owner of any Unit.)

1.3 Voting Rights. There shall be one voting member for each Unit ownership. Such voting member may be the Owner or the group composed of all the Owners of a Unit membership. If the Owner of a Unit is a corporation (including the Declarant) executor, trustee, partnership or other entity or representative of an Owner such Owner or its designated officer, partner, agent or attorney in fact, may vote on behalf of such Owner. The total number of votes of all voting members shall be equal to the total number of Units submitted to the Declaration, and each Owner or group of Owners shall be entitled to one vote for each such Unit owned by that Owner or groups of Owners.

Only Owners in good standing shall be entitled to vote in the affairs of the Association by mail, by written consent or at any annual or special meeting thereof. An Owner shall be deemed to be in "good standing" and "entitled to vote" if, and only if, he shall have fully paid all assessments made or levied against him and his Unit or Units by the Association as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Unit or Units, at least three (3) days prior to the date fixed for such written consent or for such annual or special meeting and if he is not in default in the performance of any of his other obligations as an Owner on such date.

So long as it continues to be so held, there shall be no voting member and no one shall be entitled to vote with regard to a Unit which has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all the Unit Owners.

Unless otherwise expressly set forth in the Declaration or in these By-Laws or otherwise required by Ohio law, all decisions of the members of the Association made at any meeting of the Association shall require for passage the affirmative vote of the Unit Owners or their voting representatives representing a majority of the total voting power represented at the meeting. No vote submitted by mail pursuant to Section 1.8 of this Article I shall be counted in establishing a quorum for any meeting, but such vote shall be counted in determining the decision of the membership on any action. However, whenever such votes are counted in addition to the votes cast by members or their proxies present at a meeting, the affirmative vote of a simple majority of the total voting power of the Association shall be required (unless a larger percentage is required by the Declaration, these By-Laws or Ohio law) for approval of any action.

1.4 Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board of Managers of the Association and, except as otherwise provided in the Declaration or in these By-Laws, shall be revocable at any time by actual notice to the Board of Managers by the member or members making such designation. * If a member has designated his first mortgagee as his proxy under the terms of a first mortgage covering such member's Unit, the presentation to the Board of Managers by a representative of such mortgagee of a copy of that mortgage containing such proxy designation shall constitute notice of that designation under this Section 1.4, and, if the mortgage so states, notice of the irrevocability of that designation. Notice to the Board of Managers in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

1.5 Meetings of Members.

1.5.1 Annual Meeting. The annual meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place and at such time as may be designated by the Board of Managers and specified in the notice of such meeting. The annual meeting of members of the Association shall be held in March of each year on such date and at such time and place as shall be designated by the Board of Managers.

1.5.2 Special Meetings. Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Managers of the Association or by members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven (7) nor more than thirty (30) days after the receipt of such request as such officer may fix. If such notice is not given within ten (10) days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at the office of the Association or

at such other place and at such time as shall be specified in the notice of meeting.

1.5.3 Notices of Meetings. Not less than seven (7) nor more than thirty (30) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is an Owner of a Unit of record as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

1.5.4 Quorum; Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise twenty-five percent (25%) of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting, provided that such quorum requirement must be met at the time of completion of the vote on any matter for such vote to be valid. No action required by law, by the Declaration, or by these By-Laws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage. The members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

1.6 Order of Business. The order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order
- * (2) Roll-call
- (3) Proof of notice of meeting or waiver of notice
- (4) Reading of minutes of preceding meeting
- (5) Reports of officers
- (6) Reports of Committees
- (7) Election of Managers (when appropriate)
- (8) Unfinished and/or old business
- (9) New business
- (10) Adjournment

1.7 Action by Association Members Without a Meeting. Any action which may be authorized or taken by a majority of the total voting power represented at a meeting of the members of the Association may be authorized or taken without a meeting in a writing or writings signed by members who would be entitled to notice of a meeting of members held for such purpose who hold more than fifty percent (50%) of the total voting power in the Association, and who are required signatories under any other provision of the Declaration or the By-Laws, which writing or writings shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of members shall be sent to all parties who are entitled to notices under Section 7.1 of Article VII of these By-Laws not less than five (5) days prior to commencing the circulation of the action for written consent among the members.

1.8 Voting by Mail by Association Members. Any Association member may cast his written vote by mail on any proposal voted upon at any meeting of the members of the Association by sending such written vote to the Association office not earlier than seven (7) days prior to the date of such meeting and not later than seven (7) days after the date of such meeting by U.S. mail, postage prepaid. Such written votes shall be filed with the records of the Association, and in no event shall any action be taken or approved by the Association with the approval of any less than the percentage of voting power required by the provisions of the Declaration and the By-Laws or without the consent of any party that is required by any of said provisions.

ARTICLE II

BOARD OF MANAGERS

2.1 Number and Qualification. The Board of Managers initially shall consist of three (3) persons who shall all be appointed by Declarant until the date of a special meeting of the members of the Association to be called by the President of the Association as soon as possible after the date when parties to whom the Declarant has conveyed Units first hold twenty-five percent (25%) of the total interest in the Common Areas and Facilities. At such meeting the Unit Owners other than the Declarant shall elect a fourth member to the Board of Managers who shall be a Unit Owner, or the spouse of a Unit Owner. At a special meeting of the members of the Association to be called by the President of the Association as soon as possible after the date when parties to whom the Declarant has conveyed Units first hold fifty percent (50%) of the total interest in the Common Areas and Facilities, the Unit Owners other than the Declarant shall elect a fifth member to the Board of Managers who shall be a Unit Owner, or the spouse of a Unit Owner.

None of Declarant's appointees need be Owners or occupiers of Units.

Not more than thirty (30) days after the earlier of the date which is three (3) years after the date of incorporation of the Association or the date which is thirty (30) days after the date when parties to whom the Declarant has conveyed Units first hold seventy-five percent (75%) of the total interest in the Common Areas and Facilities, the President of the Association shall call a special meeting of the members of the Association. At that meeting all members of the Board of Managers and all officers of the Association shall be elected. All persons so elected shall be Unit Owners, or spouses of Unit Owners, and shall take office immediately upon election. Notwithstanding the foregoing sentence, if the Owner of a Unit is a corporation (including the Declarant), executor, trustee, partnership, or other entity or representative of an Owner, such Owner or its designated officer, partner, agent, or attorney in fact, may nominate for election a person to the Board of Managers who is not an Owner or occupier of a Unit.

2.2 Election of Managers; Vacancies. At a meeting of members of the Association at which Managers are to be elected, only persons nominated from the floor as candidates shall be eligible for election as Managers and the candidates receiving the greatest number of votes shall be elected. Any vacancy in any position on the Board of Managers occupied by a person elected pursuant to Section 2.1 above, however caused,

shall be filled at a meeting of the members of the Association called for that purpose by the vote of a majority of the remaining managers, though less than a majority of the whole authorized number of Managers. Any vacancy in the position of an appointed representative shall be filled by the party which made the appointment.

2.3 Term of Office; Resignations. At the first annual meeting of the members of the Association after the election of all the members of the Board of Managers as described in the third paragraph of Section 2.1, there shall be elected by the members of the Association three Managers for two-year terms and two Managers for one-year terms. Thereafter, at the expiration of the term of a Manager and each successor of such Manager, the members of the Association shall elect a successor Manager for a two-year term. Except as otherwise provided in this Article II, each Manager shall hold office for a two-year term and until his successor is appointed or elected, or until his earlier resignation, removal from office or death. Any Manager may be reelected or reappointed for additional terms of two years each. Any Manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in a writing to that effect delivered to the Secretary of the Association. Such resignation shall take effect immediately or at such other time as the resigning Manager may specify. Members of the Board of Managers shall serve without compensation.

2.4 Organization Meeting. Prior to April 1 and after each annual meeting of members of the Association, the Board of Managers shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

2.5 Regular Meetings. Regular meetings of the Board of Managers shall be held at such times and places as shall be determined by a majority of the Managers, but at least four (4) such meetings shall be held during each fiscal year.

2.6 Special Meetings. Special meetings of the Board of Managers may be held at any time upon call by the President or any two Managers. Written notice of the time and place of each such meeting shall be given to each Manager either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Manager at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting. Such notice may also be waived in writing either before or after the holding of such meeting, by any Manager, which writing shall be filed with or entered upon the records of the

meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

2.7 Action by Board of Managers Without a Meeting. Any action which may be authorized or taken at a meeting of the Board of Managers may be authorized or taken without a meeting in a writing or writings signed by all the Managers who would be entitled to notice of a meeting of Managers held for such purpose, which writing or writings shall be filed with the records of the Board of Managers.

2.8 Quorum; Adjournment. A quorum of the Board of Managers shall consist of a majority of the Managers then in office provided that such quorum requirement must be met at the time of completion of the vote on any matter for such vote to be valid; and further provided that a majority of the Managers present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Managers at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws. In the event of any tie vote on any matter pending before the Board of Managers, the President of the Association shall have the power to cast an additional vote to break such tie.

2.9 Removal of Managers. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Managers, except the Managers appointed by Declarant as provided in Section 2.1, may be removed with or without cause by the vote of members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Manager or Managers so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Manager whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting. Any appointed Manager may be removed at any time by the party who appointed him. *

2.10 Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association or any other party handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense. Provided however that this requirement shall not apply so long as a professional management company is employed by the Association pursuant to Section 1.3.6.2 of the Declaration to manage the Common Areas and Facilities.

ARTICLE III

OFFICERS

3.1 Election and Designation of Officers. At the first Board of Managers meeting after the first annual members' meeting following the election of officers described in the third paragraph of Section 2.1 of these By-Laws, the Board of Managers shall elect a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be a member of the Board of Managers. The Board of Managers may also appoint an Assistant Secretary and such other officers as in their judgment may be necessary who are not members of the Board of Managers but who are members of the Association.

Any two or more officers may be held by the same person, provided, however that no officer may execute any instrument on behalf of the Association in more than one capacity if Ohio law, these By-Laws, or the Articles of Incorporation of the Association require such instrument to be executed by two or more officers.

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

3.3 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meeting of the Board of Managers. Subject to directions of the Board of Managers, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these By-Laws.

3.4 Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Managers.

3.5 Secretary. The Secretary shall keep the minutes of meetings of the members of the Association and of the Board of Managers. He shall keep such books as may be required by the Board of Managers and shall give notices of meetings of members of the Association and of the Board of Managers required by law, or by these By-Laws or otherwise. He shall also have such other authority and shall perform such other duties as may be determined by the Board of Managers.

3.6 Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Managers. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Managers. He shall also have such other authority and shall perform such other duties as may be determined by the Board of Managers.

3.7 Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Managers may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Managers.

