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AMENDED AND RESTATED

DECLARATION AND BYLAWS

12 NOTATIONS

OF THE PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

THE VILLAGE AT MUIRFIELD CONDOMINIUM

2002000000301
LOVELAND & BROSIUS
50 W BROAD ST
COLUMBUS, OH 43215

CERTIFICATE OF AUDITOR

1/2/02, 2002

Receipt is hereby acknowledged of a copy of the Amended and Restated Declaration and Bylaws of the above-named Condominium.

David A. Vost
Auditor

This instrument prepared by Richard L. Loveland, attorney at law, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215-5917.

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**AMENDED AND RESTATED
DECLARATION AND BYLAWS**

This is an amended and restated declaration and bylaws of The Village at Muirfield Condominium ("the Condominium") made on or as of the 4th day of DECEMBER, 2001, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act").

Background

A. The Condominium is a condominium created under the Condominium Act pursuant to the filing of the following:

<u>Instrument Title</u>	<u>Recording Reference^(a)</u>	<u>Recording Date</u>
(1) Declaration of Condominium	Deed Rec. Vol. 464, at page 275	October 3, 1984
(2) First Amendment of Declaration	Deed Rec. Vol. 470, at page 488	August 1, 1985
(3) Second Amendment of Declaration	Deed Rec. Vol. 472, at page 570	October 15, 1985
(4) Third Amendment of Declaration	Deed Rec. Vol. 473, at page 224	November 5, 1985
(5) Fourth Amendment of Declaration	Deed Rec. Vol. 480, at page 774	August 26, 1986
(6) Fifth Amendment of Declaration	Deed Rec. Vol. 486, at page 427	March 2, 1987
(7) Sixth Amendment of Declaration	Deed Rec. Vol. 489, at page 253	June 5, 1987
(8) Seventh Amendment of Declaration	Deed Rec. Vol. 500, at page 171	May 11, 1988
(9) Eighth Amendment of Declaration	Deed Rec. Vol. 506, at page 451	November 1, 1988
(10) Ninth Amendment of Declaration	Deed Rec. Vol. 525, at page 90	June 22, 1990
(11) "Second" ^(b) Amendment of Declaration	Deed Rec. Vol. 555, at page 271	March 11, 1993
(12) "Fifth" ^(b) Amendment of Declaration	Deed Rec. Vol. 653, at page 104	November 19, 1998

Notes: (a) All recording references are to the records of the Recorder of Delaware County, Ohio.
(b) Amendment numbers were obviously in error.

and the filing of drawings, and amendments thereto, none of which are changed or amended by reason of this amendment.

B. Pursuant to the provisions of the Declaration and Bylaws, as amended, they may only be further altered or amended at a meeting of the Unit owners by the affirmative vote of Unit owners exercising not less than seventy-five percent (75%) of the voting power of all Unit owners, provided that undivided interests in the common areas and facilities ("the Common Elements") may be changed only with the prior written consent of all Unit owners. All such amendments shall be effective upon the filing of a certificate with the Auditor and Recorder of Delaware County, Ohio, setting forth the amendment and its manner of adoption, and executed by the president or a vice president and by the secretary or an assistant secretary of the Association in the manner provided for the execution of declarations by the Condominium Act.

C. No fewer than seventy-five percent (75%) of the Unit owners, who also constitute Unit owners having not less than seventy-five percent (75%) of the voting power of Unit owners, at a duly constituted meeting at which a quorum was present in person or by proxy, duly adopted this Amended Declaration and the Amended Bylaws attached hereto, and the written consent of all Unit owners to change the undivided interests of Unit owners in Common Elements, as provided herein, has been obtained. By these actions and the adoption of this Amended Declaration and the attached Amended Bylaws, the Declaration and Bylaws, as amended, as identified in Item A hereof, have been superseded, in their entireties, by these documents.

D. This Amended Declaration and the attached Amended Bylaws do not, in any way, enlarge, diminish, or change the size or location of any Unit or the Common Elements, nor the Unit designation of any Unit, nor is any change made in the drawings for the Condominium, or any amendment thereto, which drawings and amendments thereto shall remain unaffected by the adoption of these amended documents, and shall continue in full force and effect.

NOW, THEREFORE, the undersigned officers of The Village at Muirfield Condominium Association hereby certify that at a duly called and noticed meeting, at which a quorum was present, the Unit owners, by the affirmative vote of Unit owners holding no less than seventy-five percent (75%) of the voting power of Unit Owners, and with the written consent of all Unit owners to change the undivided interests of Unit owners in the Common Elements, as provided herein, adopted this document and the attachments hereto as the Amended Declaration and Amended Bylaws of the Condominium, thereby superseding, in their entireties, the Declaration and Bylaws and all amendments thereto, recorded or unrecorded.

Definitions

The terms used in this Amended and Restated Declaration and the attached Bylaws shall have these meanings, unless the context requires otherwise:

1. "Amended Bylaws" mean the bylaws of the Association, 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. A true copy of the Amended Bylaws is attached hereto and made a part hereof.
2. "Amended Declaration" means this instrument, which is the declaration of condominium ownership required under the Condominium Act.
3. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating The Village at Muirfield Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act).
4. "Association" and "The Village at Muirfield Condominium 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 under the Condominium Act.
5. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium under the Condominium Act.
6. "Common Elements" (identified on the Drawings as "Common Areas" or "Common Areas and Facilities") means all of the Condominium Property, except that portion described in this Amended Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the Condominium Act.

7. "Condominium" and "The Village at Muirfield Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.
8. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.
9. "Condominium instruments" means this Amended Declaration, the Amended Bylaws, the Drawings, the rules and regulations adopted by the Board, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."
10. "Condominium organizational documents" means the Articles, the Amended Bylaws, the Drawings, and this Amended Declaration.
11. "Condominium Property" means all of the property submitted to the Condominium Act, including the land, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.
12. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association, and mean that same person or those persons serving in the capacity of a member of the board of managers of the Association, as defined in the Condominium Act.
13. "Drawings" means the drawings for the Condominium, and all amendments thereof, and are the Drawings required pursuant to the provisions of the Condominium Act. Those Drawings are filed of record with the Delaware County Recorder.
14. "Eligible mortgagees" means the holders of valid first mortgages on Units who have given written notice to the Association stating their names, addresses and Units subject to their mortgages.
15. "Limited Common Elements" (referred to on the Drawings as "Limited Common Areas" or "Limited Common Areas and Facilities") means those Common Elements 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 occupants of that Unit or Units either in this 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 Condominium Act.
16. "Occupant" means a person lawfully residing in a Unit, regardless of whether or not that person is a Unit owner.
17. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
18. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Amended Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.
19. "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 Chapter 1702 of the Revised Code of Ohio.

The Amended Plan

ARTICLE I

THE CONDOMINIUM PROPERTY

The property that has been submitted to condominium ownership pursuant to the filing and recording of the previously described Declaration and amendments thereto, and Drawings, and which continues to be submitted to and subject to such condominium ownership, consists of all of the Units and the respective interest of every Unit in the Common Elements of the Condominium, as the same are described on the attachment hereto marked "Exhibit A," and hereby made a part hereof, and includes and encompasses the buildings and all improvements to the real property thereon, and all easements, rights and appurtenances belonging thereto.

