

THE MADISON HOUSE CONDOMINIUMS

RULES AND REGULATIONS

Table of Contents:

Introduction	i
Disclaimerii
Security & Doormen	1
Unit Remodeling	1
Personal Property	2
Pets	2
Lobby	2
Elevators	3
Hallways	3
Laundry Room	3
Waste Disposal	3
Carts	4
Luggage Racks	4
Waterbeds	4
Unit Electrical Maintenance	4
Hospitality Room	4
Pool Use	5
Membership Rates	6
Guest Rates	6
Pool House	6
Cincinnati/Hamilton County Regulations	6

ACKNOWLEDGEMENT/RECEIPT

_____, Ohio

_____, 1980

_____, as the agent of Seller, does hereby
acknowledge receipt of _____ (\$
DOLLARS as above stated and does hereby approve, consent and agree to all terms and
conditions relating to the holding of the earnest money deposit as provided in the
foregoing Offer.

WITNESSES:

BROKER:

By: _____

THE MADISON HOUSE CONDOMINIUMS

RULES AND REGULATIONS

HOUSE RULES

INTRODUCTION

The following rules, regulations, and community policies have been prepared, approved and implemented to insure the comfort and security of all residents, their guests and to preserve the physical quality of the building.

All residents are expected to adhere to all policies in force for the community whether contained within the Declaration and Association By-Laws, or within the house rules unless specific exemption or exception is obtained, or issued, from the Board of Managers in writing. Repeated violations of any rule or regulation will result in appropriate action being taken by the Board of Managers.

DISCLAIMER

The Madison House Condominium Association, the Board of Managers, its Managing Agent, and building personnel assume no responsibility for any personal loss or injury.

SECURITY AND DOORMEN

Resident, management and building personnel, all are responsible for security. Residents should know the duties of the doormen and security guards and should follow all safety precautions themselves.

1. The doorman's station shall remain attended at all times.
2. The entry of any non-resident must be approved by a resident via the intercom.
3. Any delivery person shall sign his name, purpose, arrival and departure times in a log maintained by the doorman.
4. Parking in the circle shall be limited to 15 minutes or less.
5. The doorman and/or security guard should be notified immediately of any suspicious persons or activities.
6. When residents plan to be away for some period of time, the management office should be informed.
7. All building doors must be closed firmly at all times; this includes the north service door, the garage pedestrian door between the garage and the common area.
8. Residents giving large parties should furnish the doorman with a guest list.

UNIT REMODELING

1. All plans for remodeling must be submitted in advance to management for approval by the Board of Managers; this includes any changes to plumbing or electrical systems.
2. The installation of any appliances must be approved in advance by the Board of Managers; all such systems must be professionally installed.
3. Installation of portable or permanent washers and/or dryers is specifically prohibited.
4. Approved remodeling/construction work is permitted between the hours of 8:00 a.m. and 4:00 p.m. weekdays. The management office must be notified of proposed construction dates.
5. Owners shall obtain from contractors a Certificate of Insurance to be submitted to the management office with an Architectural Control Request Form pending Board approval prior to any and all remodeling.

6. Installation of wood or tile floorings must include a separate underlayment of sound absorbent material approved by the Board of Managers.
7. Removal of construction debris, carpeting or flooring from the building premises is the responsibility of the owner. Owners will be charged for any extra cleaning of the common areas and for any additional scavenger expenses necessitated by such remodeling clean up.
8. Dead bolt locks may be installed. Dead bolt locks must be keyed to management master key system so that access can be obtained in the event of an emergency. (Access will be limited to the manager, maintenance foreman and the chief of security).

PERSONAL PROPERTY

Residents are responsible for their own personal property both in their respective units and in any common area. Residents are advised to insure their own personal property.

PETS

No animals shall be raised, bred or kept in any unit except for small birds and tropical fish owned as household pets by a unit owner, provided that the said pet is not kept for any commercial purpose, and provided that the said pet shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that said pet shall not in the judgment of the Board constitute a nuisance to others.

LOBBY

1. Pets are not permitted.
2. Drinking and eating are prohibited.
3. Personal property may not be transported through the lobby. They must be taken through the service entrance or garage pedestrian door.
4. No signs are permitted.

ELEVATORS

1. City ordinance prohibits smoking.
2. Posters, notices, ads and signs are not permitted.
3. Deliveries are to be made via the service elevator.
4. Personal property must be transported in the service elevator.
5. For their safety, children unable to reach the emergency button should not ride the elevators unescorted.

HALLWAYS

1. City of Cincinnati Fire Department regulations prohibit placement of furniture, art objects, bicycles, carts, doormats, goulashes and other personal property in hallways or stairwells.
2. Public corridors and stairwells shall not be blocked.
3. No decorative articles or other fixtures are permitted on doors or corridor walls without written approval by the Board of Managers.
4. Hallways are not to be used as play areas.