3.8 Delegation of Authority and Duties. The Board of Managers is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

3.9 Indemnification of Managers and Officers. The members of the Board of Managers and the officers shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify every Board member and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board member or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be finally adjudged in such action, suit or proceeding to be liable for willful misconduct or bad faith. The Board of Managers may purchase insurance in such amounts as it deems appropriate to provide such indemnification, and the cost of such insurance shall be a common expense. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of willful misconduct or bad faith in the performance of his duty as such Board member or officer in

relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Board member or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses; provided, however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any member of Unit Owner, who is or has been a Board member or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as a Unit Owner.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

4.1 Payments from Maintenance Funds. The Association, for the benefit of all the Owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

4.1.1 Utility and Other Services for Common Areas and Facilities. Waste removal, snow removal, electricity, telephone, heat, power or any other necessary utility service for the Common Areas and Facilities;

4.1.2 Water Bills and Sewer Assessments. All water bills and sewer assessments for the Common Areas and Facilities;

4.1.3 Roadway Maintenance. All costs of maintaining in good condition all private roadways and parking areas located within the boundaries of the Condominium Property;

4.1.4 Maintenance, Repair and Other Costs Related to Common Areas and Facilities. That portion of the expenses of operating, maintaining in good condition, repairing and insuring all Common Areas and Facilities located within the boundaries of the Condominium Property together with the portion of the expense of maintaining a reasonable contingencies and replacements reserve therefor which is the Association's responsibility under Article I of the Declaration;

4.1.5 Casualty Insurance. A policy or policies of insurance, with all risk coverage (excepting normal exclusions) on all of the Condominium Property, as provided in the Declaration, the amount of which insurance shall be reviewed annually;

4.1.6 Liability Insurance. A policy or policies insuring the Association, the members of the Board and the Unit Owners against any liability to the public or to the Unit Owners and their invitees or tenants incident to the ownership and/or use of the Common Areas and Facilities, as provided in the Declaration, the limits of which policy shall be reviewed annually and which 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;

4.1.7 Wages and Fees for Services. The services of any person, or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property, and legal and/or accounting services necessary or proper in the operation of the Condominium Property or in the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;

4.1.8 Other Services. Such other maintenance, repair, operational and recreational services as the Association shall determine are necessary and proper;

4.1.9 Additional Expenses. Any other materials, equipment, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class Condominium Project or for the enforcement of the Declaration and these By-Laws;

4.1.10 Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the Condominium Property or against the Common Areas and Facilities, rather than merely against the interests therein of particular Owners. The foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Owners;

4.1.11 Certain Maintenance of Units.

Maintenance and repair of any Unit or of any Limited Common Areas and Facilities if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Areas and Facilities, or any other portion of a building, or to maintain an aesthetically pleasing uniformity in the exterior of any buildings or other structures on the Condominium Property, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within ten (10) days after written notice of the necessity of said maintenance or repair has been delivered by the Association to said Owner or Owners. The Association shall levy a special assessment against such Unit Owner or Owners for the cost of all such maintenance or repair;

4.1.12 Miscellaneous. The Association shall pay such other costs and expenses designated as "common expenses" in the Declaration and in these By-Laws.

4.2 Association's Right to Enter Units. The Association or its agents may enter any Unit when necessary in connection with any maintenance, repair or construction for which the Association is responsible provided that the Association has first given the Owner of such Unit the notice required by Paragraph 4.1.11 above except in emergency situations as hereinafter described in this Paragraph 4.2. It may likewise enter any balcony area for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association, at the expense of the maintenance fund. The Association reserves the right to retain a pass key to any Unit and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key. In the event of any emergency or nuisance originating in or threatening any Unit or any other part of the Condominium Property, or at a time when required alterations or repairs are scheduled, the managing agent or his or its or any other person designated by the Board of Managers may enter the Unit or Units involved immediately, whether the Owner is present or not.

4.3 Capital Additions and Improvements. Except for items which are expressly included in the Association's annual budget, the Association shall neither pay for out of the maintenance fund nor authorize any structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities requiring an expenditure in excess of Two Thousand Dollars (\$2,000.00) per each alteration, addition or improvement, nor more than Ten Thousand Dollars (\$10,000.00)

in the aggregate for any such expenditures in any one calendar year, nor shall it borrow funds in excess of such amounts, without, in each case, the prior approval of the members of the Association entitled to exercise three-fourths (3/4) of the voting power of the Association. However, nothing in this paragraph shall be construed so as to limit in any way the Association's powers to restore or to replace damaged, destroyed or obsolete portions of the Common Areas and Facilities using maintenance funds, the reserve for contingencies and replacements, special assessments or borrowed funds for such purposes subject to the other provisions of the Declaration and By-Laws.

X

4.4 Changes in Exterior Appearance and Maintenance Standards. Prior to December 31, 1983, no action shall be taken that shall have the effect, either directly or indirectly, of altering in any way the exterior appearance of any part of the Condominium Property or reducing or discontinuing any maintenance standard or practice in effect as of the date when the Declarant no longer controls the Board of Managers, without the prior written consent of Declarant.

4.5 Rules and Regulations. The Board of Managers of the Association may adopt Rules and Regulations and from time to time amend the same, supplementing the Rules and Regulations set forth in the Declaration and in these By-Laws as it may deem advisable for the maintenance, use, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Condominium Property. Written notice of the Rules and Regulations shall be given to all Owners and occupants, and the Condominium Property shall at all times be maintained subject to the Rules and Regulations. In the event the original or the supplemental Rules and Regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

4.6 No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them. Provided, nevertheless, that the Association may conduct such business for such charges as may be determined by the Board of Managers from time to time, which charges shall be used to offset the general expenses of the Association. No such profit or charges shall be distributed to any member of the Association.

4.7 Special Services. The Association may arrange for the provision of any special services and facilities for the benefit of such Owners and/or occupants as may desire to pay for the same, including, without limitation, cleaning, parking facilities and services, repair and maintenance of Units

and provision of special recreational, educational or medical facilities or services. Fees for such special services and facilities shall be determined by the Board of Managers and may be charged directly to participating Owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

4.8 Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Managers and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board of Managers of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities, all in accordance with Section 1.3.6.2 of Article I of the Declaration.

4.9 Applicable Law. The Association shall be subject to and governed by the provisions of any statute which has an effective date prior to the date of recording of the Declaration in the Hamilton County, Ohio Recorder's office and which is applicable to property submitted to the condominium form of ownership (including, without limitation, Chapter 5311, Ohio Revised Code). However, all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statutes applicable to associations formed to administer property submitted to the condominium form of ownership, shall be resolved in favor of the later statute if it has an effective date prior to the date of recording of the Declaration in Hamilton County, Ohio Recorder's office. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-Laws as will remove such conflicts or inconsistencies.

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

5.1 Obligation of Owners to Pay Assessments. It shall be the duty of every Unit Owner to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Areas and Facilities and of the other common expenses provided for herein and in the Declaration. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as hereinafter provided.

Utility usage by Commercial Unit occupants may be proportionately greater than Residential Unit occupants. Therefore, the Association reserves the right to separately meter any utilities which are furnished to the Commercial Units for the purpose of determining and comparing utility usage. Further, notwithstanding anything herein to the contrary, in the event the Association determines that the occupants of any of the Commercial Units are using a greater share of utilities, as compared to Residential Units, based upon an equitably determined, average square foot usage rate for such utility or utilities by Residential Unit occupants, the Association shall have the right to charge the Owners of such Commercial Unit, as a special assessment, billable and payable upon such terms as may be determined by the Board of Managers for the costs, charges or expense as determined by the Association for the excessive usage.

Any Commercial Unit which is separately metered and which, in any calendar year, uses less than its proportionate share of utilities, as determined by the Board of Managers, shall be entitled to an assessment credit to be applied towards the payment of that Commercial Unit's assessment established pursuant to Section 5.2 of these By-Laws, equal to the difference between the cost of actual utility usage and the cost of the average utility usage by Residential Units, but in no event shall the assessment credit be greater than the amount of any special assessment for excessive utility usage assessed against the Commercial Unit Owner during the same calendar year.

* Each party purchasing a Unit from the Declarant shall deposit with the Association, at the closing of his purchase, such sum as may be required by Declarant as his initial contribution to the working capital of the Association.

5.2 Preparation of Estimated Budget. On or before December 1, 1980 and on or before each December 1st thereafter, the Board of Managers shall estimate the total amount necessary to pay the cost of wages, materials, equipment, insurance, services, supplies and management fees which will be required during the ensuing calendar year for all services to be rendered by the Association together with a reasonable amount considered by the Board to be necessary for a reserve of contingencies and replacements. All amounts placed in the reserve for contingencies and replacements shall be contributions to the capital of the Association, and the portion of each monthly assessment payment made by each Owner which is allocable to the reserve for contingencies and replacements shall be separately designated for that purpose on the records of the Association. All amounts deposited in such reserve shall be kept in a separate trust account and shall be used only for the purposes specified in the Declaration and in these By-Laws. On or before each December 15th, the Board of Managers shall

Utility usage by Commercial Unit occupants may be proportionately greater than Residential Unit occupants. Therefore, the Association reserves the right to separately meter any utilities which are furnished to the Commercial Units for the purpose of determining and comparing utility usage. Further, notwithstanding anything herein to the contrary, in the event the Association determines that the occupants of any of the Commercial Units are using a greater share of utilities, as compared to Residential Units, based upon an equitably determined, average square foot usage rate for such utility or utilities by Residential Unit occupants, the Association shall have the right to charge the Owners of such Commercial Unit, as a special assessment, billable and payable upon such terms as may be determined by the Board of Managers for the costs, charges or expense as determined by the Association for the excessive usage.

Any Commercial Unit which is separately metered and which, in any calendar year, uses less than its proportionate share of utilities, as determined by the Board of Managers, shall be entitled to an assessment credit to be applied towards the payment of that Commercial Unit's assessment established pursuant to Section 5.2 of these By-Laws, equal to the difference between the cost of actual utility usage and the cost of the average utility usage by Residential Units, but in no event shall the assessment credit be greater than the amount of any special assessment for excessive utility usage assessed against the Commercial Unit Owner during the same calendar year.

Each party purchasing a Unit from the Declarant shall deposit with the Association, at the closing of his purchase, such sum as may be required by Declarant as his initial contribution to the working capital of the Association.

5.2 Preparation of Estimated Budget. On or before December 1, 1980 and on or before each December 1st thereafter, the Board of Managers shall estimate the total amount necessary to pay the cost of wages, materials, equipment, insurance, services, supplies and management fees which will be required during the ensuing calendar year for all services to be rendered by the Association together with a reasonable amount considered by the Board to be necessary for a reserve of contingencies and replacements. All amounts placed in the reserve for contingencies and replacements shall be contributions to the capital of the Association, and the portion of each monthly assessment payment made by each Owner which is allocable to the reserve for contingencies and replacements shall be separately designated for that purpose on the records of the Association. All amounts deposited in such reserve shall be kept in a separate trust account and shall be used only for the purposes specified in the Declaration and in these By-Laws. On or before each December 15th, the Board of Managers shall

notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas and Facilities as set forth in the Declaration.

On or before the first day of each month of the ensuing year, each Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12) of the assessments made pursuant to this paragraph. On or before the date of the annual meeting in each calendar year, the Board of Managers shall supply to all Owners, and to first mortgagees upon written request, an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall either be returned to the Unit Owners or credited toward the next due installment of annual assessments.

Any net shortage in the estimated amounts collected (other than a shortage resulting from nonpayment of an Owner's assessment) as compared to the actual amounts needed shall be added, as the Board of Managers shall determine, according to each Owner's percentage of ownership in the Common Areas and Facilities either to the next installment due after rendering of the accounting or amortized over not more than the next six installments.

5.3 Reserve for Contingencies and Replacements.
The Association shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve. If said reserve proves inadequate for any reason other than nonpayment of any Owner's assessment, said extraordinary expenditures shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas and Facilities. The Board of Managers shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next regular assessment payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment unless the Board elects to pro-rate the additional assessment over a period of more than one month. All Owners shall be obligated to pay the adjusted amount.