ARTICLE II

NAME

The Condominium is and shall continue to be named "The Village at Mulrfield Condominium".

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Amended Declaration is being made to continue the establishment of separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, promoting, and preserving the values of Units and the Common Elements and the well being of Unit owners and occupants; to continue the operation of a Unit owners' association to administer the Condominium and the Condominium Property, 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 Amended 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 as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing, an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, utilizing a Unit or part thereof for an office or a studio other than a music studio (provided that such use does not involve the rendering of personal services upon any part of the Condominium Property to one or more customers, employees, licensees or invitees coming to the Unit or any part of the Condominium Property nor interfere with the quiet enjoyment of any resident) or making professional telephone calls or corresponding, 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 Element Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes 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 Elements 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 Element Uses. Those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements (or 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 Amended Declaration, and shall be used only for the purposes intended.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior 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 awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt from time to time.

(e) Waste Materials. No trash, garbage, or other waste materials shall be dumped, deposited, stored, or otherwise be permitted to remain on any part of the Condominium Property outside of a Unit except in covered, sanitary containers, which containers shall be kept within buildings or concealed from view by walls, fences or landscaping sufficient to provide a permanent screen at all times of the year.

(f) Open Fires. No open fires shall be permitted on any part of Common or Limited Common Elements except in outside cooking grills or devices.

(g) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

(h) Vehicles. No mechanical work on a vehicle shall be permitted on the Common or Limited Common Elements, and no inoperative or unlicensed motor vehicle shall be permitted to park thereon. In addition, the Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperative vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, including the Limited Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

(i) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit, and no lease shall be for fewer than sixty (60) consecutive days. Any lease agreement shall be in writing, shall provide that

the lease shall be subject in all respects 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 comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect, and unless waived by the Board, in any particular circumstance, in its sole and unfettered discretion, shall deposit, or cause the tenant or tenants to deposit with the Association, the sum of Two Thousand Dollars (\$2,000) as a security deposit, which may be utilized by the Association, at the sole discretion of the Board, to pay any obligation to the Association accruing with respect to the Unit rented during the period of the tenancy, including, without limiting the generality of the foregoing, operating, and special assessments, and the costs incurred to cure any default in the performance by the Unit owner and/or the Unit's occupants of any obligation imposed upon the Unit or its owners or occupants pursuant to the provisions of the Condominium instruments. The security deposit, or balance thereof remaining, if any, less any obligation to the Association with respect to that Unit or its owners, without interest shall be returned to the Unit owner or tenant upon termination of the tenancy and vacation of the Unit by the tenant. In addition, in order to assure that the Condominium, from time to time, meets the requirements of institutional first mortgagees and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners and/or the Condominium for owner-occupant residential financing, and to maintain the character of the Condominium as primarily a housing community for owner-occupants, during such time or times as the Board determines that rental of a Unit or Units would result in fewer than twenty-six (26) Units being owner-occupied, and thus potentially disqualifying further Unit purchasers from obtaining first mortgage loans offered to proposed owner-occupants by institutional mortgage market lenders, no leasehold interest or any other form of rental tenancy of any description shall be created by the owner or owners of any Unit except in the following instances:

- (i) the renewal or other continuation of any present lease or rental of a Unit or Units;
- (ii) the lease or rental of a Unit or Units acquired by the holder, guarantor, or insurer of an institutional mortgage on a Unit, and their respective heirs, successors, and assigns who acquire such Unit or Units pursuant to the remedies provided in the mortgage, including, without limiting the generality of the foregoing, foreclosure, or by deed in lieu of foreclosure; and
- (iii) the lease or rental of a Unit or Units in any instance in which the Board, in its sole and unfettered discretion, determines that (a) application of these limitations would create an undue hardship in light of all applicable facts and circumstances, owing to special circumstances or conditions, (b) the purpose of promoting owner-occupancy eligibility would not be threatened, and (c) relief from the limitations herein would not be contrary to the best interests of the Association.

Prior to the execution of any lease or other rental agreement the Unit owner or owners desiring to lease or rent a Unit shall so advise the Board, in writing, if a purported hardship is applicable, such statements and documentation as are necessary to establish the same, and the Board shall make the determination of whether the limitation on leasing and rental described above shall be waived, and so advise the applying Unit owner or owners, in writing, within thirty (30) days of receipt of such request. If the leasing or rental limitation is waived, as aforesaid, the Unit owner or owners may forthwith enter into a lease or rental agreement for such Unit, provided that, prior to the commencement of the lease or rental term the Unit owner or owners shall notify the

Board, in writing, the name or names of the tenant or tenants and the time during which the lease or rental agreement shall be in effect, and make the aforementioned security deposit.

(j) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; and (ii) on the Limited Common Elements or interior side of the window of a Unit, one professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale provided such sign is in conformance with the then-current regulations of the Muirfield Association.

(k) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable structure type, 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.

(l) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Elements, which may impair the structural integrity of any improvement.

(m) Construction in Easements. No structure, planting or other material 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 utility 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.

(n) 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 Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) the maintaining 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 (ii) 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.

(o) Conveyances; Encumbrances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) 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 Elements 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 other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Elements by utilizing the following description:

Situated in the City of Dublin, Delaware County, Ohio, and described as follows:

Being Unit [insert unit designation] of The Village at Muirfield Condominium, as the same is numbered and delineated in the Amended Declaration thereof, of record in Official Record Volume _____, at page _____ et seq., and the Drawings, and all amendments thereto, recorded in Plat Book 18, at page 14 et seq., all of the records of the Recorder of Delaware County, Ohio. [The blanks, above, will contain the recording reference of this Amended Declaration.]

(The Unit designation to be inserted shall consist of the number of the Unit, which are numbered 1-29, inclusive.)

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, 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 and tenants, 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 or tenant, as appropriate, of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations, at the time the sale is closed or the lease is entered into.

(p) Discrimination/Handicapped Accommodation. 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. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(q) 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 as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit owners, as a whole, and the Association, and to protect and preserve the nature of the Condominium and the Condominium Property. 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.

(r) Master Restrictions. The Condominium Property and its owners and occupants are and shall continue to be subject to the conditions, covenants, restrictions, agreements and lien for assessment rights, created as part of the master plan for the entire Muirfield area, of which the Condominium is a part, set forth in deeds and amendments thereof of record in Deed Book 390 at page 33, et seq., Book 393, at page 479, et seq., Deed Book 397 at page 48, et seq., and Deed Book 436, page 613, et seq., all of the records of the Recorder of Delaware County, Ohio.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Buildings. There are seventeen (17) buildings a part of the Condominium, nine single family buildings, four containing two dwelling units each, and four containing three dwelling units each, and containing in all, a total of twenty-nine (29) dwelling units. These buildings all have two stories,

above ground, and basements, and are wood frame, with concrete and concrete block foundations, pre-finished metal roofs, and primarily wood shingle and stucco siding. The two and three dwelling unit buildings are townhouse style, with party walls separating the dwelling units. Each dwelling unit has a garage area that is a part of the building in which the living area of the dwelling unit is a part. The principal materials of which these buildings are constructed are concrete, concrete block, wood, stucco, glass, drywall, and pre-finished metal. These buildings are located as shown on the Drawings. There are no other buildings a part of the Condominium Property.