LAUNDRY ROOM

Hours: twenty-four (24) hours a day.

1. Washers and dryers should be emptied and all residue removed as soon as the cycle is completed.
2. Malfunction of machines should be reported immediately to the management office.
3. Posters, signs, or other materials are not permitted except on the bulletin board provided for such items.

WASTE DISPOSAL

All garbage must be wrapped or placed in bags prior to placing in the garbage chute. Items which present fire hazards or would inter-

Items that interfere with the operation of the compactor (mop or broom handles, hangers, flammable materials, sharp and oversized objects) should be placed on the floor near the chute and the management office should be notified for pick-up.

CARTS

Carts stored in the basement for the use of all residents should be returned immediately after use to the basement via the service elevator.

LUGGAGE RACKS

Metal carts are available from the doorman and must be returned to him via the service elevator immediately after use.

WATERBEDS

Unconventional beds, such as water beds, gel beds, or the like, are prohibited.

UNIT ELECTRICAL MAINTENANCE

1. Residents are responsible for proper maintenance of all electrical equipment within their units.
2. Electrical circuits should not be overloaded.

THE HOSPITALITY/PARTY ROOM

1. The hospitality/party room will be available from 8:30 a.m. to 1:30 a.m.
2. The hospitality/party room is to be used only for private social functions of residents and Association activities; any function involving fund raising or admission fees must be specifically approved by the Board of Directors.
3. The management office will handle all reservations, deposits, scheduling and billing.
4. In addition, a refundable deposit of \$40.00 is required for all reservations.

5. The rental agreement, containing the inspection report and all of the house rules governing the use of the hospitality/party room must be signed by each user prior to receipt of the key.
6. Use of the hospitality/party room is limited to 90 people.
7. Functions held in the hospitality/party room may not be advertised to the general public without written approval by the Board of Managers.
8. Deliveries to and from the hospitality/party room must be made via the service elevator.
9. Decorations may not be affixed to the walls or ceilings.
10. The use of live music must be approved in advance by the Board of Managers.
11. The resident reserving the hospitality/party room must be present during its use and is responsible for the actions of the guests.
12. The hospitality/party room must be cleaned and restored to its original condition by 4:30 p.m. after afternoon parties, and by 8:00 a.m. after evening parties. If this is not done, the room will be restored automatically by the building personnel at the full expense of the resident.
13. Residents will be responsible for all repair, replacement or floor finish made necessary by his use of the hospitality/party room.

POOL USE

1. Pool membership is limited to Madison House residents and their families if living in the same unit.
2. To obtain additional passes, residents must register at the management office.
3. Each member, or guest accompanying a resident, must show a guest pass to the lifeguard.
4. Membership privileges will be revoked from anyone who consistently violates the pool rules.
5. Guest passes are available at the management office during normal business hours, Monday through Saturday.

POOL HOURS

10:00 a.m. to 10:00 p.m.

Children under 12 are not permitted after 8:00 p.m.

POOL AND POOL AREA: Cincinnati/Hamilton County Regulations

The following rules are contained in the Cincinnati/Hamilton County regulations and are enforced by the Department of Public Health.

1. Food is prohibited.
2. All persons with long hair should wear caps while in the pool.
3. Ball playing and running are not permitted.
4. No glass or metal objects are permitted.
5. Diving in shallow water is not permitted.
6. No person may enter the pool area to swim alone.

POOL AND POOL AREA HOUSE RULES

1. Footwear, robes or other appropriate apparel must be worn between apartment and pool.
2. All persons in wet bathing attire must use the service elevator.
3. Earphones must be used with radios or other sound equipment; only battery operated equipment is permitted.
4. Smokers must use containers provided for ashes and butts.
5. Lounge chairs must not be reserved.
6. No furniture is to be removed.
7. Children under 12 must be accompanied by an adult at all times.
8. No toys or rafts are permitted in the pool.
9. No infants are allowed in the pool unless diapered and wearing rubber pants.
10. Periods of adult swim may be called by the lifeguard. When this occurs, all children under 12 must leave the pool for 15 minutes.
11. Only swimming attire may be worn in the pool.
12. The pool may not be reserved for private parties.

THE MADISON HOUSE CONDOMINIUM

WAIVER OF OPTION TO PURCHASE

The undersigned ("Tenant"), a tenant in The Madison House Condominium ("The Madison House"), acknowledges the option to purchase an interest in The Madison House ("Option") granted to Tenant by Auto-Vehicle Parts Co. ("Developer") pursuant to the provisions of Section 5311.25(G) of the Ohio Revised Code and described in the Developer's Notice to Tenant dated March 1, 1980.