5.4 Failure to Prepare Annual Budget. The failure or delay of the Board of Managers to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly assessments at the existing rate established for the previous period until the assessment payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5.5 Books and Records of Association. The Association shall keep full and correct books of account which shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, or by any institutional lender holding a first mortgage on one or more Units, at such reasonable time or times during normal business hours as may be requested by the Owner or institutional lender. Upon ten (10) days notice to the Board of Managers, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

5.6 Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Owners in proportion to each Owner's percentage ownership in the Common Areas and Facilities as provided in the Declaration. The Board of Managers may, in their discretion, take any action which they deem necessary as to the collection, holding, disbursement or categorization of such reserve funds in order to comply with the provisions of the Internal Revenue Code, U.S. Treasury Regulations issued thereunder, and/or any ruling by the Internal Revenue Service as to the non-inclusion of such funds in the taxable income of the Association.

5.7 Annual Audit. The books of the Association shall be audited once a year by a Certified Public Accountant at the Association's expense, and such audit shall be completed prior to each annual meeting. In addition and at any other time requested by the Owners of twenty-five percent (25%) or more of the Units, the Board of Managers shall cause an additional audit to be made, provided that the entire expense of such additional audit shall be paid solely by those Owners who requested it. Copies of financial statements prepared in such annual audit shall be provided upon request to any institutional lender holding a first mortgage on one or more of the Units.

5.8 Remedies for Failure to Pay Assessments. If an Owner is in default in the payment of any of the aforesaid charges or assessments for thirty (30) days, the President of the Association may bring suit for and on behalf of the Board of Managers and as representative of all Owners, to enforce collection thereof and/or to foreclose the lien therefor as provided in the Declaration. There shall be added to the amount due, the costs of said suit, together with legal interest, late charges as provided in the Declaration, and reasonable attorneys' fees to be fixed by the court. To the extent permitted by the Declaration or by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, late charges, costs and fees as above provided shall be and become a lien or charge against the Unit ownership of the Owner involved when payable, and may be foreclosed by an action brought in the name of the Association by the President of the Association as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board of Managers and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any encumbrancer may from time to time request in writing a written statement from the Board of Managers setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expense payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

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

In addition to and not in lieu of the other remedies for default provided in this Article V and elsewhere in the Declaration and By-Laws, the Board of Managers shall have the right to restrict or to terminate the use of the recreational areas and/or community facilities which are a part

of the Condominium Property or which Unit Owners have the right to use by any Unit Owner who is in default under this Article V, by any member of his family or by any of his tenants, guests or invitees. The Board of Managers shall also have the right to restrict or to terminate the right to exclusive use of any Limited Common Areas and Facilities by any one or more of the people described in the immediately preceding sentence in the event of such a default.

ARTICLE VI

SALE, LEASING OR OTHER ALIENATION

6.1 Sale or Lease. The success of The Madison House Condominium will depend to a great extent on the forming of a congenial community by the various Unit Owners. The proximity of the Units to each other creates a substantial degree of interdependence among Unit Owners. Therefore, any Owner other than Declarant who wishes to sell or lease his Unit ownership shall give to the Board of Managers no less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name and address and such social and financial information on the proposed purchaser or lessee as may be requested by the Association. The members of the Board of Managers and their successors in office, acting on behalf of all consenting Unit Owners as hereinafter provided, shall at all times have the first right and option either to produce another purchaser or lessee to purchase or lease such Unit ownership upon the same terms or to purchase or lease such Unit ownership on behalf of all consenting Unit Owners as hereinafter provided upon the same terms. This option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. However, if the proposed purchase or lease shall be for a consideration which the Board of Managers deems inconsistent with the bona fide fair market value of such Unit ownership, the Board of Managers may elect to exercise such option in the manner, within the period, and on the terms set forth in Section 6.2 of this Article VI. If said option is not exercised by the Board of Managers within the aforesaid option period, the Owner may, at the expiration of said period, contract to sell or lease such Unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. The approval by the Association of any such lease shall not release the Owner making such lease from any obligations under the Declaration, these By-Laws, or the Rules and Regulations enacted pursuant thereto. If the Board of Managers does exercise said option within the option period, the Owner proposing the sale or lease shall be bound to close the sale or lease with the Association or with the purchaser or lessee produced by the Board of Managers, as the case may be.

6.2 Gift. Any Owner other than Declarant who wishes to make a gift of his Unit ownership or any interest therein to any person or persons who would not be heirs-at-law of the Owner under the Ohio Statute of Descent and Distribution were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board of Managers not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Board of Managers, acting on behalf of consenting Unit Owners as hereinafter provided, shall at all times have the first right and option to purchase such Unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided. Not more than fifteen (15) days after receipt of said written notice by the Board of Managers, the Board of Managers and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board of Managers. The Board of Managers' option to purchase the Unit ownership or interest therein shall expire ten (10) days after the date of receipt by it of such notice.

6.3 Devise. In the event any Owner dies leaving a will devising his or her Unit ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased Owner under the Ohio Statute of Descent and Distribution, and said will is admitted to probate, the Board of Managers, acting on behalf of consenting Unit Owners as hereinafter provided, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board of Managers shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within

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

6.4 Involuntary Sale.

(a) In the event any Unit ownership or interest therein is sold at a judicial or execution sale, other than a mortgage foreclosure sale, the person acquiring title through such sale shall, before taking possession of the Unit so sold, give not less than thirty (30) days written notice to the Board of Managers of his intention so to do. The Board of Managers, acting on behalf of consenting Unit Owners as hereinafter provided, shall then have an irrevocable option to purchase such Unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board of Managers within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(b) The provisions of this Article VI shall not be applicable to a voluntary conveyance to a mortgagee in lieu of foreclosure, to a foreclosure sale, or to a sale or lease by a mortgagee after it has acquired title

to a Unit either by deed in lieu of foreclosure or at a foreclosure sale.

6.5 Consent of Voting Members. The Board of Managers shall not exercise any option hereinabove set forth to purchase any Unit ownership or interest therein without the prior approval of members entitled to exercise not less than two-thirds of the voting power in the Association, and whose Unit ownerships are not the subject matter of such option. The Board of Managers may bid to purchase at any sale of a Unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court upon the prior approval of the aforesaid voting members, which said approval shall set forth a maximum price which the Board of Managers is authorized to bid and pay for said Unit or interest therein. The aforesaid option shall be exercised by the Board of Managers solely for the use and benefit of the Owners consenting thereto.

6.6 Release, Waiver, and Exceptions to Option. Upon the written consent of three (3) of the members of the Board of Managers, any of the options contained in this Article VI may be released or waived and the Unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article. In addition, none of the options contained in this Article VI shall be applicable to any sales, leases, or subleases to purchasers, lessees or sublessees procured by or through Declarant for its own account.

6.7 Proof of Termination of Option. A certificate executed and acknowledged by the Secretary of the Board of Managers stating that the provisions of this Article VI as hereinabove set forth have been met by an Owner, or duly waived by the Board of Managers, and that the rights of the Board of Managers hereunder have terminated, shall be conclusive upon the Board of Managers and the Owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon a request at a reasonable fee.

6.8 Financing of Purchase Under Option.

6.8.1 Acquisition of Unit ownership or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Association shall levy an assessment against each consenting Owner in the ratio which his ownership bears with respect to the total ownership of all consenting Owners, which assessment shall become a lien and be enforceable in the same manner as provided in Article V.

6.8.2 The Board of Managers, in its discretion, may borrow money to finance the acquisition of any Unit ownership or interest therein authorized by this Article, but no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit ownerships or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board of Managers, a nominee of the Board of Managers, or by a land trust of which the Board of Managers shall be the beneficiary.

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

6.10 Violations of Article VI. Any sale, lease, gift or devise completed without complying with the provisions of this Article VI shall, at the option of the Association, be voidable by the Association. The Association shall have the right to take immediate possession of any Unit sold, leased, devised or given in violation of the terms of this Article VI and to terminate the use and occupancy by any person not rightfully in possession thereof.

ARTICLE VII

GENERAL PROVISIONS

7.1 Copies of Notice to Mortgage Lenders. Upon written request to the Board of Managers, the holder of any duly recorded mortgage or trust deed against any Unit ownership shall be given a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Unit ownership is subject to such mortgage or trust deed even if such Owner or Owners has waived the right to receive such notice.

7.2 Service of Notices on the Board of Managers. Notice required to be given to the Board of Managers or to the Association may be delivered to any member of the Board of Managers or officer of the Association either personally or by certified mail addressed to such member or officer at his residence address.

7.3 Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.

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

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

7.6 Notices of Mortgages. Any Owner who mortgages his Unit shall notify the Association in such manner as the Association may direct of the name and address of his mortgagee and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgagees of Units."

7.7 Severability. The invalidity of any covenants, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the Declaration or of the rest of these By-Laws.

7.8 Perpetutities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these By-Laws 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 rule 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.

7.9 Nondiscrimination. No Owner (including the Declarant), or any employee, agent or representative thereof, shall discriminate upon the basis of sex, race, color, creed or national origin in the sale, lease or rental of any Unit nor in the use of the Common Areas and Facilities.

IN WITNESS WHEREOF, the Declarant has caused the execution of this instrument this 6th day of March, 1980.

Signed and acknowledged
in the presence of:

AUTO-VEHICLE PARTS CO.

Frank R. Hosman
[Signature]