Section 2. Other. On the grounds around the buildings, and a part of the Condominium Property, are door stoops, steps, porches, patios, wood decks, planting areas, sidewalks, walls, fences, railings, yards, driveways, parking areas, utility lines, and other incidental site improvements. There are no recreation facilities a part of the Condominium.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the dwelling units, each of which is called "a Unit", is designated by a one or two digit number on the Drawings where that Unit is located. Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit B".

Section 2. Unit Information.

(a) Unit Composition. All particulars of the Units and the buildings in which they are situated are shown graphically on the Drawings. The boundaries of each Unit are the interior surfaces of the most interior structural members of the Unit's perimeter walls, floors and ceilings. Windows and doors in the perimeter walls of each Unit (including without limitation those in the garage area which serves the Unit and is part of the building in which the Unit is located), as well as the floors and ceilings themselves, are also parts of the Unit. All parts of each building that are within the boundaries of a Unit (including without limitation all plaster, drywall, paneling, floor coverings, and other such materials attached to the structural members of any of its perimeter walls, floors and ceilings, and all plumbing, electrical, heating, cooling and other utility or service fixtures, compressors, equipment, tanks, lines, pipes, wires, ducts and conduits which are designed to serve only that Unit) are parts of the Unit except for supporting walls, fixtures, equipment, installations, apparatus and other parts of the building, if any, which exist for the common use or which are necessary for the existence, maintenance, safety or comfort of any other part of the Condominium Property. In addition to the living area of a Unit, each Unit also includes a basement area and a two-car garage area.

(b) Unit Sizes, Locations and Components. The size, location and general composition of each Unit are set forth on the attached Exhibit B. The location, dimensions, and composition of each Unit are also shown on the Drawings. Each Unit has immediate access to Common Elements providing access to Camoustie Court, a public street, or to Aryshire Court, a public street.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, including the stone retaining wall between Units 24 and 25, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "limited common elements" or "limited common areas" on the Drawings are Limited Common Elements, as are those exterior improvements heretofore permitted by the Board or its designee to be installed, and installed, by a Unit owner for the exclusive use of the occupants of that owner's Unit. The Limited Common Elements include door stoops, steps, porches, patios, wood decks, fireplace stacks, liners and chimneys, skylights, roofs, planting areas, sidewalks leading to the front door of a Unit, driveways leading to the garage area of a Unit, parking areas, walls (except the stone retaining wall between Units 24 and 25), fences, railings, yards, utility lines, and other incidental site improvements. Each such Limited Common Element is reserved for the exclusive use of the owners and occupants of the Unit it is described, designed or designated to serve, or to which it has direct and immediate access.

Section 3. Undivided Interest. The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit B, and, in each case, is an equal undivided 1/29th interest. The Common Elements 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 Elements. Further, the undivided interest in the Common Elements 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 Association shall be limited to the Unit owners and their spouses. 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, as will that person's spouse. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership is appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Voting rights of members are as set forth in the Bylaws.

Section 4. Board of Directors. The number and composition, and the authority, rights and responsibilities, of the Board of Directors shall be as provided in the Bylaws.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, the Association's "Statutory Agent", and that person's residence or place of business, which is in the State of Ohio, is:

Larry H. Lape
5514 Camoustie Court
Dublin, Ohio 43017

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, or another person is so registered, the person so registered shall be the person to receive service of process for the Association.

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Individual Responsibility. Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, and shall have the right to paint, tile, wax, paper, stain or otherwise finish, refinish or decorate any portion thereof. In addition, subject to the provisions of Section 2 of this Article, the Unit owner shall repair and maintain improvements as part of that owner's Unit's appurtenant Limited Common Elements and provide all cleaning and housekeeping. 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 Elements or Limited Common Elements 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, express, 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, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by that Unit owner and on that Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

Section 2. Association Responsibility. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including but not limited to utility lines and facilities serving more than one Unit, lawns, shrubs, and trees, a part of the Common Elements, but not the Limited Common Elements, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements that do not constitute part of a Unit or Limited Common Elements. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, and then only to the extent the net proceeds, after deductibles and collection costs, are available for that purpose, the Association shall not have the responsibility to pay the cost of repair or maintenance of any Unit or Limited Common Element, or component thereof, or repair, maintenance or replacement of personal property within a Unit or Limited Common Element, or improvements made by Unit owners hereafter. Notwithstanding any other provision hereof, if a Unit owner fails to fulfill that owner's repair and maintenance responsibilities, the Association, through the Board, may perform the same. However, no such repair and maintenance shall be so authorized unless, in the opinion of the Board, the same shall be necessary to maintain an aesthetically pleasing uniformity in the appearance of the exterior of the buildings and structures, or to promote public safety, or to prevent damage to or destruction of any other part of the Condominium Property, and then only after the Unit owner or owners having responsibility for the work shall have failed to have the same done within ten (10) days after a written demand therefor is served on such owner or owners. The Association may also, at its option and expense, maintain, clean, paint, finish, refinish, replace or refurbish any part of the Condominium Property as part of a general plan for the maintenance or improvement of all similar parts of the Condominium Property; at the expense of the Association. However, except as hereinafter provided, no single item of repair, restoration or replacement of the Common Elements or the Limited Common Elements, the cost of which to the Association shall exceed by Ten Thousand Dollars (\$10,000) or more the amount of insurance proceeds available to pay for such cost, and no addition to the Common Elements (other than permitted additions by the Unit owners, the cost of which shall not be a common expense) which shall cost in excess of Ten Thousand Dollars (\$10,000) shall be made unless the same has been authorized by the affirmative vote of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of all Unit owners.

Notwithstanding the foregoing, the maximum cost of Ten Thousand Dollars (\$10,000) that may be incurred without vote of Unit owners shall be increased, in any calendar year after the year 2002, by the percentage increase, if any, in the Consumer Price Index, All Urban Consumers ("CPI-U"), Bureau of Labor and Statistics, United States Government, or comparable index, if that index should be discontinued, from the index for the month of December 2001 to the level of that index for the month of December of the calendar year preceding the calendar year in which those costs are to be incurred.

ARTICLE X

ENVIRONMENTAL CONTROL

Section 1. Visible Articles and Improvements. (a) No article or object in public view shall be hung, placed, displayed or maintained in any part of the Condominium Property; (b) no building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property; and (c) no painting, finishing, refinishing or decorating of any door stoop, porch, concrete patio, wood deck, planting area, or other Limited Common Element, including the placement of new plantings therein, or of the exterior surface of any window or door in the perimeter wall of a unit, shall be done or performed; without written request to the Board and the obtaining of the express prior consent of the Board or its designated representative or representatives, in its or their unfettered discretion, or permitted by existing rule or regulation.

