

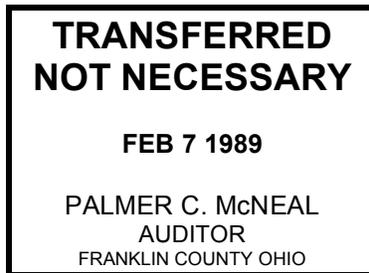
SECOND AMENDED DECLARATION
AND
AMENDED BYLAWS
OF THE PLAN FOR CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
ARLINGVILLE CONDOMINIUM

CERTIFICATE OF AUDITOR

Feb 7th, 1989

This is to certify that copies of this Second Amended Declaration and Amended Bylaws for Arlingville Condominium have been filed this date with the Auditor of Franklin County, Ohio.

Palmer C McNeal /s/ .
Auditor, Franklin County, Ohio



(Recorder's Time Stamp)

TIME 12:45P

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This instrument prepared by William L. Loveland, attorney at law, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215.

Transcribed for readability September, 2009, by Daniel R. Priedeman, President of the Arlingville Condominium Association. Pagination is slightly different from the original document. Should there be any apparent typographical errors here or differences between this document and the version on file at the County Recorder's Office, the version at the Recorder's Office shall prevail.

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SECOND AMENDED DECLARATION

This is an amended enabling declaration, “the Second Amended Declaration”, of Arlingville Condominium made on or as of the 16th . day of November, 1988, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. Arlingville Condominium is a condominium created under Ohio’s condominium law pursuant to the filing of a declaration of condominium and attached bylaws, recorded in Deed Book 3720 at page 725 et seq., and an amendment to that declaration and to those bylaws recorded in Deed Book 3766, at page 83, et seq., and as shown on the drawings thereof, recorded in Condominium Plat Book 24, at page 655, et seq., and additional drawings recorded in Condominium Plat Book 4, at page 921, et seq., all of the records of the Recorder of Franklin County, Ohio.

B. The owners of Units in the Condominium constituting owners exercising no less than seventy-five percent (75%) of the voting power of all Unit owners in the Condominium, under the terms of the original amended enabling declaration, bylaws and amendments thereto, desire to and are lawfully entitled to amend the enabling declaration and those bylaws, and the amendments thereto, as set forth herein.

C. The undersigned, the President and Secretary of Arlingville Condominium Unit Owners Association, are duly authorized, empowered, and directed, by Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners in the Condominium, to execute and file this Second Amended Declaration and the amended bylaws attached hereto (“the Amended Bylaws”), and hereby supersede, in their entirety, the previously described declaration and amended declaration and bylaws.

D. This Second Amended Declaration and the Amended Bylaws attached hereto do not, in anyway, enlarge, diminish, or change the Common Areas of the Condominium (except, perhaps, for recognizing certain physical changes and additions completed prior to the date hereof), nor does it change the Unit designation of any Unit, nor is any change made in the drawings for the Condominium, which drawings, as amended, shall remain unaffected by the adoption of these amended documents, and shall continue in full force and effect.

Definitions

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. “Amended Bylaws” means the amended bylaws of the Association attached hereto, created under and pursuant to the provisions of the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio’s non-profit corporation statutory act). A true copy of the Amended Bylaws is attached hereto and made a part hereof.

2. "Drawings" means the drawings for the Condominium, as defined in the condominium law, and means the amended drawings recorded in the Condominium Plat Book 4, at pages 655 et seq., and in the Condominium Plat Book 4, pages 921 et seq., records of the Recorder of Franklin County, Ohio.

3. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Arlingville Condominium Unit Owners Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio.

4. "Association" and "Arlingville Condominium Unit Owners Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium pursuant to the provisions of the Condominium act.

5. "Board" and "Board of Managers" mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium pursuant to the provisions of the Condominium Act.

6. "Common Areas" means all of the Condominium Property except that portion thereof described in this Second Amended Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium pursuant to the provisions of the Condominium Act.

7. "Condominium and "Arlingville Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

8. "Condominium Act" mean the statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

9. "Condominium documents" means this Second Amended Declaration, the Amended Bylaws, the Amended Drawings, and the Articles, as the same may hereafter be amended from time to time.

10. "Condominium Property" means all the real property described in Article I hereof, and all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

11. "Eligible holder of a first mortgage lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Units or Units subject to its mortgage.

12. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupant of that Unit or Units, either in this Second Amended Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the provisions of the Condominium Act.

13. "Manager" and "Managers" mean that person or those persons serving, at the time pertinent, in the capacity of a member of the board of managers of the Association, as defined in the Condominium Act.

14. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit owner.

15. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

16. "Second Amended Declaration" means this document, which replaces the previous declaration, and amendments thereto.

17. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Second Amended Declaration, and is that portion of the Condominium constituting a "Unit" or "Units" of the Condominium under the provisions of the Condominium Act.

18. "Unit owner" and "Unit owners" mean that person or those persons owning a fee simple interest in a Unit or Units, each of whom is also a member of the Association, as defined in Ohio's non-profit corporation statutory act.

The Amended Plan

NOW, THEREFORE, the undersigned hereby certify that they are the duly appointed and acting President and Secretary of the Association, and that Unit owners of the Association exercising not less than seventy-five percent (75%) of the voting power of Unit owners, at a duly constituted meeting, declare the previously described enabling declaration and bylaws and amendments thereto superseded and void, and thereby make, adopt and establish the following Amended Declaration and the attached Amended Bylaws:

ARTICLE I – THE CONDOMINIUM PROPERTY

The property subject to this Second Amended Declaration consists of all of the property presently a part of the Condominium including all of the Units and the respective undivided interest of all of those Units in the Condominium. A listing of all of the Units encompassed within the Condominium, by Unit designation, is attached and marked "Exhibit A".

ARTICLE II – NAME

The name by which the Condominium shall be known is "Arlingville Condominium".