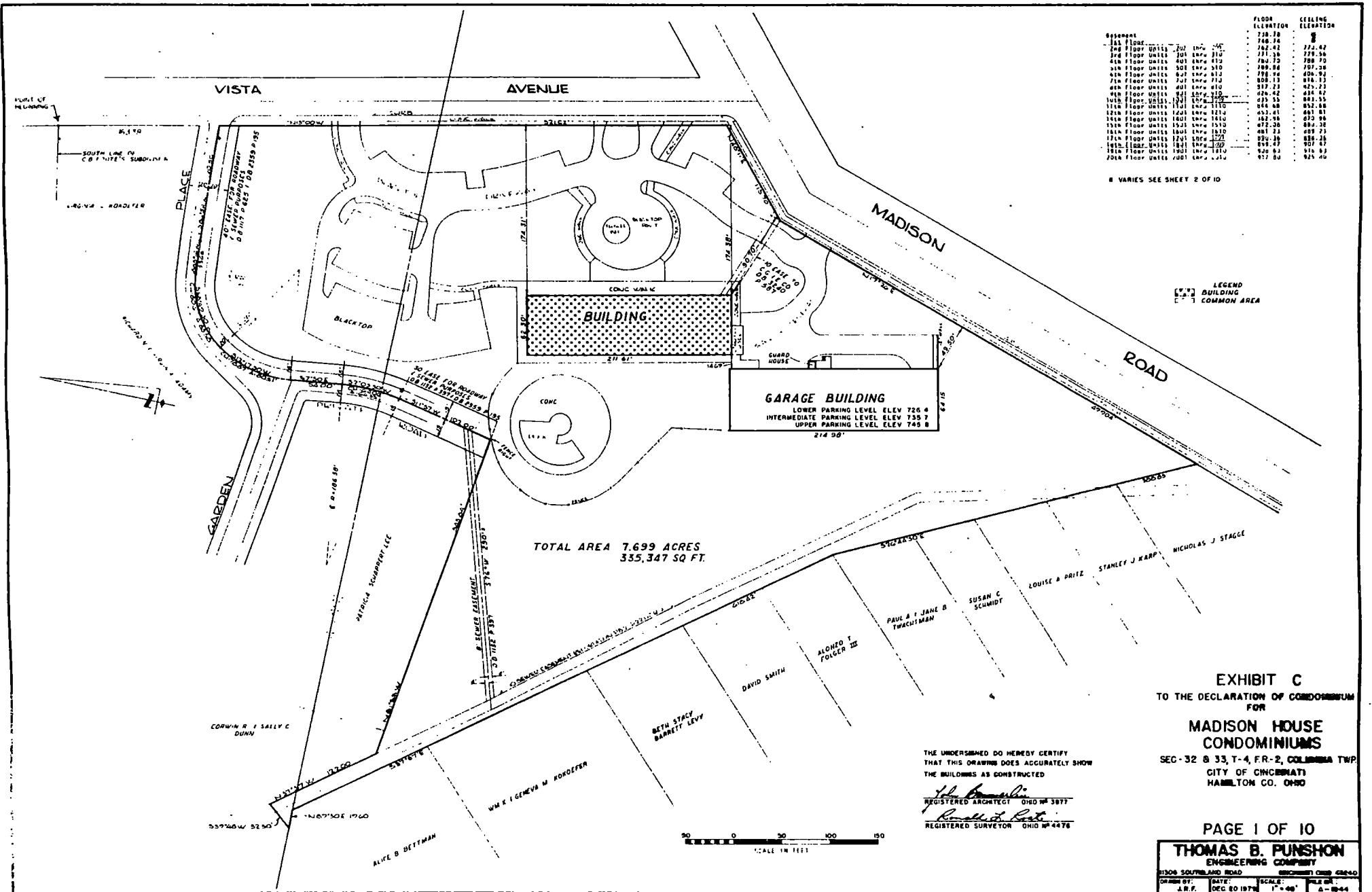
By: *[Signature]*
John T. Collopy, President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

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

[Signature]
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.



System	FLOOR ELEVATION	CEILING ELEVATION
Basement	720.70	720.70
1st Floor Units - 202 thru 245	746.94	772.42
2nd Floor Units 201 thru 210	771.36	778.56
3rd Floor Units 401 thru 410	780.72	788.70
4th Floor Units 501 thru 510	789.88	797.26
5th Floor Units 601 thru 610	798.96	806.92
7th Floor Units 701 thru 710	808.12	816.62
8th Floor Units 801 thru 810	817.23	825.23
9th Floor Units 901 thru 910	826.42	834.62
10th Floor Units 1001 thru 1010	835.43	843.55
11th Floor Units 1101 thru 1110	844.48	852.68
12th Floor Units 1201 thru 1210	853.41	861.81
13th Floor Units 1301 thru 1310	862.36	870.96
14th Floor Units 1401 thru 1410	871.23	879.23
15th Floor Units 1501 thru 1510	880.16	888.16
16th Floor Units 1601 thru 1610	889.27	897.47
17th Floor Units 1701 thru 1710	898.63	906.83
18th Floor Units 1801 thru 1810	907.90	916.40

8 VARIES SEE SHEET 2 OF 10

LEGEND
 [Symbol] BUILDING
 [Symbol] COMMON AREA

TOTAL AREA 7.699 ACRES
 335,347 SQ. FT.

GARAGE BUILDING
 LOWER PARKING LEVEL ELEV 726.4
 INTERMEDIATE PARKING LEVEL ELEV 735.7
 UPPER PARKING LEVEL ELEV 749.8
 214.90'

EXHIBIT C
 TO THE DECLARATION OF CONDOMINIUM
 FOR
MADISON HOUSE
CONDOMINIUMS
 SEC-32 & 33, T-4, R-2, COLUMBIA TWP
 CITY OF CINCINNATI
 HAMILTON CO. OHIO

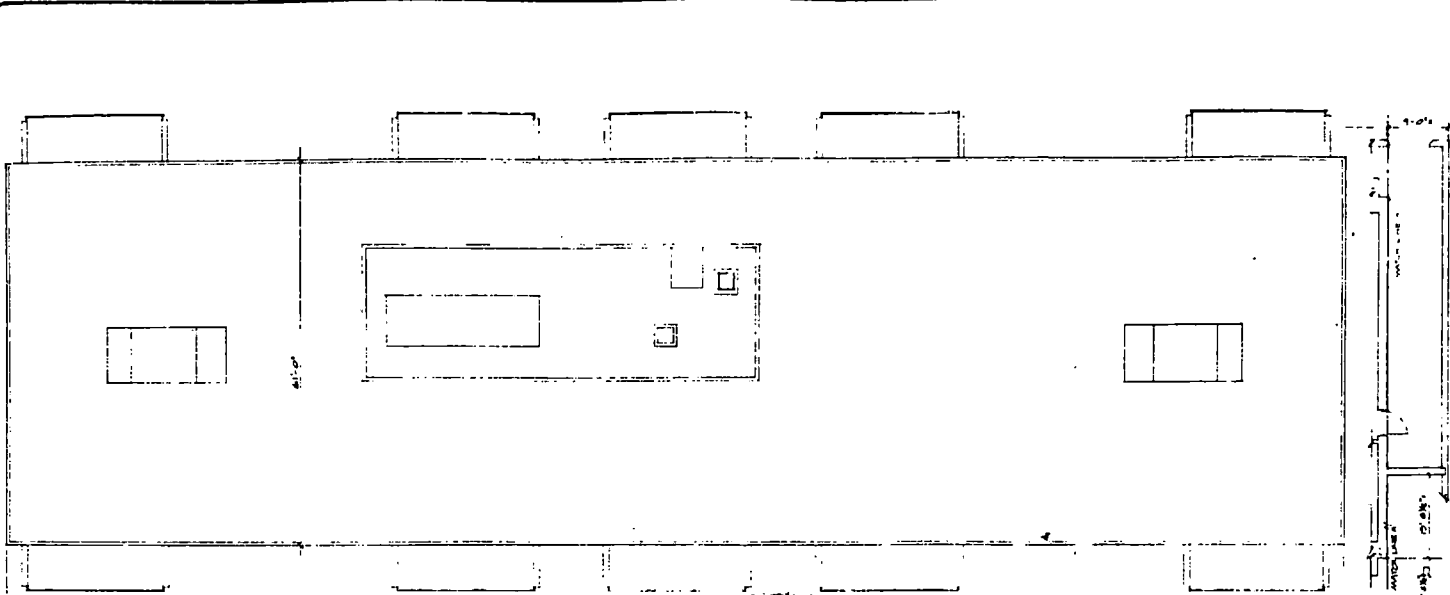
THE UNDERSIGNED DO HEREBY CERTIFY
 THAT THIS DRAWING DOES ACCURATELY SHOW
 THE BUILDINGS AS CONSTRUCTED

John B. Punshon
 REGISTERED ARCHITECT OHIO # 3877

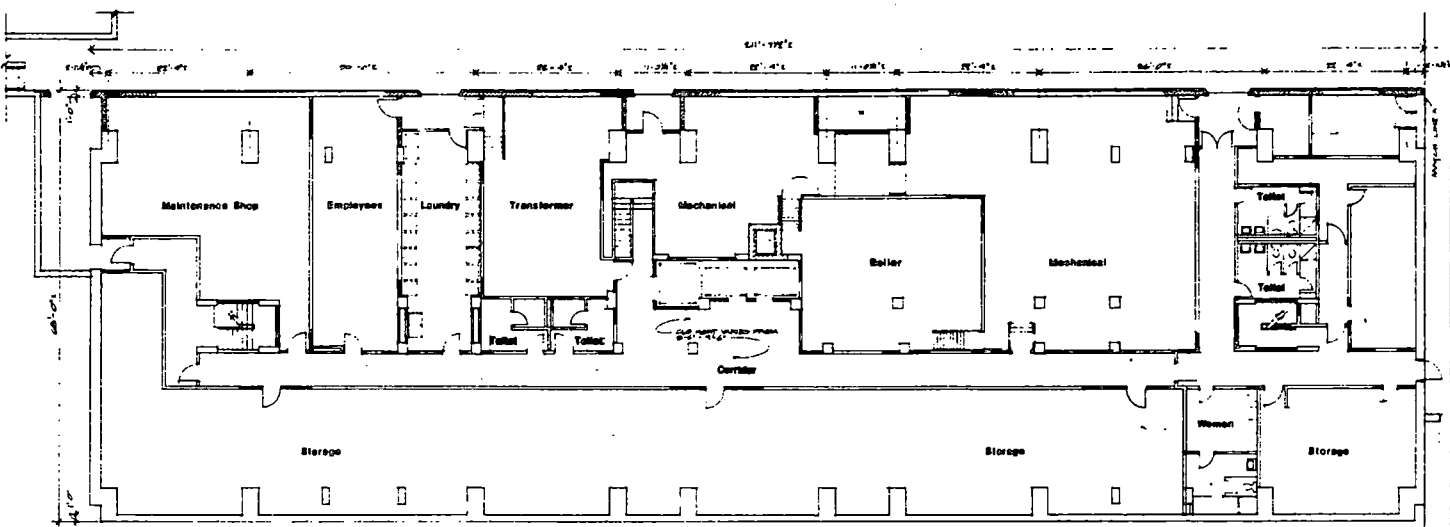
Robert L. Best
 REGISTERED SURVEYOR OHIO # 4478

PAGE 1 OF 10

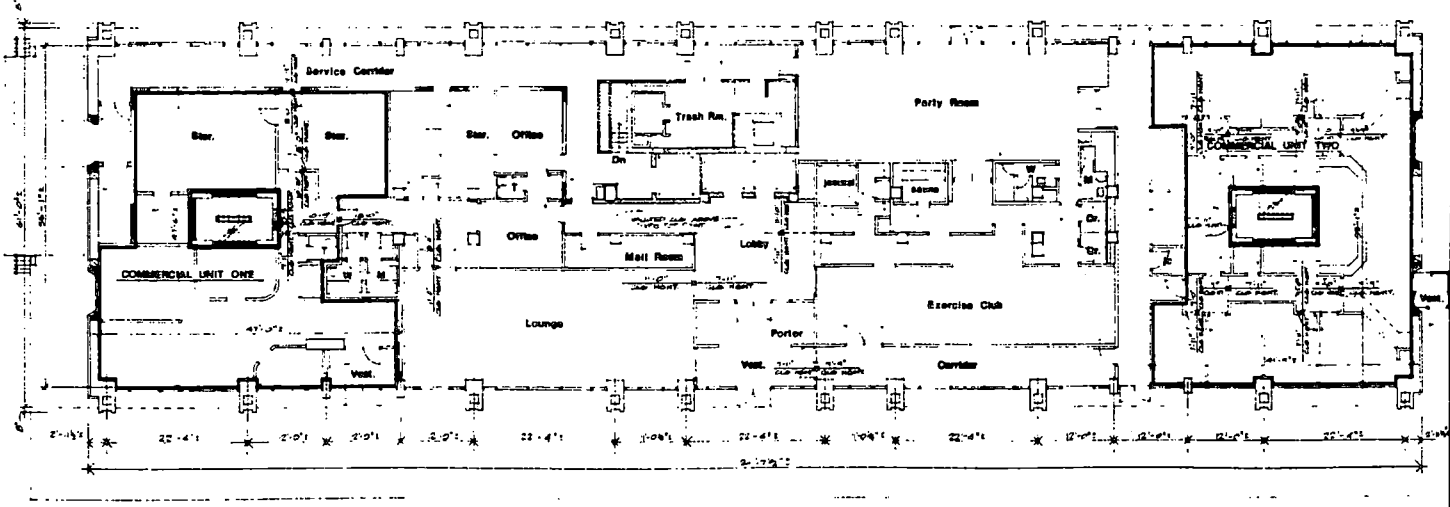
THOMAS B. PUNSHON
 ENGINEERING COMPANY
 81304 SOUTHLAND ROAD CINCINNATI OHIO 45240
 DRAWN BY: DATE: SCALE: FILE NO.:
 J.B.F. DEC 20 1974 1" = 40' A-1044