Section 2. Approvals. With regard to any such request, the Board shall adopt such requirements for submission of plans, specifications and other information, data, and documentation and other standards and procedures governing the review and approval process as it deems appropriate; provided, however, if the Board or its designated representative fails to approve or disapprove any such request within ninety (90) days after the submission of the request and all required plans, specifications, and other information, data, and documentation, approval will be deemed to have been given and this requirement will have been fully satisfied.

Section 3. Prior Installations. Notwithstanding the foregoing, the installation and continued maintenance of all improvements a part of the Condominium Property that have been made prior to the date of this Amended Declaration, whether to a Unit or to or in Common or Limited Common Elements, is hereby ratified and approved except for the front lighting and house numbers that were not in conformance with the regulations of the Condominium Association when installed.

ARTICLE XI

UTILITY SERVICES

Each Unit owner shall pay for utility services separately metered or separately charged by the utility company to that Unit, and shall 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 are common expenses and paid by the Association.

ARTICLE XII

INSURANCE: LOSSES

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain and maintain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, the Limited Common Elements, 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 which are customarily covered with respect to projects similar 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, or, if the policy does not include an "all risks" endorsement, a policy that includes the "broad form" covered causes of loss, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also:

(a) provide coverage for built-in or installed improvements, fixtures and equipment that are part of a Unit, and shall provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, and ceilings and floors, even though these improvements may be parts of Units;

(b) have (i) an agreed amount and inflation guard endorsement, when that can be obtained, (ii) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction; and, (iii) when applicable, a steam boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy);

(c) 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) 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) 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 insurance 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 guarantor, to the holders of first mortgages on Units;

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

(g) be paid for by the Association, as a common expense;

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

(i) 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) 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 the Association's cost and as a common expense, a commercial policy of general liability insurance covering all of the Common Elements, public ways and any other areas under the Association's supervision, and Units, if any, owned by the Association, even if leased to others, insuring the Association, the Directors, 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, for bodily injury, including

deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an 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 resulting from the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled 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 on a Unit.

Section 3. Fidelity Coverage. The Board shall not be required to but may elect to obtain and maintain, at the Association's cost and as a common expense, fidelity insurance providing coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity insurance policy must name the Association as the named 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 policy 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 policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights. Any management agent who handles funds of the Association shall maintain a policy of fidelity insurance providing coverage no less than that required of the Association, which insurance policy 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 "B" or better general policyholder's rating or a "6" or better financial performance index rating in *Best's Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in *Best's Insurance Reports—International Edition*, an "A" or better rating in *Demotach's Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in *Standard and Poor's Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in *Standard and Poor's International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

Section 5. Other Association Insurance. In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, 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 an 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 designated 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 respective 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 "tenants' 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 Directors, and all other Unit owners and occupants.

Section 8. Sufficient Insurance. In the event the improvements forming a part of the Common Elements 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 mortgagees, if they are entitled to do so pursuant to the provisions of this Amended 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 Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners and eligible mortgagees if they are entitled to do so pursuant to the provisions of this Amended 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 Elements 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 Elements. 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, the Association shall at all times maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

ARTICLE XIII

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL; TERMINATION

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a 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; Termination. The Association may, with the consent of Unit owners owning no fewer than twenty-four (24) Units, and the consent of eligible mortgagees hereinafter provided, both given within sixty (60) days after damage or destruction, determine not to repair or restore the damage or destruction, and to terminate the Condominium. In any 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, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, shall be 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 interests in the Common Elements.

Section 3. Rehabilitation and Renewal. The Association, by vote of Unit owners owning no fewer than twenty-two (22) Units, at a duly called and noticed meeting called specifically for the purpose of determining if the Condominium is obsolete in whole or in part and whether or not to have the same renewed, and rehabilitated, and the consent of eligible mortgagees hereinafter provided, may so determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. If so, the Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. The Condominium shall not be determined or deemed to be "obsolete" merely because of the necessity to make major repairs or replacements, such as, but not limited to, replacing roofs, replacing infrastructure, or repaving, items which shall be determined solely by the Board.

ARTICLE XIV

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as Director, shall represent the Unit owners in any 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 to 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, loss 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, or 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 any 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 owning no fewer than twenty-two (22) Units, and the consent of eligible mortgagees 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 the relative undivided interests of the Units in the Common Elements.

Section 4. Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any 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 equally among all other Units.

Section 5. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, 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 an interest, and is irrevocable.

ARTICLE XV

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 upon the Common Elements and an unrestricted right of access to and from his, her or its Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements and the Limited Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Each Unit owner shall be deemed to have delegated that Unit owner's right of enjoyment to the Common Elements and to ingress and egress to the occupants of that owner's Unit.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common Elements, 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. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the owners or occupants of a Unit no less than twenty-four (24) hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 3. Easements for Encroachments. Each Unit and the Common Elements and Limited Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Elements and Limited Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements; or by reason of errors on the Drawings. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

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

Section 5. Easements for Proper Operations. 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, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by owners and occupants.

Section 6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish, from time to time.

Section 7. General. Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided here in shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Amended Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

Section 8. Power of Attorney. Each present Unit owner, and each future owner by acceptance of a deed to a Unit, appoints the Association or its designated representative, as 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, licenses, permits, 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 and rights. 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.

ARTICLE XVI

ASSESSMENTS AND ASSESSMENT LIENS: RESERVE FUNDS

Section 1. Types of Assessments. Each present Unit owner and each future 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: (a) operating assessments, (b) special assessments for capital improvements, and (c) 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 and provide for 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) **Operating Assessments.**

(i) Prior to the beginning of each fiscal year of the Association the Board shall prepare a budget for that fiscal year, considering the following:

- a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association;
- b. that period's estimated costs for insurance premiums to be provided and paid for by the Association;
- c. that period's estimated costs for utility services not separately metered or charged to Unit owners;
- d. the estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but taking into account current funds on hand;
- e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained;
- f. that period's estimated costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, if any, 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; and
- g. funds on hand and estimated income from interest, rents and all other sources of income other than operating assessments.

(ii) The Board shall thereupon establish the amount anticipated to be needed from operating assessments during that fiscal year and allocate to each Unit that Unit's share thereof, prorated in accordance with each respective Unit's undivided interest in the Common Elements (that is, equally), and thereby establish the operating assessment for each separate Unit for that fiscal year. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(iii) The operating assessment shall be payable in advance, in equal quarterly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual, semiannual, or monthly increments. The due dates of any such installments shall be established by the Board, or, if it fails to do so, an equal monthly pro rata share of the annual operating assessment for a Unit shall be due the first day of each month.

(iv) 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.

(v) If assessments collected during any such period 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, or as reductions in future assessments, as determined by the Board, in its sole discretion, 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.