ARTICLE III – PURPOSES; RESTRICTIONS

Section 1. Purposes

The purposes of the Condominium were and are to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to establish a Unit owners' association to administer the Condominium; to provide for the preservation of the

values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions

The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

(a) Unit Uses

Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used a group home, commercial foster home, fraternity or sorority house, boarding house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping person business or professional records or account, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or conducting correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

(b) Common Areas Uses

The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purpose for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Area shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants.

(c) Limited Common Area Uses

Those portions of the Common Areas described herein and shown on the drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, as specified in this Declaration.

(d) Visible Areas

Except as hereinafter specifically provided with respect to a sale or rental sign, nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, screen doors (other than a model approved by the Board), satellite dishes or receivers, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a deck or patio, unless heretofore or hereafter authorized by the Board, or unless already existing at the time the Condominium was originally created.

(e) Offensive Activities and Prohibited Activities

No noxious or offensive activity shall be carried on at any Unit, or upon the Common or Limited Common Areas, nor shall any be used in any way or for any purpose which may

endanger the health of or unreasonably disturb any occupant. Except as otherwise specifically provided herein, no industry, business, trade, occupation or profession of any kind (commercial, religious, recreational, educational, or otherwise), shall be conducted, maintained, or permitted on any part of the Condominium Property.

(f) Vehicles

The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, inoperable vehicles, trucks, boats, trailers and recreational vehicles on the Common Areas, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing

No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than one hundred eighty (180) days; (ii) rental under which occupants are provided customary hotel services, the furnishing or laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to promptly with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease that will give the Board the power to compel the Unit owner/landlord to evict the tenant. Prior to commencement of the term of a lease the Unit owner shall provide the Board with a copy of each lease and shall notify the Board, in writing, the name or names of then tenant or tenants and the time during which the lease term shall be in effect.

(h) Signs

No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of Common Areas, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent.

(i) Replacements

Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

(j) Structural Integrity

Nothing shall be done to any Unit, or in, on or to the Common or Limited Common Areas, which may impair the structural integrity of any improvement.

(k) Construction in Easements

No structure, planting or other materials shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The util-

ity facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals

Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Areas except on a leash (no longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(m) Conveyances

Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Area shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or instrument of conveyance or encumbrance. Pursuant to the provisions of the Condominium Act, it shall be sufficient to lawfully describe a Unit and its interest in the Common Areas by utilizing the following description:

Situated in the City of Upper Arlington, Franklin County, Ohio, and described as follows:

Being Building [insert building number], Unit [insert Unit letter], of Arlingtonville Condominium, as the same is numbered and delineated in the Second Amended Declaration thereof, of record in Official Record Volume ___, at page ___, et seq., and the Drawings thereof, and an amendment thereto, which Drawings and the amendments, respectively, are recorded in Condominium Plat Book 4, at page 655, et seq., and Condominium Plat Book 4, at page 921, et seq., all of the records of the Recorder of Franklin County, Ohio. [The blanks, above, will contain the recording reference to this Second Amended Declaration, Exhibit A.]

No legal description need identify the phase by which a Unit became part of the Condominium.

The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's unit has been transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(n) Discrimination

No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another.

(o) Architectural Control

No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness and as to harmony of design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and those provisions will be deemed to have been fully complied with.

(p) Rules and Regulations

In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations concerning use of the Condominium Property, or any part thereof, as it deems desirable to promote harmony, to serve the best interests of the Unit owners, as a whole, and to protect and preserve the nature of the Condominium. A copy of all rules and regulations shall be furnished by the Board to the owners of each Unit prior to the time when the same shall become effective.

(q) Disputes Between Owners

In the event of any dispute between Unit owners as to the application of the foregoing restrictions or any rule or regulation promulgated pursuant thereto, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof, no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party with thirty (30) days thereafter. No action of any type may be instituted by either party to such dispute unless the dispute has first been submitted and determined by the Board, as aforesaid.

ARTICLE IV – IMPROVEMENT DESCRIPTIONS

Section 1. Residential Buildings

There are ten (10) residential buildings a part of the Condominium, containing a total of twenty (20) single-family dwelling units. The residential buildings vary in size and in floor plan, and each contains two single-family dwelling units. Each residential building is designated by a building number from one to ten (10) and each Unit within a building is designated by a letter, A or B, on the Drawings as amended.

The principal materials of which these residential buildings are constructed are stone, wood, glass, brick, brick veneer facings, concrete, concrete block and drywall, with the exterior walls consisting of brick veneer, wood, stone and siding, and the exterior roofs being asphalt shingles over wood construction.

Section 2. Other

In addition to the residential buildings, the Condominium contains green and open areas, walks, driveways, fences, and other such exterior improvements, all of which are Common Areas. There are no recreational facilities as part of the Condominium.

ARTICLE V – UNITS

Section 1. Unit Descriptions

Each of the twenty (20) dwelling units, each of which is called a “Unit”, is designated by a building number from one to ten and by a letter, A or B. An illustration of a proper Unit designated is “Building 1, Unit A”. The location and designation of each Unit, is shown on the Drawings, as amended. Information concerning the Units, with a listing of proper Unit designations, is shown on the attached “Exhibit A”, which also shows the numerical address of each Unit.

Section 2. Composition of Units

(a) Unit Composition

Each Unit consists of the space in the building designated by that Unit’s designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the lowest level (which would be the basement, in the case of those Units having one), and the unfinished interior surface of the ceiling of the highest level, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosures of space, and all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

- (1) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing materials applied to floors, ceilings, and interior and perimeter walls, carpet, and also the floors and ceilings themselves, and the drywall, paneling and other finishing material attached to the structural part of the perimeter walls;
- (2) all windows, screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;
- (3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air-conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any;
- (4) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit;

(5) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;

(6) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; and

(7) the attic space or storage space above the Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access;

excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

(1) any supporting element of the building contained in interior walls; and

(2) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires and ducts and conduits which serve any other Unit.

(b) Unit Sizes, Locations and Components

The drawings, as amended, show the size and composition of each Unit, as well as the location of each Unit. Each Unit has direct access to a Common Area appurtenant to that Unit which leads directly to Sandringham Drive, a dedicated public street.