ROOF PLAN

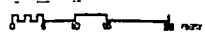


BASEMENT FLOOR PLAN



1ST FLOOR PLAN

LEGEND
 U.A. - UNITS AREA
 U.C.A. - UNITS COMMON AREA

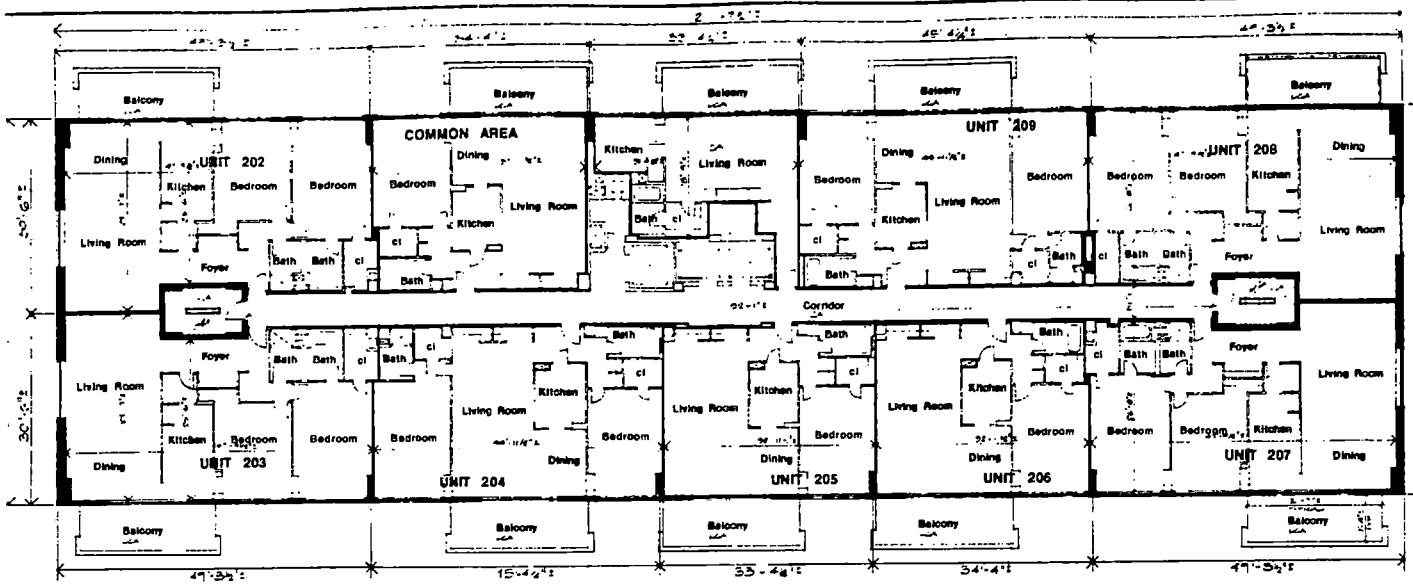


2 of 10

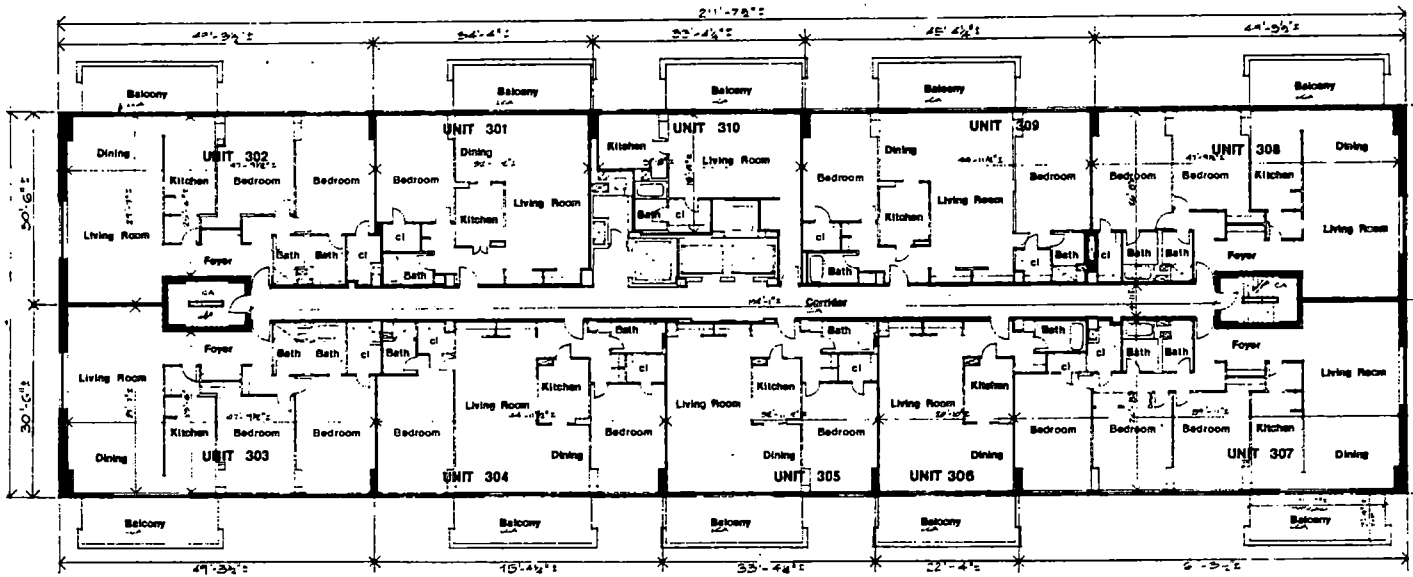
MADISON HOUSE CONDOMINIUMS
 MADISON ROAD CINCINNATI, OHIO
 VISTA ARCHITECTS

POT - CO. ARCHITECTS/PLANNERS

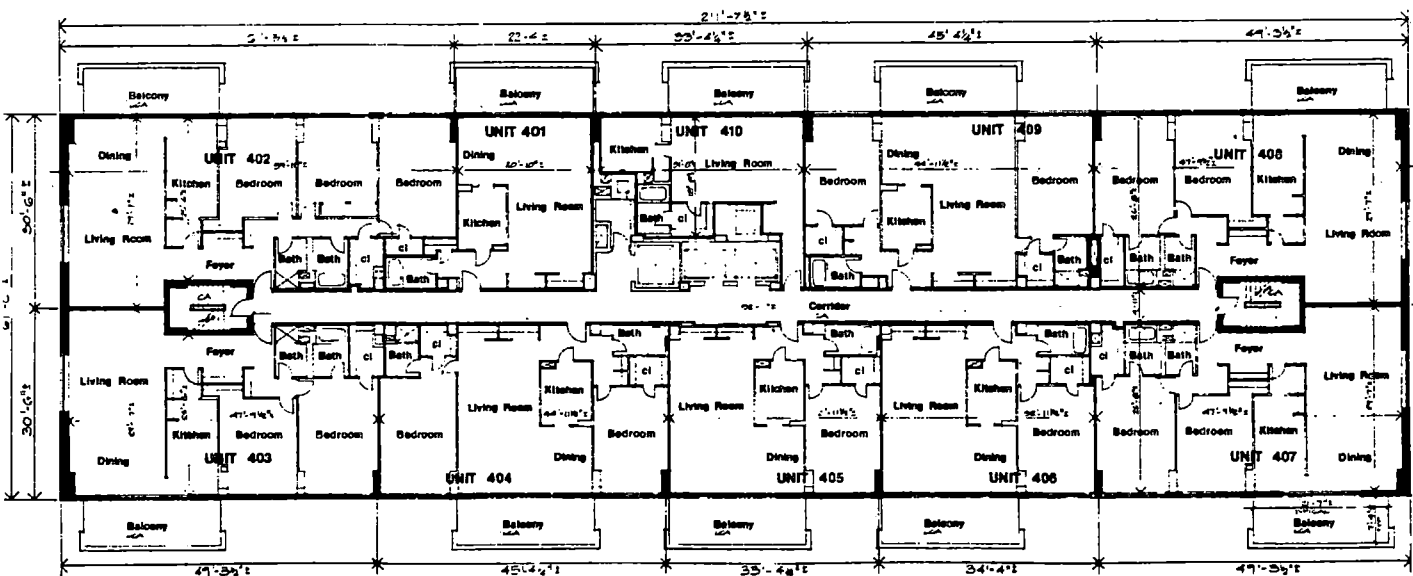
THE USER HEREBY CERTIFIES THAT THIS DRAWING
 CORRECTLY SHOWS THE BUILDING AS CONSTRUCTED
 Jan 22, 1970
 Feb 20, 1970



2ND FLOOR PLAN

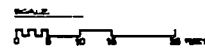


3RD FLOOR PLAN



4TH FLOOR PLAN

DESIGNED BY
 CA. ARCHITECTS/PLANNERS
 LCA - LIMITED COMMON AREA



DATE OF THIS SET
 EXHIBIT C
 3 OF 10

MADISON HOUSE CONDOMINIUMS
 MADISON ROAD
 CINCINNATI, OHIO
 VISTA AVENUE
 OHIO

PDT • CO. ARCHITECTS/PLANNERS
 1001 UNIVERSITY ROAD CINCINNATI OHIO 45202-5039

DRAWING CERTIFICATION:
 THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS DRAWING
 DOES ACCURATELY SHOW THE BUILDING AS CONSTRUCTED.
 DATE OF CONSTRUCTION: 12/20/2011
 DRAWN BY: J. B. [Signature]
 1001 UNIVERSITY ROAD CINCINNATI OHIO 45202-5039