(i) In addition to the operating assessments, the Board may levy, at any time, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that, except as hereinafter provided, new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed Ten Thousand Dollars (\$10,000) without the prior consent of the owners of no fewer than twenty-two (22) Units and the consent of eligible mortgagees hereinafter provided. Notwithstanding the foregoing, the maximum cost that may be incurred without the prior consent of the owners of no fewer than twenty-two (22) Units and the consent of eligible mortgagees hereinafter provided shall be increased, in any calendar year after the year 2002, by the percentage increase, if any, in the CPI-U, or comparable index, if that index should be discontinued, from the index for the month of December 2000 to the level of that index for the month of December of the calendar year preceding the calendar year in which those costs are to be incurred.

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

(c) Special Individual Unit Assessments. The Board shall levy assessments against an individual Unit, or Units, and the owner or owners thereof, 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, and a Unit owner's interest, late charges, 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 hereto 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 if to be paid in installments, the due date of the first installment thereof. 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 installment or portion of any installment of an assessment is not paid within at least ten (10) days after the same is due, the entire unpaid balance of the assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

(b) If any installment or portion of any installment of an assessment is not paid within at least ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at such rate as the Board, from time to time, establishes by rule, or if the Board fails to establish a rate by rule, at the rate of ten percent (10%) per annum, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) charge the cost of collection, including attorney fees and other out-of-pocket expenses.

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

(d) At any time after any assessment or any installment of an assessment, or any portion of any installment of an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that assessment, including all future installments thereof, interest, late fees, and costs, including attorney fees, may be filed with the Delaware County Recorder, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification 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 assessments and charges, and shall be signed by the president or other chief officer of the Association.

(e) The lien provided for herein shall become effective from the time a certificate of lien or renewal certificate was duly filed therefor, and shall continue for a period of five (5) years 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.

(f) 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 Delaware County 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.

(g) Each such assessment together with interest, late fees, and costs, including attorney fees, shall also be the joint and several personal obligation of the Unit owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, or required by applicable law, 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 charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article.

(h) 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 attorney fees, bring or join in 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. The Association in any foreclosure action involving a Unit or Units shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(i) No claim of the Association for assessments and charges shall be subject to setoffs, off sets, or counterclaims.

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

(k) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium Property, and to continue to provide utility and security service, and, accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

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 the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner. The foregoing will not relieve any successor owner from the obligation for assessments accruing thereafter.

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 XVII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

Section 1. Notices. Any eligible mortgagee, upon written request to the Association (which request states the name and address of such eligible mortgagee and the Unit designation of the Unit on which it holds a mortgage), shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium organizational 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) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements), or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) hazard or fidelity insurance requirements; (x) imposition of any further restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit owner's right to sell or transfer that owner's Unit; (xii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium instruments; (xiii) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xiv) 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) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium organizational documents; (ii) substantial damage or destruction not be restored; (iii) the Condominium Property be renewed or rehabilitated; (iv) significant new capital improvements not replacing existing improvements be constructed; or (v) 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 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; (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of eligible mortgagees.

Section 2. Voting Rights. No action with respect to which eligible mortgagees are entitled to notice, as provided in subparagraphs (a) or (b) of Section 1 of this Article, may be taken without the consent of eligible mortgagees of Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium property, shall be taken without the consent of eligible mortgagees of Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible mortgagees appertain.

ARTICLE XVIII

AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Amended Declaration (or the other Condominium organizational documents) or the taking of any of the actions which require the consent of eligible mortgagees exercising fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible mortgagees, as provided elsewhere herein, shall, in addition to such consents of eligible mortgagees, require the consent of the owners of no fewer than twenty-two (22) Units. 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 Elements 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 Elements are restricted;

(b) the consent of owners of no fewer than twenty-four (24) Units shall be required to terminate the Condominium; and

(c) in any event, there is reserved to the Association, through its Board, the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed to and does give and grant to the Association, through its Board, a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by the Board), to amend the Condominium organizational documents to the extent necessary to correct typographical or factual errors or omissions the correction of which would not impair the interest of any Unit owner, mortgagee, insurer, or guarantor.

An eligible mortgagee of a Unit who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within thirty (30) days after receipt of the same, shall be deemed to have approved such request.

Section 2. Method to Amend. An amendment to this Amended Declaration (or the Drawings or the Amended Bylaws), adopted with the consents of Unit owners and eligible mortgagees hereinbefore required, shall be executed with the same formalities as to execution as this Amended Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Delaware County Auditor and Recorder.

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 Amended Declaration, the Association, 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 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 a subsequent violation, nor shall the doctrine of laches nor 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, and with respect to decisions made pursuant to authority granted thereunder, provided, 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, and provided, further, that neither the Association nor its Directors, officers, or other representatives, shall be liable to any Unit owner or occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit owner, occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association or such Director, officer or other representative. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or occupant that cannot be settled by agreement between them, no Unit owner or owners shall institute legal proceedings against the Association without first submitting the dispute to arbitration in accordance with and pursuant to the provisions of the arbitration law of the State of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

Section 3. Severability. Invalidity 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 Amended 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 Amended 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 Amended Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 4th day of December, 2001.

Signed and acknowledged
by all in the presence of:

Wayne Cubberly

(Print Name) WAYNE CUBBERLY

Richard L. Loveland

(Print Name) RICHARD L. LOVELAND

William Hilton

William Hilton, President

Laurel I. Stum

Laurel I. Stum, Secretary

THE VILLAGE AT MUIRFIELD
CONDOMINIUM ASSOCIATION

STATE OF OHIO FRANKLIN SS:
COUNTY OF FRANKLIN

This instrument was acknowledged before me by William Hilton, the President, and Laurel I. Stum, the Secretary, of The Village at Muirfield Condominium Association, an Ohio corporation not-for-profit, on or as of this 4th day of December, 2001.

Richard L. Loveland
Notary Public



RICHARD L. LOVELAND, ATTORNEY-AT-LAW
NOTARY PUBLIC, STATE OF OHIO
LIFETIME COMMISSION

EXHIBIT A

AMENDED DECLARATION
THE VILLAGE AT MUIRFIELD CONDOMINIUM

Property Description

Situated in the State of Ohio, County of Delaware, and City of Dublin, and being Units 1 through 29, inclusive, of The Village at Muirfield Condominium, as the same are numbered, designated, delineated and described in the Declaration of The Village at Muirfield Condominium recorded in Deed Record Volume 464, at page 275 et seq., and all recorded amendments thereto, and on the Drawings for The Village at Muirfield Condominium, filed in Plat Book 18, page 14 et seq., and all filed amendments thereto, all of the records of the Recorder of Delaware County, Ohio, together with the undivided interests of all of these Units in the common areas and facilities of The Village at Muirfield Condominium.

The foregoing description encompasses all property a part of The Village at Muirfield Condominium.