ARTICLE VI – COMMON AND LIMITED COMMON AREAS

Section 1. Common Area - Description

All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Amended Drawings as a part of a Unit, are Common Areas.

Section 2. Limited Common Areas - Description

The Limited Common Areas with respect to each Unit consist of:

(a) All glass and screens within windows and doors located within the perimeter walls of a Unit;

(b) All ducts, plumbing, electrical wires, conduits and other fixtures, located within the bounds of a Unit which serve that Unit and other Units;

(c) All gas, water, sewer and other utility or service lines, pipes, wires and conduits located within the bounds of a Unit which serve that Unit and other Units;

(d) Patios, decks, stoops, stairs and stairways and other appurtenant improvements which serve only a particular Unit;

(e) The areas of land adjacent to a particular Unit, which serve that Unit, and designated as Limited Common appurtenant to that Unit on the drawings; and

(f) All other Common Areas which serve only a particular Unit.

Section 3. Undivided Interest

The undivided interest in the Common Areas of each Unit is shown on the attached Exhibit A. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common areas of a Unit shall not be separated from the Unit to which it appertains.

ARTICLE VII – UNIT OWNERS ASSOCIATION

Section 1. Establishment of Association

The Association has been formed to be and to serve as the Unit owners' association of the Condominium.

Section 2. Membership

Membership in the Unit Owners Association shall be limited to the Unit owners, and every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights

Each Unit owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the rights of a member to vote with respect to his, her, or its Unit, for failure to pay assessments when due or failure to observe other of the terms hereof, the Amended Bylaws, or rules and regulations of the Association, pursuant to rules and regulations duly adopted by the Board from time to time.

Section 4. Board of Managers

The Board of Managers presently consists of five members. From and after the first annual meeting of members hereafter, the qualifications of Managers, the number of Managers, the manner of their election, and their terms shall be provided in the Amended Bylaws.

Section 5. Authority

The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium documents, or the Condominium Act, that are not specifically reserved to Unit owners.

Section 6. Delegation of Authority; Professional Management

The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable for either party, without penalty, on ninety

(90) days' written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing.

ARTICLE VIII – AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business which is Franklin County, Ohio, where the Condominium is situated is:

William L. Loveland
Loveland and Brosius
50 West Broad Street
Columbus Ohio 43215

*Superseded 10 August 2007 by
Wayne W. Rickert
Rickert Property Management, Inc.
1695 Old Henderson Rd
Columbus Ohio 43220
614-538-1717*

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be person to receive service of process for the Association.

ARTICLE IX – MAINTENANCE AND REPAIR

Section 1. Association Responsibility

The Association, to the extent funds are available for the same, shall maintain, repair, and replace all improvements constituting a part of the Common and Limited Common Areas, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Areas or Limited Common Areas and that do not constitute part of a Unit; provided that the Association shall not be responsible for the repair and replacement of improvements within walled patios, nor for the cleaning, care and maintenance of improvements in those patios, or the patio areas themselves. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements, the repair of which is its responsibility.

Section 2. Individual Responsibility

Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, and perform cleaning, housekeeping, and repair and maintenance with respect to enclosed patio areas and the improvements therein. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs and the hardware therefor, repair and maintenance of the interior of deck, patio and wooden balcony fences, railings and gates, if any, and maintenance, repair or replacement of patio pads, if any. In addition, for the adequate lighting of the Condominium each Unit owner and occupant shall cause the lights on each front porch and over each garage to be lighted from dusk to dawn each night. In the event a Unit owner shall fail to make a repair or perform maintenance required of that Unit owner, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit owner or occupant, or is as a result of the failure of any Unit owner or his, her or its

predecessors in title to timely pursue to conclusion a claim under any warranty, expressed, implied, or imposed by law, the Association may perform the same and if the cost of such repair or maintenance is not covered by insurance, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X – UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, and to reimburse the Association for that owner's Unit's share of any utility cost that the Board reasonably determines is attributable to use by that owner's Unit. All other utility costs shall be common expenses and paid by the Association.

ARTICLE XI – INSURANCE; LOSSES; BONDS

Section 1. Fire and Extended Coverage Insurance

The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or any time hereafter constituting a part of the Common Areas, the Limited Common Areas, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage) as determined from time to time by the insurer. This insurance:

- (a) shall provide coverage for built-in or installed improvements, fixtures and equipment that are originally installed as part of the Unit, and shall provide for coverage of interior walls, windows and doors the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;
- (b) shall have an agreed amount and inflation guard endorsement, when that can be obtained, construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of building even when only part of the Condominium Property is destroyed by an insured hazard, such as demolition cost, contingent liability from operation or building laws and increased cost of construction endorsements;
- (c) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;
- (d) shall be written in the name of the Association for the use and benefit of the Unit owners, or its authorized representative, including any insurance trustee with whom

the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit owners.

(e) shall contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (i) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Association (or its trustee), as a trustee for each Unit owner and each such Unit owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or grantor, to the holders of first mortgages on Units;

(f) shall have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;

(g) shall be paid for by the Association, as a common expense, provided, however, if the Board so elects, each Unit owner shall, promptly upon receipt of an invoice for his, her or its share of the premium for that insurance, pay that Unit owner's respective share of that premium directly to the insurance company issuing the insurance. A Unit owner's share shall be determined by multiplying the premium being apportioned by that owner's Unit's undivided interest in the Common Areas. If that premium is not paid by the Unit owner, it shall constitute a special individual Unit assessment as hereinafter defined;

(h) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Managers, and all Unit owners;

(i) shall provide that the insurance shall not be prejudiced by any acts or omissions of individual Unit owners who are not under the control of the Association; and

(j) shall be primary, even if a Unit owner has other insurance that covers the same loss.

Section 2. Liability Insurance

The Association shall obtain and maintain, at Association cost and as a common expense, a comprehensive policy of general liability insurance covering all the Common Areas, and public ways and any other areas under the Association's supervision, insuring the Association, the Managers, and the Unit owners and occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars bodily injury, including deaths of persons, and property damage arising out a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association, the Board, or other Unit owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to the employment contracts in which the Association is a party. Each such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage named in the mortgage clause.