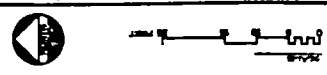
**MADISON HOUSE
CONDOMINIUMS**

PREPARED BY: **W. W. MONTGOMERY & ASSOCIATES, INC.**
 ARCHITECTS/PLANNERS

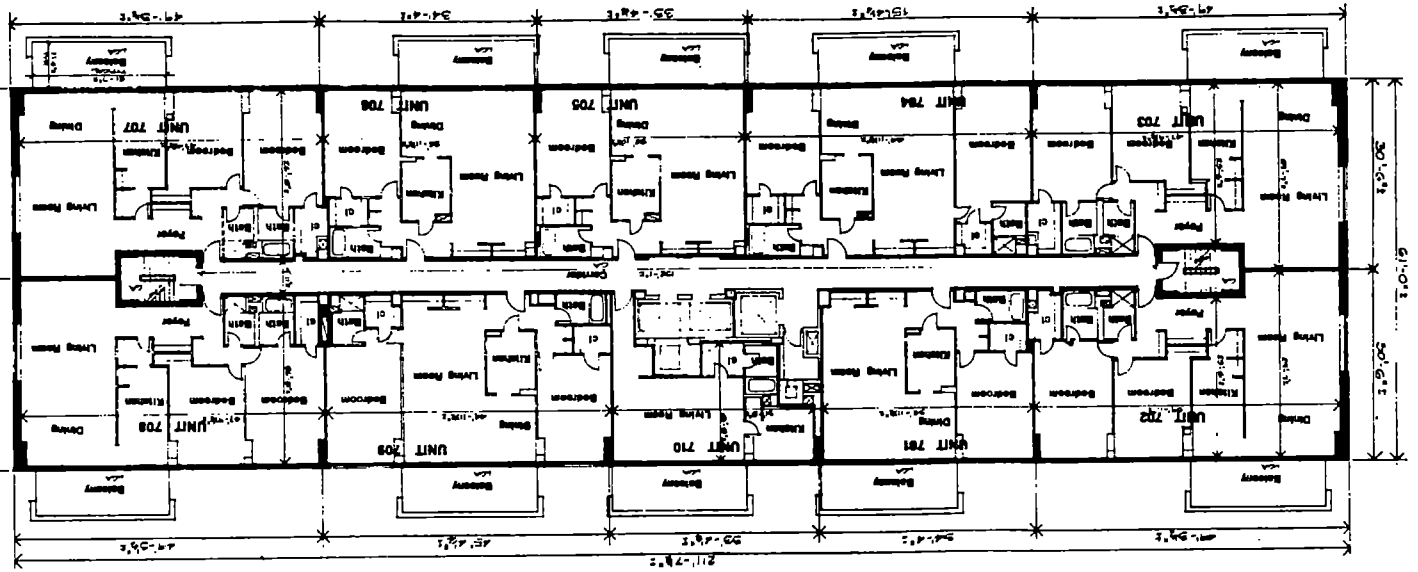
THIS DOCUMENT IS PREPARED FOR THE ARCHITECT'S USE ONLY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN OR FOR THE CONSTRUCTION OF THE BUILDING AS SHOWN THEREON.