EXHIBIT B

AMENDED DECLARATION
THE VILLAGE AT MUIRFIELD CONDOMINIUM

Unit Information

<u>Unit Designation</u>	<u>Unit Address</u>	<u>Number of Rooms⁽¹⁾</u>	<u>Number of Baths</u>	<u>Gross Square Feet⁽²⁾</u>	<u>Undivided Interest</u>
1	5547 Camoustie Court	8	2½	3,786	1/29 th
2	5543 Camoustie Court	8	2½	3,786	1/29 th
3	5539 Camoustie Court	8	2½	3,786	1/29 th
4	5527 Camoustie Court	7	3½	3,636	1/29 th
5	5523 Camoustie Court	7	2½	3,979	1/29 th
6	5517 Camoustie Court	7	3½	3,272	1/29 th
7	5513 Camoustie Court	7	3½	3,406	1/29 th
8	5509 Camoustie Court	7	4½	4,552	1/29 th
9	5501 Camoustie Court	7	3½	3,432	1/29 th
10	5497 Camoustie Court	7	2½	3,178	1/29 th
11	5494 Camoustie Court	7	2½	4,074	1/29 th
12	5498 Camoustie Court	7	2½	3,400	1/29 th
13	5506 Camoustie Court	7	2½	3,486	1/29 th
14	5510 Camoustie Court	7	2½	3,486	1/29 th
15	5514 Camoustie Court	7	2½	3,486	1/29 th
16	5538 Camoustie Court	8	2½	3,886	1/29 th
17	5542 Camoustie Court	7	2½	3,774	1/29 th
18	5549 Aryshire Drive	8	2½	3,786	1/29 th
19	5545 Aryshire Drive	8	2½	3,786	1/29 th
20	5531 Aryshire Court	8	2½	3,992	1/29 th
21	5527 Aryshire Court	8	2½	3,786	1/29 th
22	5523 Aryshire Court	8	2½	3,914	1/29 th
23	5515 Aryshire Court	9	3½	4,384	1/29 th
24	5511 Aryshire Court	9	3½	4,134	1/29 th
25	5514 Aryshire Court	8	3½	4,134	1/29 th
26	5518 Aryshire Court	8	3½	4,034	1/29 th
27	5520 Aryshire Court	9	3½	4,484	1/29 th
28	5529 Aryshire Drive	7	3½	4,142	1/29 th
29	5525 Aryshire Drive	7	2 and 2 ¼ baths	4,270	1/29 th
TOTAL					29/29 ^{ths} or 100%

Notes:

⁽¹⁾ Number of rooms, excluding the basement, the garage areas, and bathrooms.

⁽²⁾ Includes space in living, garage and basement areas, bounded by the exterior surfaces of the perimeter walls enclosing these spaces. Total may vary from that shown on the Drawings because a different manner of calculation was used in them. Number of rooms and square foot calculations were determined as of the time the Unit was made a part of the Condominium, and may not be correct at the time of the filing of the Amended Declaration.

AMENDED BYLAWS

(Code of Regulations)

OF

**THE VILLAGE AT MUIRFIELD
CONDOMINIUM ASSOCIATION**

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AMENDED BYLAWS

(Code of Regulations)

OF

THE VILLAGE AT MUIRFIELD
CONDOMINIUM ASSOCIATION

ARTICLE I

NAME, LOCATION AND PURPOSES

The name of the Association is The Village at Muirfield Condominium 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 the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners' association for The Village at Muirfield Condominium. The purposes and principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of members and of the Directors (Board of Managers) of the Association shall be at such place in Delaware or Franklin County as the Board of Directors ("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 Amended Declaration of Condominium, ("the Amended Declaration"), recorded simultaneously herewith with the Recorder of Delaware County, Ohio.

ARTICLE III

UNIT OWNERS: MEMBERS

Section 1. Composition. Each Unit owner, as defined in the Amended Declaration, and their spouses, are members of the Association.

Section 2. Annual Meetings. Regular annual meetings of the members shall be held on the first Tuesday in December of each year, or on such other date within one month thereafter, and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board, or upon written request of owners of no fewer than eight Units, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written or printed notice of each meeting of members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by electronic delivery or by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each member entitled to vote at such meeting, addressed to the member's address or electronic mailing address, as appropriate, last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting, and not more than thirty (30) days prior to the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of members, the specific motion or motions (other than procedural) to be voted upon.

Section 5. Conduct of Meetings. All meetings of the members shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Section 6. Quorum; Adjournment. The Unit owners present, in person or by proxy, at any duly called and noticed meeting of members, shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of 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 7. Voting Rights. Each Unit owner shall be entitled to one vote for each Unit owned in fee simple, and, in the case of a Unit owned by more than one person, a proportionate part of a vote for ownership of an undivided fee simple interest in that 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. A Unit owner's spouse, as a member, shall not solely by reason of being a member have any voting rights in the Association unless the Unit owner has given the spouse a power of attorney or the spouse is a trustee for the spouse. The Board, from time to time, may suspend voting rights with respect to a Unit for failure, with respect to that Unit, to pay assessments when due or of its owners or occupants to observe other of the terms hereof, the Amended Declaration, or rules and regulations.

Section 8. 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 9. Proxies. At any meeting of Unit owners, a Unit owner (or spouse on behalf of the Unit owner) may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Unit owner, or spouse, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 10. Action In Writing Without Meeting or As Otherwise Permitted By Ohio Law. 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 (including electronic), of all Unit owners or their proxies.

ARTICLE IV

BOARD OF DIRECTORS: (BOARD OF MANAGERS)

Section 1. Number and Terms. There are presently seven Directors (called "Managers" prior to the adoption of the Amended Declaration and these Amended Bylaws) consist of seven individuals, three of whom (or their appointed successors) to have terms that expire at the end of the annual meeting of members of the Association in the year 2001, and the other four of whom (or their appointed successors) to have terms that expire at the end of the annual meeting of members of the Association in the year 2002. Those Directors who have not died, resigned, or been removed, shall continue in office for the term for which they were elected. At the annual meeting of members in the year 2002, and at each annual meeting of members thereafter, the Unit owners shall elect to two year terms that number of Directors whose terms expire at the end of that annual meeting, and, in the case of a Director who has died, resigned, or been removed, a Director to replace that Director for the balance of that Director's term. Notwithstanding the foregoing, by unanimous resolution, the Board of Directors may reduce the number of Directors to five as a minimum or increase the number of Directors to seven, depending upon the interest of Unit owners in serving on the Board of Directors.

Section 2. Removal. In the event of the death, resignation or removal of a Director, that Director's successor may be selected by the remaining members of the Board and, if so, shall serve until the next annual meeting of members, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Unit owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. If the Board fails to do so, the Board, for all purposes, shall consist, and be deemed to consist, of only the remaining Directors until the next election of Directors.

Section 3. Qualification. To qualify for nomination, election or appointment as a Director, the prospect must be an individual who is a Unit owner, co-owner of a Unit, a spouse of an owner or co-owner, or a designated officer of an entity that is a Unit owner or co-owner, and such Unit owner or co-owner, or owner of the Unit of which the proposed Director is a spouse or of which the proposed Director is a designated officer, must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

Section 4. Nomination. Nominations for the election of Directors to be elected by the Unit owners shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its discretion, determine, but, if possible, no fewer than the number of vacancies that are to be filled.