Section 3. Fidelity Bond

The Board shall obtain and maintain at the Association's cost and as a common expense, a fidelity bond providing coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents, or volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond must name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus three months' assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond is in force. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be cancelled or substantially modified (including cancellation for non-payment of premium) without a least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf any holder, guarantor or insurer of any mortgage on a Unit who requires such rights.

Any management agent that handles funds of the Association shall maintain a fidelity bond providing coverage no less than that required of the Association, which bond names the Association as an additional obligee.

Section 4. Hazard Insurance Carrier

Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio, which has a current rating of A/VI, or better, or, if Class V, has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/VI or better rating.

Section 5. Other Association Insurance

In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative: Power of Attorney

There may be named, under any policy obtained by the Association, as insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust, for Unit owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit owner, and their representative first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 7. Unit Owners' Insurance

Any Unit owner or occupant may carry such insurance in addition to that provided by the Association, pursuant hereto as that Unit owner or occupant may determine, subject to the provisions hereof, and provided that no Unit owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenant's improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Managers and all other Unit owners and occupants.

Section 8. Sufficient Insurance

In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance

In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of this Declaration shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective undivided interests in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 10. Lender Requirements

Notwithstanding the foregoing provisions of this Article XI, the Association shall at all times maintain hazard insurance, liability insurance, and the fidelity bond coverage conforming with the requirements then governing the making of a first mortgage loan on the purchase, guar-

anty, or insurance of first mortgages by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

ARTICLE XII – DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction

In the event of substantial damage to or destruction of all Units in a residential building, or the taking of one or more Units in any condemnation or eminent domain proceedings, the Association shall promptly restore or replace the same, unless an election is made not to do so, as hereinafter provided.

Section 2. Election Not to Restore

The Association may, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible holders of first mortgage liens hereinafter provided, determine not to repair or restore such damage or destruction, or reconstruct such Unit or Units. In such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear) in the proportions of their undivided interest in the Common Areas.

Section 3. Rehabilitation and Renewal

The Association, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible holders of first mortgage liens hereinafter provided, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE XIII – CONDEMNATION

Section 1. Standing

Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit owners in condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and receive the award or proceeds of settlement, for the use and benefit of the Unit owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, lost of favorable mortgage terms, and other such individual incidental or consequential losses, that unit owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association, to recoup the losses incurred by it, any other Unit

owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds

The award or proceeds of settlement in an actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings or in accordance with any new plans and specifications therefor approved by Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of all eligible holders of first mortgage liens hereinafter provided.

Section 3. Insufficient Proceeds

If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit owners, and their first mortgagees, as their interests may appear, in proportion to their relative undivided interests of the Units in the Common Areas.

Section 4. Non-Restorable Unit

Notwithstanding the foregoing, in the event that as a result of such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

Section 5. Power of Attorney

Each Unit owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with the interest and is irrevocable.

ARTICLE XIV – GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations

Every Unit owner shall have a right and easement of enjoyment in, over and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title of a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress to and egress from a Unit, or any part thereof, or to that Unit's parking facilities. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and ingress to and egress from the occupants of that owner's Unit.

Section 2. Right of Entry for Repair, Maintenance and Restoration

The Association shall have right or entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property.

Section 3. Easements for Encroachments

Each Unit and the Common Areas shall be subject to easements for encroachments on any other Unit and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

Section 4. Easement for Support

Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility lines or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities

Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, and repairing and maintaining of all utilities, including but not limited to water, sewer, gas telephone, electricity, security systems, master television antennas and cable television. By these easements it shall be expressly permissible for the Association to grant to the providing companies permission to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of Condominium Property. Should any company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof.

Section 6. Easement for Services

Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel and all similar persons, and to the

local government authorities and the Association, but not the public in general, to enter upon the Common Areas in the performance of their duties.

Section 7. Power of Attorney

Each Unit owner, by acceptance of a deed to a Unit, appoints the President of the Association his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 8. General

The easements and grants provided herein shall in no way affect any other recorded grant or easement. In addition, the declaration and amendments thereto superseded hereby contain various easements substantially similar to one or more of the foregoing easements. Notwithstanding any other provision hereof, including, without limiting the generality of the foregoing, the provisions hereof by which this Second Amended Declaration supersedes the prior declaration and all amendments thereto, if an easement set forth herein, or provision thereof, is finally determined by a court of law to be invalid or unenforceable, and a substantially similar easement or provision thereof was created by the aforesaid superseded declaration or amendment thereof, that prior easement or provision shall be deemed not to have been superseded or extinguished hereby. Furthermore, and notwithstanding any other provision hereof, if the exercise of a power of attorney to grant easements contained in the aforesaid superseded declaration and amendments thereto is finally determined by a court of law to be a necessary predicate to the validity of any easement created hereby, or pursuant hereto, that power of attorney shall be deemed not to have been extinguished by reason of the adoption of this Second Amended Declaration.

ARTICLE XV – ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments

Each present Unit owner shall pay, and each future Unit owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree to pay, to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit owners and occupants and the best interests of the Condominium Property.

Section 3. Elements-Appportionment: Due Dates

(a) Annual Operating Assessments

(1) Prior to the beginning of each fiscal year of the Association, the Board shall estimate, and prorate among all Units on the basis of the undivided interest of each Unit in the Common Areas, common expenses of the Association consisting of the following:

- a. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;
- b. the estimated next fiscal year's cost for insurance and bond premiums to be provided and paid for by the Association;
- c. the estimated next fiscal year's costs for utility services, if any, not separately metered or charged to Unit owners;
- d. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
- e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
- f. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that the monthly installments will be in whole dollars.

(3) Unless the Board determines otherwise, which it may do in its sole discretion, the annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual, semi-annual, or quarterly increments. The due dates of such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit any equal monthly prorata share of the annual operating assessment for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available except on dissolution of the Association, for distribution to Unit owners.