4 of 4
 SHEET NO. 1
 DATE: 11/15/88

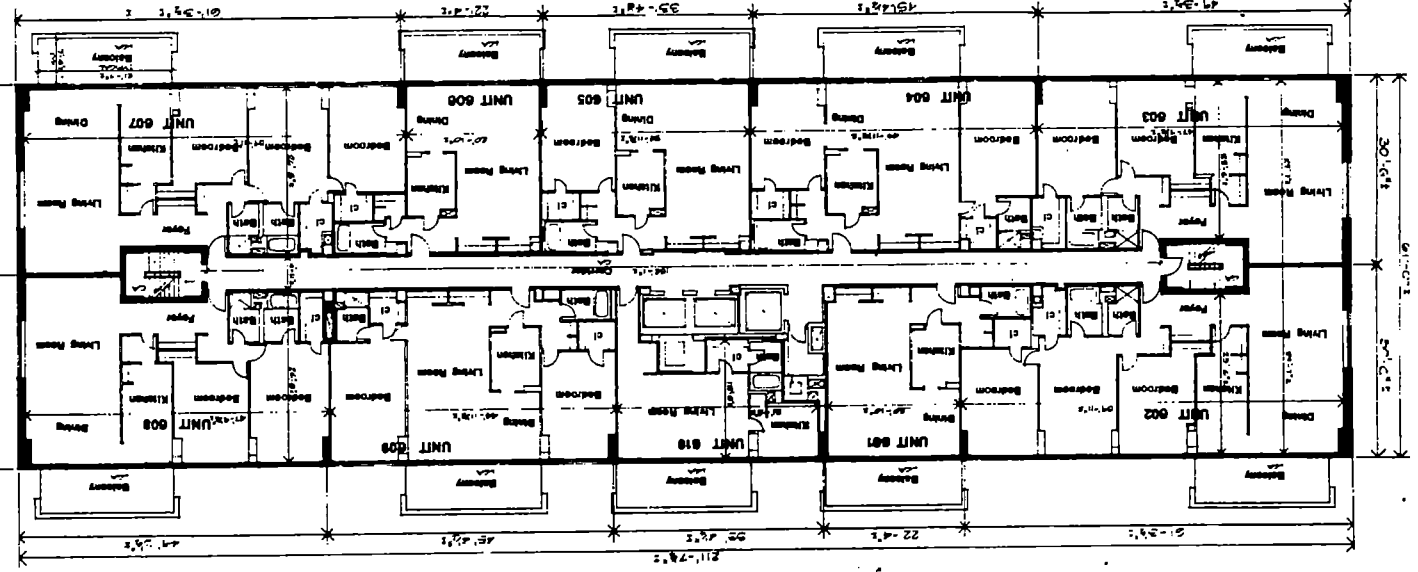
LEGEND
 CA - COMMON AREA
 LA - LIMITED COMMON AREA



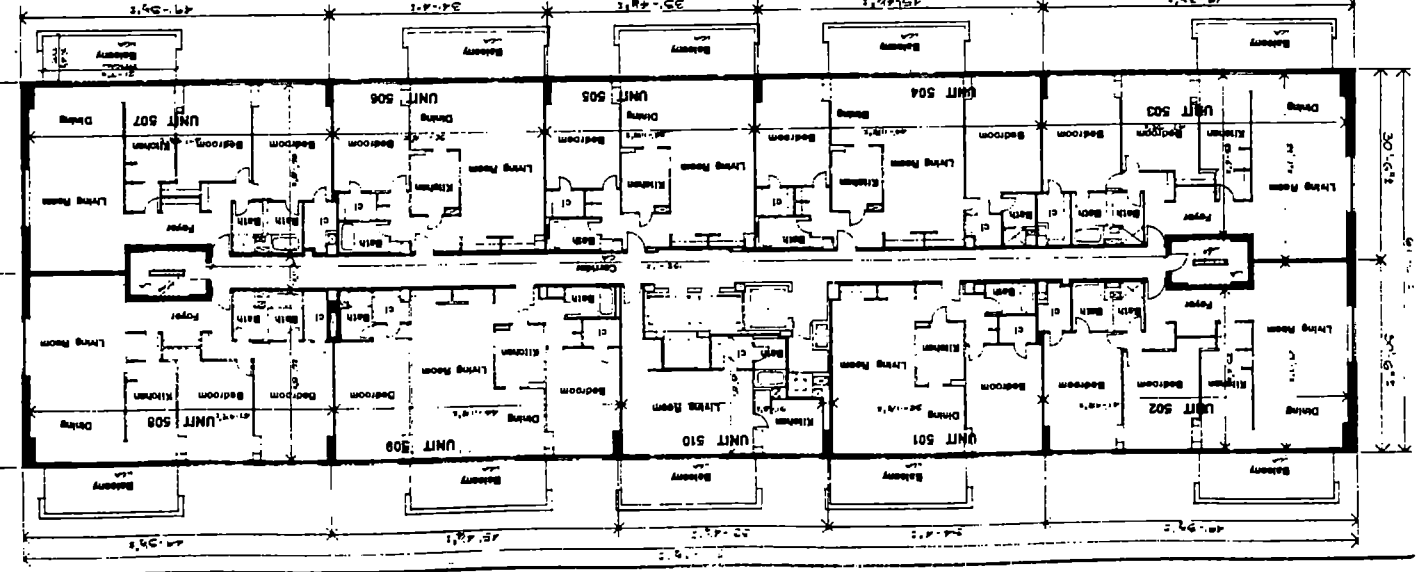
7TH FLOOR PLAN

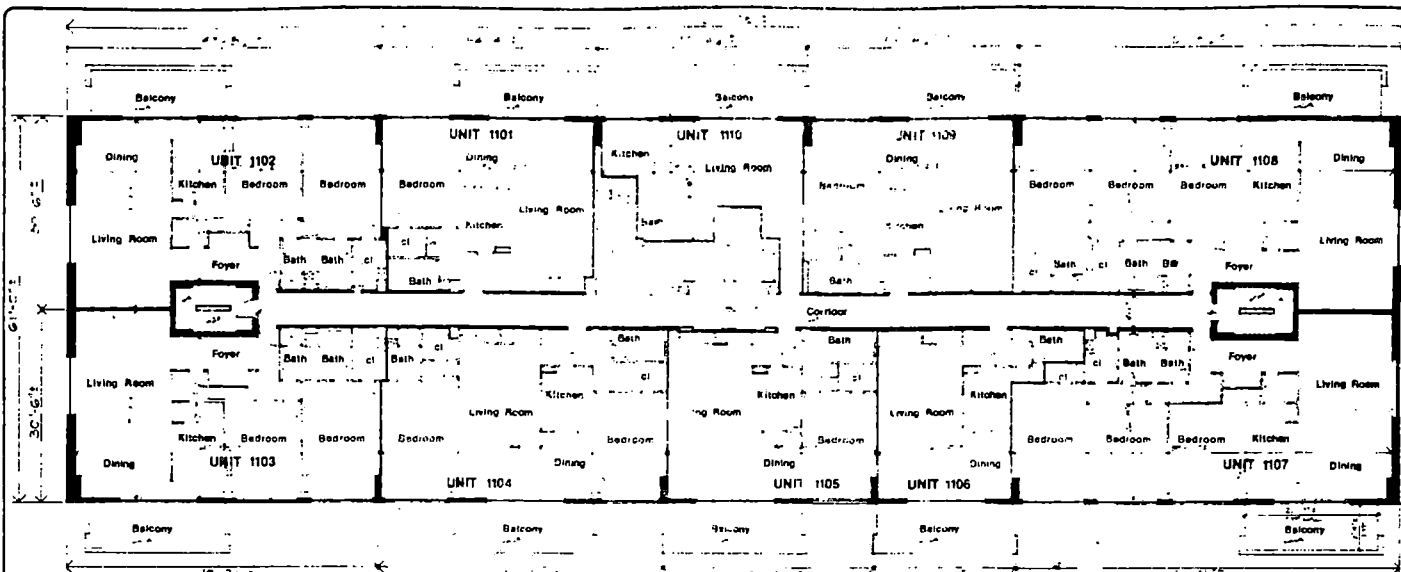


6TH FLOOR PLAN

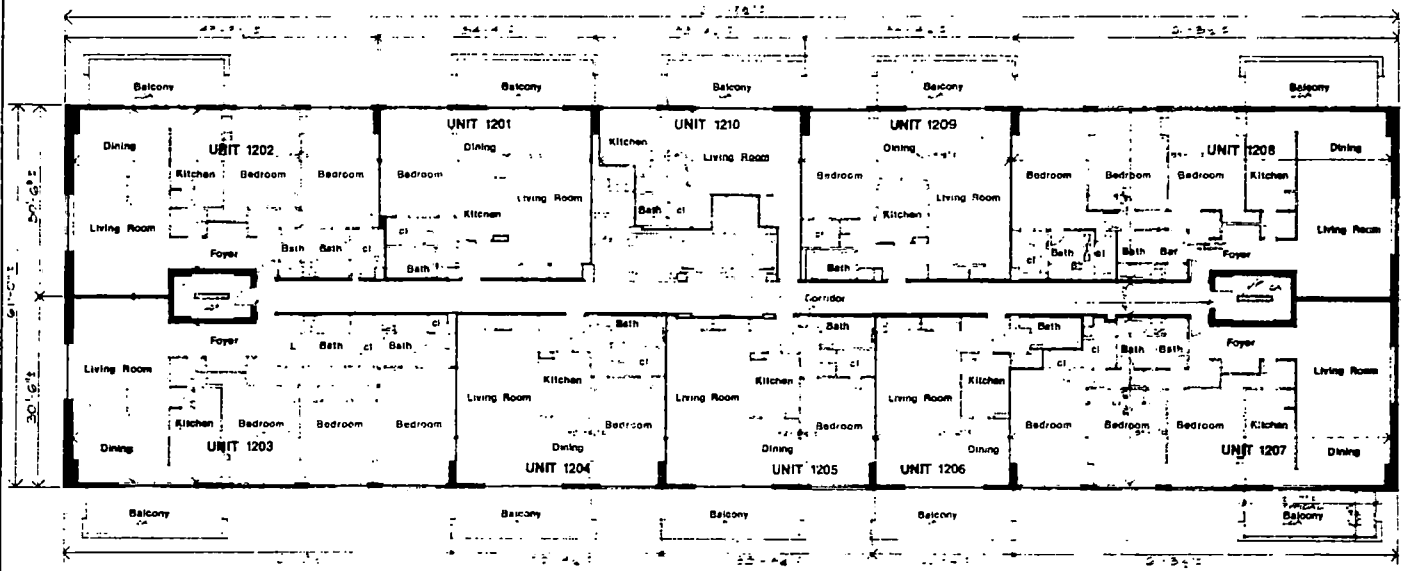


5TH FLOOR PLAN

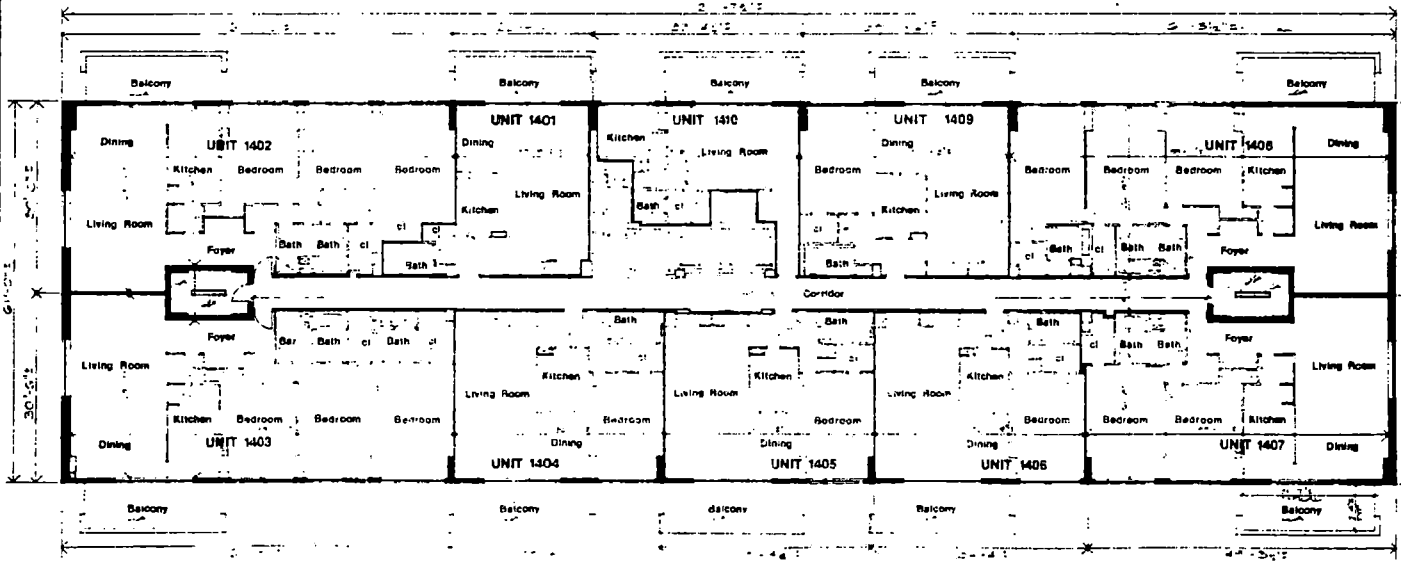




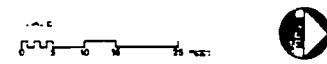
11 TH FLOOR PLAN



12 TH FLOOR PLAN



14 TH FLOOR PLAN

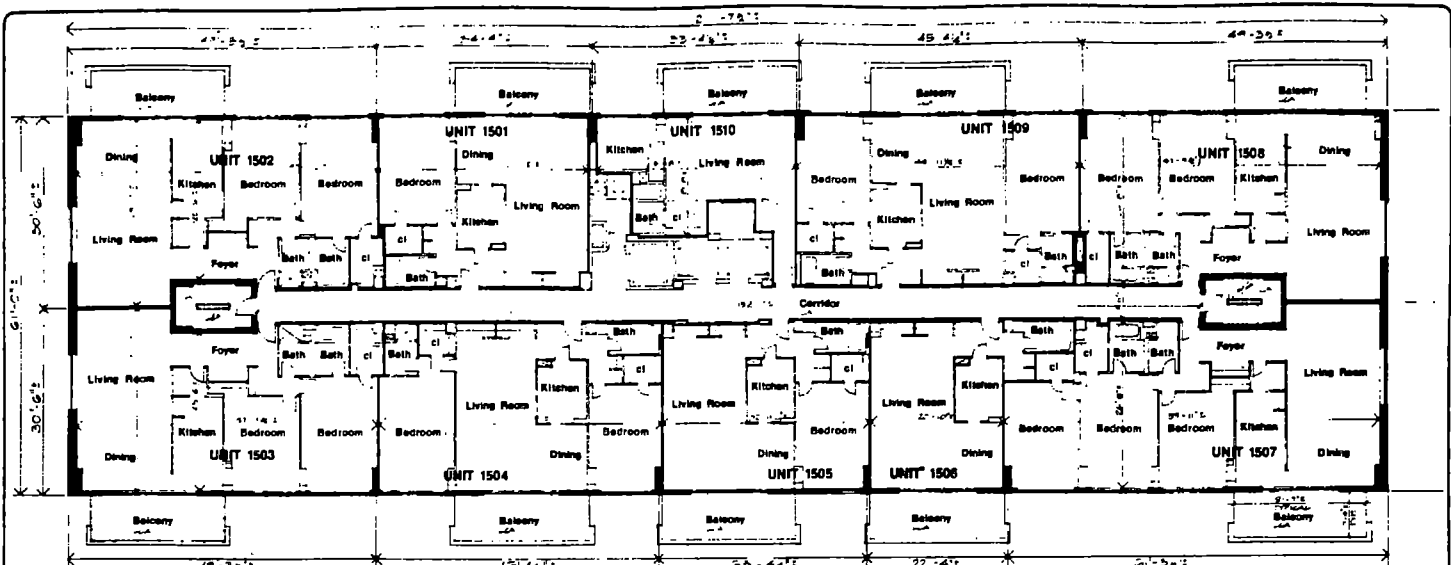


DATE: 01/10/10
 DRAWING NO.: 100-100-01
 EXHIBIT C
 SHEET NO. 6 of 10

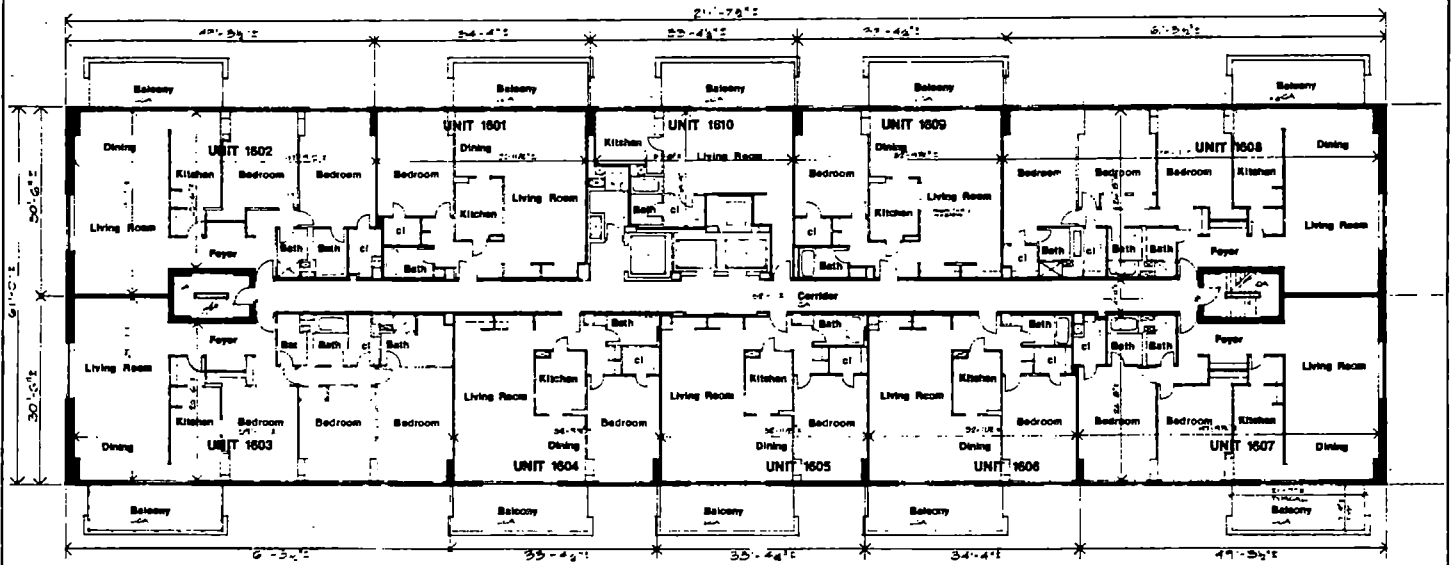
MADISON HOUSE
CONDOMINIUMS
 MADISON ROAD
 CINCINNATI, OHIO 45219

PDT • CO. ARCHITECTS/PLANNERS

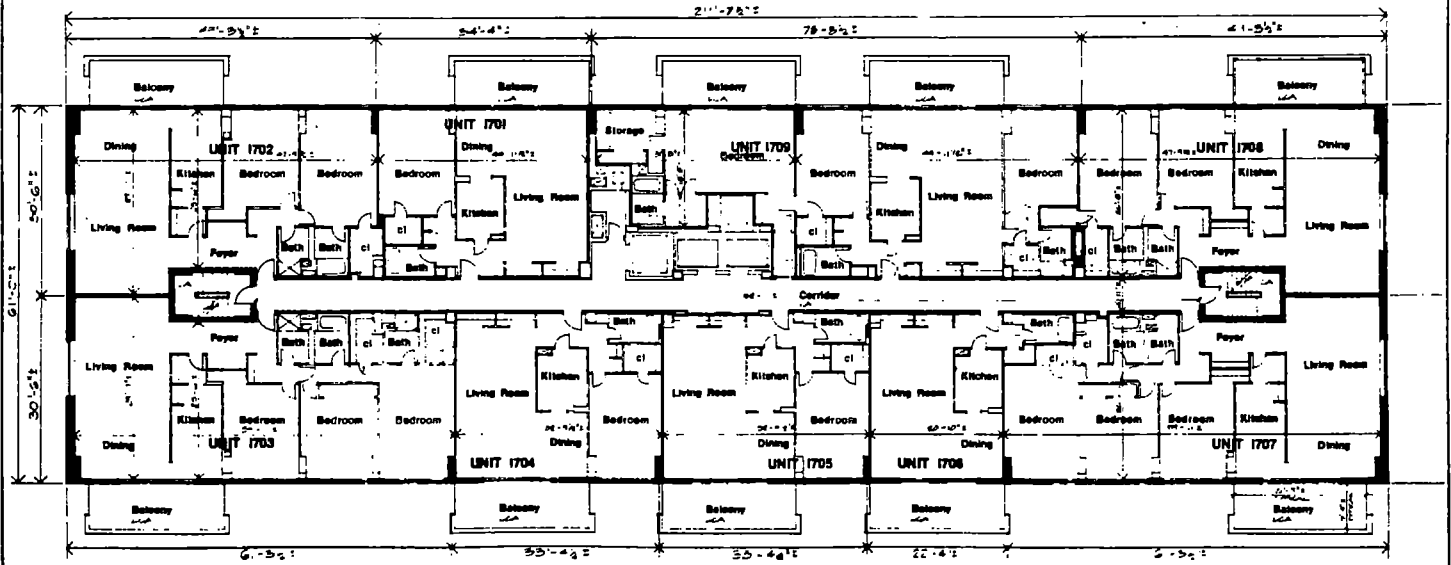
THIS DOCUMENT IS THE PROPERTY OF PDT • CO. ARCHITECTS/PLANNERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PDT • CO. ARCHITECTS/PLANNERS.