Section 5. Election. Unless there are no more nominees than vacancies, 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 Amended 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 Director shall receive compensation for any service rendered to the Association as a Director. However, any Director 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 Directors, after not less than three days notice to each Director. Notice may be by electronic device.

Section 9. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other and participate, shall constitute a quorum for such meeting.

Section 10. Voting Power. Each Director 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 Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 9, above, 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 of the Directors.

Section 12. Powers and Authority. The Board shall exercise all powers and have all 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 Amended Declaration;
- (c) enforce the covenants, conditions and restrictions set forth or described in the Amended Declaration;
- (d) repair, maintain, replace and improve the Condominium Property as permitted or required by the Amended Declaration to be performed by the Association;
- (e) establish, enforce, levy and collect assessments, late fees, delinquent interest, and such other charges as are provided for in the Amended Declaration;
- (f) adopt and publish rules and regulations governing the use of the Condominium Property 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 with respect to a Unit during any period in which the owner or owners thereof shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, 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 Director to be vacant in the event such Director 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 any such loan; 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 owners of fifteen (15) or more Units;

- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) cause an annual budget to be prepared;
- (d) as more fully provided in the Amended Declaration, to establish, levy, enforce and collect assessments;
- (e) 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;
- (f) procure and maintain insurance and bonds as provided in the Amended Declaration, and as the Board deems advisable;
- (g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Amended Declaration;
- (h) cause the restrictions applicable to the Condominium Property to be enforced; and
- (i) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

Section 14. Delegation of Authority; Management Contracts. 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 by either party without cause and without penalty, on written notice of ninety (90) days or less; shall not exceed one (1) 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 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 other than the President need be a member of the Association, nor need any officer be a Director. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Amended Declaration or by law, the officers of the Association shall be appointed by the Board, from time to time, to serve until the Board appoints their successors.

Section 3. Special Appointments. The Board may appoint 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 members, and file certificates of continued existence, as required by law, 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 keep appropriate current records showing the names of members together with their addresses, 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, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the members at annual meetings, and the delivery or mailing of a copy of each to a Unit owner upon a Unit owner's written request.

ARTICLE VI

COMMITTEES

The Board shall 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 current copies of the Amended Declaration, Amended Bylaws and rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon written request to the Association, for inspection by Unit owners, lenders, and the holders, insurers and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Amended Declaration, Amended Bylaws, other rules and regulations, and the most recent annual audited financial statement, if such is prepared, upon written request and at their cost.

ARTICLE VIII

AUDITS

The Association (through its Board) shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year when deemed desirable by the Board, and, in any event, upon the affirmative vote of the owners of fifteen (15) or more Units.

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 on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X

INDEMNIFICATION

Section 1. Third Party Actions. The Association shall indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Association, by reason of the fact that the person is or was a Director or officer of the Association or is or was serving at the request of the Association as a director, trustee, officer or employee of another domestic or foreign non-profit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if that person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, if that person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, a presumption that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Derivative Actions. The Association shall indemnify any person who is or was a party or threatened to be made a party to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another domestic or foreign non-profit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith, and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such person is finally adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless, and only to the extent that the Court of Common Pleas or the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Common Pleas or such other court considers proper, and (b) any action or suit in which liability is asserted against a Director pursuant to Section 1702.55 of the Ohio Revised Code.

Section 3. Rights After Successful Defense. To the extent that a Director, officer, or employee has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in the preceding sections, and in defense of any claim, issue, or matter in such an action, suit or proceeding, he or she shall be indemnified against expenses (including attorney's fees) he or she actually incurred in connection with that action, suit or proceeding.

Section 4. Other Determinations of Rights. Unless ordered by a court and subject to the provisions of paragraph 3 of this Article, any indemnification under Sections 1 and 2 of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the Director, officer or employee is proper under the circumstances because he or she has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Article. Such determination shall be made by (a) the Court of Common Pleas or the court in which the action, suit, or proceeding referred to in paragraph 1 or 2 of this Article was brought, or (b) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraph 1 or 2 of this Article, or (c) in a written opinion by independent legal counsel (meaning a lawyer who is not a Director, officer, or employee of the Association, and is not a partner or professional associate of a Director, officer, or employee of the Association), if a majority of a quorum of disinterested Directors so directs or (d) by a committee (selected

by the Board of Directors) of three or more persons (excluding any person involved in the matter) who are, to the extent possible, members of the Association, provided that such indemnity in case of a settlement shall not be allowed by such committee unless independent legal counsel finds that such settlement is reasonable in amount and in the best interest of the Association. If independent legal counsel is used, he or she shall be compensated by the Association.

Section 5. Indemnification of Agents, Employees, and Other Representatives. The Association may, from time to time, and in its sole discretion, indemnify any person who is or was an agent, employee, or other authorized representative of the Association, or is or was serving at the request of the Association as a director, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of that person's status as such, in the same manner and to the same extent as provided herein for Directors and officers of the Association.

Section 6. Indemnification of Directors. Expenses incurred by a Director of the Association in defending any action, suit or proceeding referred to in Sections 1 or 2 of this Article, except any action, suit or proceeding brought pursuant only to Section 1702.55 of the Ohio Revised Code, shall be paid by the Association. Upon request of the Director, and in accordance with Section 7 of this Article, such expenses shall be paid by the Association as incurred. However, expenses incurred by a Director in defending an action, suit, or proceeding shall not be paid by the Association upon final disposition of the action, suit, or proceeding, or if paid in advance shall be repaid by the Director, if it is proved, by clear and convincing evidence in a court with jurisdiction, that the act or omission of the Director was one undertaken with a deliberate intent to cause injury to the Association or was one undertaken with a reckless disregard for the best interests of the Association.

Section 7. Advances of Expenses. Expenses of each person indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the Director, officer, or employee, to repay such amount, if it is ultimately determined that he or she is not entitled to be indemnified by the Association.

Section 8. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, and shall be in addition to any other rights granted to those seeking indemnification, as a matter of law or under these Articles, the regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, and shall continue as to a person who has ceased to be a Director, officer, or employee and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 9. Purchase of Insurance. The Association may purchase and maintain insurance, or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, for or on behalf of any person who is or was a Director, officer, agent, or employee of the Association, or is or was serving at the request of the Association as a director, trustee, officer or employee of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of that person's status as such, whether or not the Association would have the power to indemnify that person against such liability under the provisions of this Article or of the Ohio Nonprofit Corporation Law. Insurance may be purchased from or maintained with a person in which the Association has a financial interest.

ARTICLE XI

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the 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 Delaware County Recorder.

IN TESTIMONY WHEREOF, the undersigned, the president and secretary of The Village at Muirfield Condominium Association, certify that these Amended Bylaws were duly adopted by its members, effective on or as of the 4th day of DECEMBER, 2001.