(b) Special Assessments for Capital Improvements

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to fifteen percent (15%) of that fiscal year's budget, without the prior consent of Unit owners exercising seventy-five percent (75%) of the voting power of Unit owners and the consent of eligible holders of first mortgages hereinafter provided.

(2) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Areas, and shall become due and payable on such date or dates as the Board determines following notice to Unit owners.

(c) Special Individual Unit Assessments

The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to the cost of making repairs the responsibility of a Unit owner, the cost of insurance premiums separately billed to the Unit owner, the cost of Unit water and sewer service, and a Unit owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto.

Section 4. Effective Date of Assessment

Any assessment created pursuant thereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate as the Board may from time to time determine, and (iii) charge a reasonable, uniform, late fee, as determined from time to time by the Board.

(b) Annual operating and both types of special assessments, together with interest late fees, and costs, including reasonable attorney fees, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made.

(c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, interest, late fees, and costs, including reasonable attorneys' fees, may be filed with the recorder of the county in which the Condominium Property is located, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment and charges, and shall be signed by the president or other chief officer of the Association.

(d) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien or renewal certificate was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(e) Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the court of common pleas of the county in which the Condominium Property is located for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest, late fees, and costs, including reasonable attorneys' fees, shall also be the joint and several personal obligations of the Unit owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late fees, and costs shall not be the personal obligation of that owner or owners' successors in titled unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, late fees and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including reasonable attorneys' fees, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such foreclosure action shall be entitled to become a purchaser at the foreclosure sale. In such foreclosure action, interest and costs of such action (including reasonable attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(h) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgages

The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which

such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of a mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at the foreclosure sale, shall take the property free of any claim for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior to the time such holder or purchases took title to that Unit.

Section 7. Certificate Regarding Assessments

The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XVI – NOTICES TO AND VOTING RIGHTS OF MORTGAGEES

Section 1. Notices

Any holder, insurer, or guarantor of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer, or grantor and the Unit designation), shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium organization documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) assessments, assessment liens, or subordination of such liens, (iii) reserves for maintenance, repair, or replacement of Common Areas; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Areas (including the Limited Common Areas), or rights to their use; (vi) boundaries of any Unit; (vii) convertibility of Units into Common Areas or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) insurance or fidelity bonds; (x) leasing of Units, (xi) imposition of any restrictions on a Unit owner's right to sell or transfer that owner's Unit; (xii) professional management; (xiii) restoration or repair of the Condominium Property; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers or guarantors. No addition to, change in, or amendment of the Condominium organizational documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(b) any proposed decision or action that: (i) terminates professional management and establishes self management; (ii) causes restoration or repair of Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium organizational documents; (iii) substantial damage or destruction not to be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi) would, without addition to, change in, or amendment of the Condominium organizational documents, make any change with respect to the items described in subparagraph (a) of Section 1 of this Article.

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any default under the Condominium organizational documents which gives rise to a cause of action against a Unit

owner whose Unit is subject to its mortgage, when the default remains unsecured for a period of sixty (60) days; (iii) any delinquency for sixty (60) days in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; (iv) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association and (v) times and places of Unit owners' meetings.

Section 2. Voting Rights

No action with respect to which holders, insurers, or guarantors are entitled to notice, as provided in subparagraphs (a) and (b) of Section 1 of this Article, may be taken without the consent of eligible holders of first mortgage liens on Units to which at least fifty-one percent (51%) of the votes subject to mortgages held by eligible holders of first mortgage liens appertain, provided, further, that no action to terminate the Condominium or that would have the effect shall be taken without the consent of eligible holders of first mortgage liens on Units to which at least seventy-five percent (75%) of the votes subject to mortgages held by eligible holders of first mortgage liens appertain.

ARTICLE XVII – INDEMNIFICATION

Section 1. General

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

Section 2. Determination

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

Section 3. Non-Exclusive Right

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

ARTICLE XVIII – AMENDMENTS

Section 1. Power to Amend

Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or other Condominium organizational documents) shall, in addition to the consents required of eligible holders of first mortgage liens, if any, as hereinbefore provided, require the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners. Notwithstanding the foregoing:

(a) the consent of all Unit owners shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

(ii) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;

(iii) the number of votes in the association appertaining to any Unit; or

(iv) the fundamental purposes to which any Unit or the Common Areas are restricted;

(b) the consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners and the consent of eligible holders of first mortgages on Units to which at last seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium.

(c) the consent of eligible holders of first mortgages on Units to additions or amendments to the Condominium documents shall not be required except in those instances, previously described, in which the eligible holders of first mortgages on Units are entitled to written notice of such proposed addition or amendment.

An eligible holder of a first mortgage on a Unit who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 2. Method to Amend

An amendment to this Second Amended Declaration (or the Amended Drawings or the Amended Bylaws), adopted with the consents of Unit owners and eligible holders of first mortgages hereinbefore required, shall be executed with the same formalities as to execution as this Second Amended Declaration by two officers of the Association, shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions, and shall be effective upon the filing of the same with the Auditor and Recorder of Franklin County, Ohio.

ARTICLE XIX – GENERAL PROVISIONS

Section 1. Covenants Running With the Land

The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions

In addition to any other remedies provided in this Second Amended Declaration, the Association (through the Board) and each Unit owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Amended Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or subsequent violation, nor shall the doctrine of laches or any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

Section 3. Severability

Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions

The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the President and Secretary of Arlingville Condominium Unit Owners Association have executed this Second Amended Declaration, and certify to its adoption, as aforesaid, on or as of the date set forth below.

Signed and acknowledged by both in the presence of:

ARLINGVILLE CONDOMINIUM UNIT OWNERS ASSOCIATION

By William L. Loveland /s/
As to Lois Frazier

By Lois Frazier /s/
President

By Irene T. Eshleman /s/
As to Eva Ramsey

By Eva Ramsey /s/
Secretary

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Lois Frazier, the President, and Eva Ramsey, the Secretary of Arlingville Condominium Unit Owners Association, on its behalf, this 16th day of November, 1988.