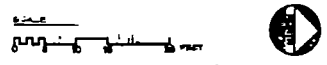
15TH FLOOR PLAN



16TH FLOOR PLAN



17TH FLOOR PLAN



MADISON HOUSE CONDOMINIUMS
MADISON ROAD CINCINNATI, OHIO 45219

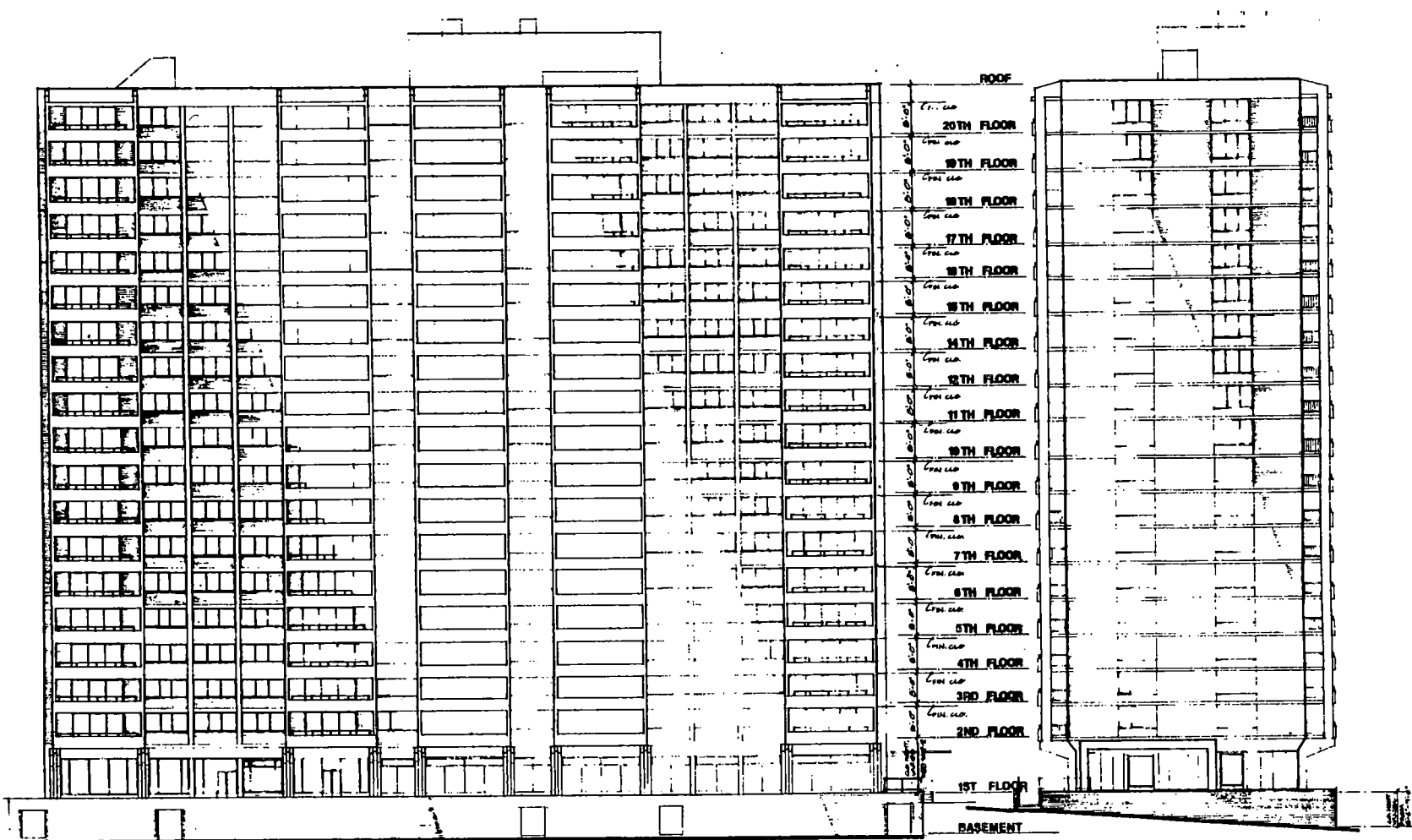
POT + CO. ARCHITECTS/PLANNERS
100 MONTGOMERY ROAD CINCINNATI OHIO 45219

DRAMA CERTIFICATION
THE ARCHITECTS AND PLANNERS CERTIFY THAT THIS DRAWING DOES NOT MATERIALLY SHOW THE BUILDING AS CONSTRUCTED.

James A. Pot
DATE: 04/22/1990

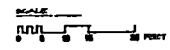
John A. Pot
DATE: 04/22/1990

7 of 10



WEST ELEVATION

NORTH ELEVATION



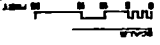
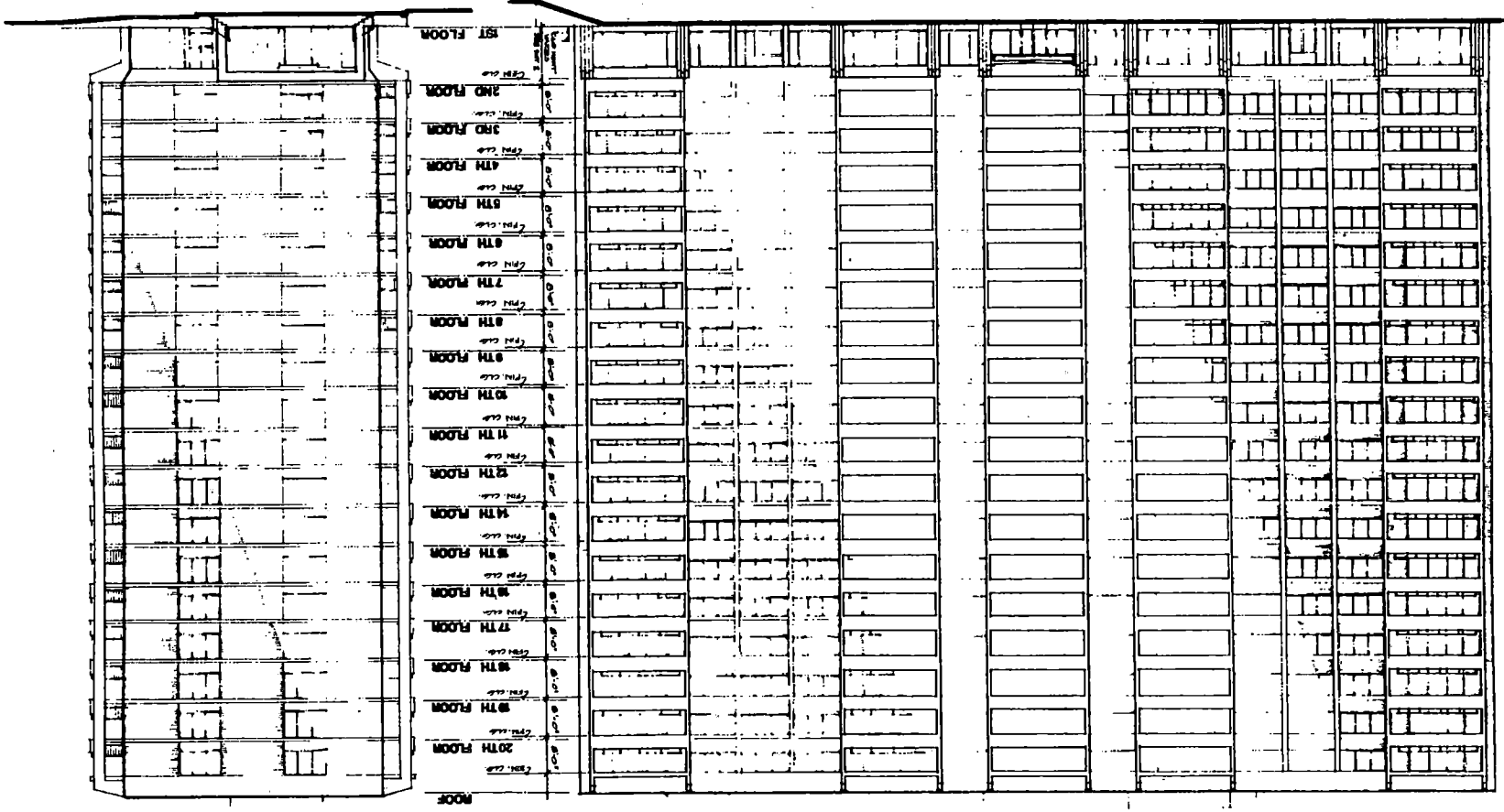
DRAWING SPECIFICATION:
 THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS DRAWING
 WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION
 AND THAT I AM A LICENSED ARCHITECT IN THE STATE OF CALIFORNIA.
 DATE: 10/10/87
 SIGNATURE: [Signature]
 JOHN DAVENPORT REGISTERED ARCHITECT NO. 10717

FOR INFORMATION AND RECORD ONLY SEE SHEET
PTT • CO. ARCHITECTS/PLANNERS
 1000 MARKET STREET, SUITE 1000
 SAN FRANCISCO, CALIFORNIA 94102
 TEL: 415.398.1100
 FAX: 415.398.1101

**MADISON HOUSE
 CONDOMINIUMS**
 UNIT 1000
 CONDOMINIUM PLAN

EAST ELEVATION

SOUTH ELEVATION



**MADISON HOUSE
CONDOMINIUMS**



PRT & CO. ARCHITECTS/PLANNERS

REMARKS: EXHIBITION.
THIS DOCUMENT IS THE PROPERTY OF PRT & CO. ARCHITECTS/PLANNERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED. ANY OTHER USE WITHOUT THE WRITTEN PERMISSION OF PRT & CO. ARCHITECTS/PLANNERS IS PROHIBITED.
DATE: 12/11/2007