In consideration of Developer's return to Tenant of the security deposit made by Tenant under the provisions of the lease agreement between Developer and Tenant, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Tenant hereby waives, releases, revokes, disclaims and relinquishes so much of his right and interest in the Option only to the extent that such Option applies to and would permit the purchase of the condominium unit presently occupied by Tenant ("Unit"). As to Tenant's right to purchase an interest in The Madison House, other than the said Unit, the Option shall remain in full force and effect for the remainder of the original 90-day option period.

This Waiver is intended to and shall, upon execution hereof, terminate Tenant's Option to purchase the Unit. Developer shall have the right to sell said Unit to any party, subject only to Tenant's right of possession. In the event Tenant should, subsequent to the execution of this Waiver, offer to purchase said Unit, the Developer shall have the right to evaluate such offer and to accept or reject such offer without consideration of or to Tenant's Option waived hereby.

Dated: _____

Signed in the presence of:

1 Ind. 9th Ser. Bk. ~~122~~ 122

AMENDMENT NO. 1
TO THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE MADISON HOUSE CONDOMINIUM.

AM: 50

Prepared by:

George Raymond Drew
Drew, Ward & Brigham Co., L.P.A.
2400 Central Trust Tower
Cincinnati, Ohio

COUNTY OF HAMILTON
AUDITOR'S OFFICE

This will certify that copies of AMENDMENT NO. 1 TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE MADISON HOUSE CONDOMINIUM have been filed in the office of the County Auditor, Hamilton County.

Admitted & Compliance Sec. 119.201 R.C. Conveyances is
exempt from fee under Sec. 319.44(F)3.

JOS. L. DE COURCY, JR., AUDITOR
HAMILTON COUNTY, OHIO

Date: July 15, 1970

By Deane G. Johnson

Auditor's Office

APPEAR NOT NECESSARY
JOS. L. DE COURCY, JR.
COUNTY AUDITOR

AMENDMENT NO. 1
TO THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
THE MADISON HOUSE CONDOMINIUM

This Amendment is made and entered into this 7th day of July, 1980, for the purpose of making the following corrections and additions, pursuant to the reservation of the right to make changes in Declaration of Condominium Ownership, under Article X, paragraphs 10.5 and 10.6 thereof:

1. To correct a clerical or typographical error, the Unit shown as Unit 301 on Exhibit C, page 3 of 10, of said Declaration, which is recorded in Deed Book 4184 at page 218, should be shown as Common Area replacing the same designation on Unit 201 (above Unit 204 and immediately to the right of Unit 202, at the top of said page. Hereafter Unit 201 will be designated as Unit 201 and not designated as Common Area and Unit 301 will be designated as Common Area. Both Units 201 and 301 are exactly the same size, configuration and location, located in the same relative position but on different floors, and the substitution of Unit 201 for Unit 301 in no way alters any owner's percentage of interest in the Common Areas and facilities or adversely affects any Unit owner's rights. Unit 210 (above Unit 206 and between Units 201 and 209, at the top of the page recorded in Deed Book 4184 at page 218) shall continue to be designated Common Area. The substitution of Unit 201 for Unit 301 also is required on page 6 of the Declaration, recorded in Deed Book 4184 at page 149 where Unit 201 is added at the top of the Unit Number list shown thereon, together with .44, percentage of interest and 867, square footage and on page 7 thereof recorded in Deed Book 4184 at page 150 where Unit 301 is deleted together with .44, percentage of interest and 867, square footage. The substitution of Unit 301 for Unit 201 on pages 2 and 5 of the Declaration, recorded in Deed Book 4184 at pages 145 and 148, also is required.

2. To correct a clerical or typographical error and to clarify Declarant's original intent, Article 1, paragraph 1.3.6.2, of said Declaration, which is recorded in Deed Book 4184 at page 155 is amended and the first sentence thereof is rewritten as follows: "Except as otherwise provided herein, management, maintenance, repair, alteration and improvement of the Common Areas and facilities, as well as the provision of reasonable amounts of heating and air-conditioning to the Units herein, shall be the responsibility of the Association."

3. To correct a clerical or typographical error and to clarify Declarant's original intent, Exhibit B, page 11, of said Declaration, which is recorded in Deed Book 4184 at page 200 should include the following: "4.1.1.1 Heating and Air-Conditioning. Provisions of reasonable amounts of heat and air-conditioning to the Common Areas and facilities and the Units herein.

IN WITNESS WHEREOF, the Declarant, acting as the Declarant, as a Unit Owner and as Attorney-in-fact for all Unit Owners

and their mortgagees, has caused the execution of this instrument this 7th day of July, 1980.

Signed and acknowledged in the presence of:

Ann E. Bennett

Auto-Vehicle Parts Co.

By John T. Collopy, President

STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 7th day of July, 1980, by John T. Collopy, President of Auto-Vehicle Parts Co., a Kentucky corporation, on behalf of the corporation.

George Raymond Drew
Notary Public, State of Ohio

GEORGE RAYMOND DREW, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration date. Section 147.09 R. C.

JUL 16 8:44