Irene T. Eshleman /s/
Notary Public
IRENE T. ESHLEMAN
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES MAY 12 1990

SECOND AMENDED DECLARATION OF CONDOMINIUM
ARLINGVILLE CONDOMINIUM

EXHIBIT A – Unit Information and Owners’ Undivided Interests

The following table (Table I) sets forth the percentage of interest in the common areas and facilities appurtenant of each unit:

TABLE I

UNIT DESIGNATION

<u>Building Number</u>	<u>Unit Letter</u>	<u>Sandringham Drive Address</u>	<u>Percentage of Interest in Total Living Area</u>	<u>Living Area Exclusive of Patio</u>
1	A	4605	5.00%	1,632 sf
1	B	4607	5.00	1,632
2	A	4609	5.00	1,632
2	B	4611	5.00	1,632
3	A	4619	5.00	1,632
3	B	4617	5.00	1,632
4	A	4615	5.00	1,632
4	B	4613	5.00	1,632
5	A	4598	5.00	1,632
5	B	4600	5.00	1,632
6	A	4594	5.00	1,632
6	B	4596	5.00	1,632
7	A	4590	5.00	1,632
7	B	4592	5.00	1,632
8	A	4604	5.00	1,632
8	B	4602	5.00	1,632
9	A	4608	5.00	1,632
9	B	4606	5.00	1,632
10	A	4612	5.00	1,632
10	B	4610	<u>5.00</u>	1,632

Total 100.00%

The following table (Table II) sets forth the number of stories, number of rooms exclusive of baths, and number of baths for each Unit.

TABLE II

UNIT DESIGNATION

<u>Building Number</u>	<u>Unit Letter</u>	<u>Stories</u>	<u>Number of Rooms Exclusive of Baths</u>	<u>Number of Baths</u>
1	A	2	6	2 1/2
1	B	2	6	2 1/2
2	A	2	6	2 1/2
2	B	2	6	2 1/2
3	A	2	6	2 1/2
3	B	2	6	2 1/2
4	A	2	6	2 1/2
4	B	2	6	2 1/2
5	A	2	6	2 1/2
5	B	2	6	2 1/2
6	A	2	6	2 1/2
6	B	2	6	2 1/2
7	A	2	6	2 1/2
7	B	2	6	2 1/2
8	A	2	6	2 1/2
8	B	2	6	2 1/2
9	A	2	6	2 1/2
9	B	2	6	2 1/2
10	A	2	6	2 1/2
10	B	2	6	2 1/2

AMENDED BYLAWS

(Code of Regulations)

OF

ARLINGVILLE CONDOMINIUM UNIT OWNERS ASSOCIATION

ARTICLE I – NAME AND LOCATION

The name of the Association is Arlingville Condominium Unit Owners Association, (“the Association”), which corporation, not-for-profit, was created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association was also created pursuant to Chapter 5311 of the Revised Code of Ohio as the Unit owners’ association for Arlingville Condominium. The principal office of the Association shall be as set forth in the Articles of Incorporation, (“the Articles”), and the place of meetings of Unit owners (members) and of the Board of Managers of the Association (“Board of Trustees” under Chapter 1702) shall be at such place in Franklin County, Ohio as the Board of Managers (“the Board”), may from time to time designate.

ARTICLE II – DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Second Amended Declaration of Arlingville Condominium, (“the Second Amended Declaration”), recorded simultaneously herewith with the Recorder of Franklin County, Ohio.

ARTICLE III – UNIT OWNERS (MEMBERS)

Section 1. Composition

Each Unit owner, as defined in the Second Amended Declaration, is a member of the Association.

Section 2. Annual Meetings

Regular annual meetings of the Unit owners shall be held during the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings

Special meetings of the Unit owners may be called at any time by the president or by the Board, upon written request of Unit owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners, and when required by the Condominium Act.

Section 4. Notice of Meetings

Written notice of each meeting of the Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meetings, by mailing a copy or such, postage prepaid, at least five days before such meetings, to each Unit owner entitled to be at such meeting, addressed to the Unit owner’s address last appearing on the books of the Association for the pur-

pose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum; Adjournment

The Unit owners present in person or by proxy, at any duly called and noticed meeting of Unit owners, shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of the Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so 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.

Section 6. Proxies

At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit..

Section 7. Voting Power

Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided in the Condominium organizational documents or by law.

Section 8. Action in Writing Without Meeting

Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than seventy-five percent (75%) of the voting power of Unit owners, or such greater proportion of the voting power as may be required by the Condominium organization documents, or by law.

ARTICLE IV – BOARD OF MANAGERS

Section 1. Present Managers

The five Managers who are now serving in the capacity of Managers shall continue as Managers until the next annual meeting of members following the adoption of these Amended Bylaws.

Section 2. Successor Managers

At each annual meeting of members following the adoption of these Amended Bylaws, the Unit owners shall determine, by majority vote of Unit owners voting, in person or by proxy, the number of Managers who shall serve for the ensuing year, which number shall be not fewer than four or not more than eight. Those nominees receiving the greater number of votes shall be elected to serve as Managers for terms commencing at the end of that annual meeting and terminating at the end of the next following annual meeting.

Section 3. Removal

Any Manager may be removed from the Board with or without cause, by a majority vote of the Unit owners. In addition, any Manager may be removed from the Board by a majority vote of the Board of Managers only for good cause shown. For the purpose of applying this paragraph “good cause” shall mean some act or practice proved by competent evidence to be opposed to the best interests of the Association, such as repeated failure to attend meetings, repeated failure to

pay dues or assessments, repeated failure to follow Association Rules and Regulations, conviction of a felony, or other similar serious cause. In the event of the death, resignation or removal of a Manager, that Manager's successor shall be selected by the remaining members of the Board, or, if a special meeting of Unit owners is called pursuant to Article III, Section 3 of these Amended Bylaws, by a majority vote of Unit owners voting at such special meeting, and this successor Manager shall serve until the next annual meeting of Unit owners.

Section 4. Nomination

Nominations for the office of Managers to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meeting at which the election is held. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners, appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine. Only persons who are current Unit owners who are current with respect to their condominium assessments and fees shall be eligible for nomination or election.

Section 5. Election

Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 6. Compensation

Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Manager shall received compensation for any service rendered to the Association as a Manager. However, any Manager may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings

Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings

Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Managers, after not less than two days notice to each Manager.

Section 9. Quorum

The presence at any duly called and noticed meeting, in person or by proxy, of Managers entitled to cast a majority of the voting power of Managers shall constitute a quorum for such meeting.

Section 10. Voting Power

Each Manager shall be entitled to a single vote, and, except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Managers voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Action in Writing Without Meeting

Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all the Managers.

Section 12. Powers

The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- (b) obtain insurance coverage no less than that required pursuant to the Second Amended Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Second Amended Declaration;
- (d) repair, maintain and improve the Common Areas;
- (e) establish, enforce, levy and collect assessments, late fees, delinquent interest, costs and such other charges as are provided for in the Second Amended Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners, occupants and their guests thereon, and establish and levy enforcement charges for the infraction thereof;
- (g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be default of the payment of any charge levied by the Association. Such rights may also be suspended after notice and hearings, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents;
- (h) declare the office of a member of the Board to be vacant in the event such Manager shall be absent from three consecutive regular meetings of the Board;
- (i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium organizational documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;
- (j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;
- (k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain such loans; and

(l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

Section 13. Duties

It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by the Unit owners representing one-half (1/2) or more of the voting power of Unit owners;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the Second Amended Declaration, to establish, levy, enforce and collect assessments;

(d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(e) procure and maintain insurance and bonds as provided in the Second Amended Declaration, and as the Boards deems advisable;

(f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Second Amended Declaration;

(g) cause the restrictions created by the Second Amended Declaration to be enforced; and

(h) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

ARTICLE V – OFFICERS

Section 1. Enumeration of Officers

The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Manager. The same person may hold more than one office.

Section 2. Selection and Term

Except as otherwise specifically provided in the Second Amended Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal

Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties

The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit owners, keep appropriate current records showing the names of Unit owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, and the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit owners.

ARTICLE VI – COMMITTEES

The Board may appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII – BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit owners and the holders, insurers and guarantors of first mortgages of Units. Likewise, during normal business hours and under other reasonable circumstances, the Association shall have available for inspection by Unit owners, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

ARTICLE VIII – AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that

no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

1. to each requesting Unit owner, at the expense of the Association, upon the affirmative vote of Unit owners exercising a majority of the voting power of Unit owners;
2. to each Unit owner, and/or to the Board, upon the request of a majority of the members of the Board; and
3. to each institutional holder, insurer or guarantor of a first mortgage upon a Unit who makes a written request therefore.

ARTICLE IX – FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end of the 31st day of December of every year.

ARTICLE X – AMENDMENTS

Any modification or amendment of these Amended Bylaws shall be made only by means of an amendment to the Second Amended Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of Franklin County, Ohio.

IN TESTIMONY WHEREOF, the undersigned, the President and the Secretary of Arlingville Condominium Unit Owners Association, certify that these Amended Bylaws were duly adopted by its members on or as of the 16th day of November, 1988.

Lois Frazier /s/

President

Eva Ramsey /s/

Secretary

Phase 1 – Arlingville Condominium

DRAWINGS

DRAWINGS

Phase 2 through Phase 7 – Arlingville Condominium

RULES AND REGULATIONS

Revised 5 May 2011

As called for in the Second Amended Declaration and Bylaws of the Association the Board has, from time to time, enacted the following Rules and Regulations:

A. Property Management firm, as of 1 July 2007

Rickert Property Management, Inc. [“RPM”]
1695 Old Henderson Rd
Columbus (Franklin County) Ohio 43220
614-538-1717

B. Servicing/Statutory Agent

- Update filed 10 August 2007 Wayne W. Rickert
Rickert Property Management, Inc.
1695 Old Henderson Rd
Columbus (Franklin County) Ohio 43220
614-538-1717

This supersedes information shown in Article VIII of the Second Amended Declaration of Arlingville Condominium.

C. State of Ohio Certificate

- Corporation, Not-For-Profit, Charter / Registration No. 535348
- Renewed 10 August 2007, Document 200722501520, Ohio Secretary of State’s Office.

D. Monthly Condominium Assessment Fee

- \$250 per month, effective 1 Jan. 2011, payable in advance, due the 1st of each month.
- This is subject to change by the Board with at least a 10 days’ written notice to each owner at their address on record with the Property Manager.

E. Collection Policy of Arlingville Condominium Association

Effective 1 March 2008. Attached.

F. Installation of TV Satellite Dishes

Effective 15 June 2008. Attached.

G. Reserve Fund Study, Arlingville Condominiums

- Completed November 2008 by Criterium Liskay Engineers, Gahanna Ohio.
- The report may be seen at Rickert Property Management, Inc. (above).
- A (B&W) copy may be obtained from RPM for their prepaid fee.

H. Specifications for Garage Doors

See the attached 16 March 2010 letter to all Arlingville Condominium owners.

Arlingville Condominium Association Collection Policy

[Effective March 1, 2008]

1. MAKING PAYMENTS

- a. Payments are to be made payable to *Arlingville Condo Association*, mailed or delivered to the property manager:

Rickert Property Management ["RPM"]
1695 Old Henderson Rd
Columbus OH 43220

RPM has a drop box beside the west entrance to their office, their entrance nearest Reed Rd.

- b. Payments are due on the first day of a month. Payments may be RECEIVED by the property manager by the 10th of the month without penalty.
- c. Payments received will be applied first to outstanding Collection Fees. After that, payments are applied to the oldest unpaid charges first, which may include Late Fees.

2. LATE PAYMENTS AND RETURNED CHECKS

- a. If payment of the full account balance is not RECEIVED by the 10th of the month, a \$25 Late Fee will be added to the account. The owner will be contacted with a reminder of the amount due.
- b. Should a check be returned by the bank due to non-sufficient funds, a \$30 NSF charge will be due and added to the account.

3. COLLECTION FEES

These are the direct costs to the Association of dealing with delays in receiving payments from owners. These include NSF Check charges and legal & filing fees associated with the filing of liens and foreclosures. They are subject to change without prior notice to owners.

4. ACCOUNTS 90 DAYS PAST DUE

- a. If an account becomes 90 days past due, a *Letter of Intent to File a Lien* on the property will be sent to the owner by Certified Mail, Return Receipt Requested. It will give the owner 15 days to pay current, with an explicit warning that otherwise a lien will be filed on their property.
- b. Should a lien be filed, it will be for the full balance due, including Collection Fees, Late Fees, Monthly Condo Fees, and the outstanding balance of any Special Assessment, if applicable.
- c. Direct costs of the lien filing will be added to the owner's account as a Collection Fee. Currently the lien charge is \$160, which includes legal costs, Franklin County filing fee and the County's fee to release the lien. These amounts are is subject to change by the Franklin County Court.

5. ACCOUNTS 120 to 150 DAYS PAST DUE AND BEYOND

If an account becomes 120 days past due, the Board of Directors will be notified. Within 30 days of that notice, the Board will decide whether to proceed with foreclosure action. If approval of that action is given and the account reaches 150 days past due, a Letter of Intent to Foreclose will be sent to the owner by Certified Mail, Return Receipt Requested. Legal fees and fees applicable to filing foreclosure will be added to the account as Collection Fees.

INSTALLATION OF TV SATELLITE DISHES

Arlingville Condominiums, effective 15 June 2008

With the upcoming mandated changes in the television broadcast technology, there is an increased interest in "assisted TV reception," including satellite dishes. Under the current Association's Declarations and Bylaws, amended in November 1988, there are restrictions on the placement of satellite dishes and other antennas. See Article III, Section 2 (d). It states there that these may not be installed in common areas, on exterior walls, or on the roof.

The Arlingville Condominium Association Board of Trustees has decided to make these rules relating to satellite dishes somewhat more user friendly, albeit not completely open-ended.

CABLE TELEVISION

This has been and will continue to be an option, with no prior approval by the Board required. Please note, however, that the owner will be responsible for repairs to cables on or in the ground should they be damaged by such activities as lawn and landscape services and construction work.

SMALL SATELLITE DISHES, up to 36 inches in diameter

In no case will dishes be allowed in common areas or on exterior walls. This applies to the exterior and tops of patio walls. No dishes greater than 36" in diameter are allowed.

Otherwise the Board has agreed to allow the following dish installations.

- a) Small satellite dishes may be installed on a ground post within the patio as long as no more than half of the dish is visible above the horizontal portion of patio walls. *
- b) Small satellite dishes may be installed on the roof so long as no more than half of the dish is visible from the porch of the unit directly across the driveway. These are to be mounted on the roof itself, not the chimney. *

*** OWNERS (only) are to submit the following prior to satellite dish installation.**

A copy signed by the property manager will be returned to the owner.

OWNER ACKNOWLEDGEMENT OF RESPONSIBILITY FOR REPAIRS/MAINTENANCE OF DAMAGE TO BRICK WALLS AND ROOF CAUSED BY INSTALLATION/REMOVAL OF SATELLITE DISHES

The owner _____ of Arlingville Condominium Unit # _____ is planning to have a TV satellite dish no greater than 36 inches in diameter installed as described below. The owner hereby acknowledges responsibility for the repair of any damage to the walls and/or roof resulting from this satellite dish. The owner and their successors will be responsible for notifying buyers of the unit of this on-going responsibility.

Location and method of attaching the satellite dish: _____

Owner: _____

Signature: _____

Date: _____

Property Mgr.: _____

Signature: _____

Date: _____

16 March 2010

All Owners of Arlingville Condominium Units

REPLACEMENT OF GARAGE DOORS

Questions were raised to me recently regarding who is responsible for replacing the garage doors, what would they cost, etc.?

First, the Declarations and Bylaws for the Association make it the owner's responsibility to replace all doors and windows. It also requires that replacements be architecturally consistent with what we already have including color, unless the owner gets a written variance from the Board before installation.

The Board has approved two garage door brands and models. The information below was obtained from Jeff Williams at Graf & Sons, 2020 Builders Place, Columbus, 43228, 614-481-2020. Builders Place runs north off of Trabue Rd, about a mile west of Riverside Dr. Graf is a very reputable source that's been in the Columbus market for many years. They replaced our garage door soon after we moved to Arlingville in 1998. The prices I show below are Graf's current prices, which, of course, are subject to change.

Owners are not required to buy from Graf & Sons. However, if you are in the market to replace your garage door, you must stay with the makes, models and colors discussed below.

A. WOODEN DOOR: Manufactured by Clopay, Model: 44FP, paint grade version. This is the door that is currently installed throughout Arlingville.

Graf & Sons' current price: \$2,100 plus tax.

In addition the owner is required to paint this door using the same paint and color used on the trim on the Arlingville Condos. I have the specs of that paint if you need them.

B. GALVANIZED STEEL: Manufactured by Overhead Door Corp, Model 391.

Graf & Sons' current price: \$995 plus tax.

It has double-walled construction with 2 inches of insulation in between. It has an R-Factor of 9.86 so it offers some insulation to the garage. Their baked-on semi-gloss Sandstone color is close enough to Arlingville's trim paint so that no further painting is required.

To me, this is the obvious choice. It's half the cost and has a lifetime guarantee on the finish. The modest insulation factor is another advantage.

In both cases, specify the 16 ft. x 7 ft. size, 4 horizontal sections, 8 raised panels per section and without the optional window panels.

The prices include installation, attachment to existing door openers, new tracks, springs, and cables, plus removal of the old door. Locks are not recommended on doors where an electric door opener is present, which I believe applies to all Arlingville units. A seal strip is placed on the bottom of the door and vinyl molding strips are along the sides and top for sealing and a finished appearance. Owners who want a mail slot in the door may do so for an additional \$50 to \$75 in labor plus the cost of the mail slot. I believe those are available at Lowe's and Home Depot.

Yours truly,



Dan R. Priedeman, President
Arlingville Condominium Association