William Hilton, President


Laurel Israel Stum, Secretary

THE VILLAGE AT MUIRFIELD
CONDOMINIUM ASSOCIATION

RECEIVED

JAN 11 2006

DELAWARE CO. AUDITOR
3:30pm

**CONFORMING AMENDMENT TO THE
DECLARATION AND BYLAWS OF
THE VILLAGE AT MUIRFIELD
CONDOMINIUM FOR PURPOSES OF
BRINGING THE DOCUMENTS INTO
COMPLIANCE WITH CHAPTER 5311 OF
THE OHIO REVISED CODE**

200600001504
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW D BRENNER
01-11-2006 At 03:38 pm.
DECLARATION 56.00
DR Book 681 Page 288 - 292

200600001504
LAURIE STURM
5511 ARYSHIRE CT
DUBLIN, OH 43017

CERTIFICATE OF AUDITOR

A copy of this Conforming Amendment to the Declaration and Bylaws for The Village at Muirfield Condominium was filed with this office on Jan 11, 2006.

Delaware County Auditor

Todd A. Hanks

By

Stines

Deputy Auditor

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

**CONFORMING AMENDMENT TO THE DECLARATION AND BYLAWS
OF THE VILLAGE AT MUIRFIELD CONDOMINIUM**

This Conforming Amendment to the Declaration and Bylaws of The Village at Muirfield Condominium is made on or as of this 6th day of December, 2005.

RECITALS

A. The Village at Muirfield Condominium (the "Condominium") is a duly constituted condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Act"), and governed by the provisions of the Amended and Restated Declaration and Bylaws of The Village at Muirfield Condominium (the "Amended Declaration and Bylaws") recorded in Official Record Volume 0161, at page 2195 et seq., records of the Recorder of Delaware County, Ohio.

B. On or about July 20, 2004, the provisions of Am. Sub. H.B. No. 135 became effective substantially amending the Act.

C. Pursuant to the provisions of Section 5311.05 (E)(1)(c) of the Act, as amended, the undersigned officers of The Village at Muirfield Condominium Association hereby certify that this Conforming Amendment has been promulgated and duly adopted by the Board of Directors according to the provisions of the Act, the Declaration, and Bylaws.

D. The purpose of this Conforming Amendment is to bring the Amended Declaration and Amended Bylaws into compliance with the Act as amended and effective on July 20, 2004.

AMENDMENTS

NOW THEREFORE, the undersigned officers of The Village at Muirfield Condominium Association hereby certify that the Board of Directors has adopted, pursuant to the provisions of Section 5311.05(E)(1)(c) of the Act, as amended, the following amendments to the Amended Declaration and Amended Bylaws:

TO THE AMENDED DECLARATION

ARTICLE XVI, Section 5(a) (on page 21):

There is added to this subsection the following:

"The Association shall credit all payments received from a Unit owner in the following order of priority: 1st to interest; 2nd. to administrative late fees; 3rd. to collection costs, attorney fees, and paralegal fees; and 4th. to the amounts owed to the Association for assessments, general and special, and any other charges owed to the Association."

ARTICLE XVI, Section 5(d) (on page 21):

(1) The term "chief officer" in the last sentence is deleted and the term "designated representative" is inserted in place thereof.

(2) The following is added at the end of this subsection:

"The lien amount may include all assessments chargeable against the Unit, interest, administrative late fees, collection costs, attorney fees, paralegal fees, and any other charges owed to the Association."

ARTICLE XVIII, Section 1 (on page 24):

A new paragraph is added after subsection (c), providing as follows:

"In addition to the foregoing, the Board, without a vote of Unit owners, may amend the Declaration in any manner necessary for any of the following purposes:

- a. to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters;
- b. to bring the Declaration into compliance with requirements of the Condominium Act;
- c. to correct clerical or typographical errors in this Declaration or an exhibit or amendment hereto; and
- d. to designate a successor to the Person named to receive service of process for the Association, provided, the naming of a successor need not be by amendment hereto if the change of statutory agent is appropriately filed with the Ohio Secretary of State."

TO THE AMENDED BYLAWS

ARTICLE IV, Section 10 (on page e):

This section is amended by deleting the language "means of communications equipment if all persons participating can hear each other and participate" and replacing the deleted language with the following:

"any method of communication, including electronic, telephonic, by computer, or otherwise, as long as each member of the Board can hear, participate, and respond"

ARTICLE IV, Section 13 (on page e):

This section is amended by deleting the word "and" at the end of subsection (h), by adding the word "and" at the end of subsection (i), and adding the following subsection:

"(j) prior to imposing a charge for damages or an enforcement charge as permitted by the Act, the Board of Directors shall give the Unit Owner or Owners written notice that includes:

- (i) a statement of the facts giving rise to the proposed charge, including, if applicable, a description of the property damaged, or the violation of the restriction, rule or regulation allegedly violated;
- (ii) the amount of the proposed charge;
- (iii) a statement that the Unit owner has a right to a hearing before the Board to contest the proposed charge by delivering to the Board a written notice requesting a hearing within ten days after the Unit owner receives written notice of the proposed charge; and
- (iv) in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Unit owner must cure the alleged violation to avoid the proposed charge.

For these purposes in addition to operating assessments, interest, late charges, and collection costs are not and shall not be considered "charges" which are subject to the provisions of this subsection (j)..

The notice by the Board given pursuant to the foregoing may be delivered personally to the Unit owner proposed to be charged, or an Occupant of that owner's Unit, or by certified mail, return receipt requested, or by regular mail to the Unit owner. In the event after such hearing the Board determines to levy the charge or enforcement assessment proposed, the Board shall deliver to the Unit owner written notice thereof within thirty (30) days of the date of that hearing."

ARTICLE VII (on page f):

Article VII is deleted in its entirety and replaced by the following:

"ARTICLE VII

BOOKS AND RECORDS; NOTIFICATION

The books, records and financial statements of the Association, including current copies of the Amended Declaration, Amended Bylaws, Articles and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Units, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to standards governing the type of

documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Act or the disclosure of which is prohibited by the laws of the State of Ohio or of the United States of America. During normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Amended Declaration, Amended Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after a Unit owner obtains a Unit, the owner shall provide the Board with the following information: 1. the home address, home and business mailing addresses, and home and business telephone numbers of the Unit owner and all occupants of the Unit; and 2. the name, business address, and business telephone number of any Person who manages the owner's Unit as an agent of that owner. In addition, within thirty (30) days after a change in any of the above information, a Unit owner shall notify the Association of the change, in writing to the Board. When the Board requests a Unit owner shall verify or update the information."

This Conforming Amendment shall be effective upon the filing hereof with the Delaware County Auditor and recording with the Delaware County Recorder. The owner of any Unit may commence a declaratory judgment action to have all or any part of this Conforming Amendment declared invalid as violative of the Act, as amended; provided that (a) only those owners that owned a Unit at the time that this Conforming Amendment was recorded shall have standing to contest the validity of the provisions hereof, and (b) any challenge made by a Unit owner to all or any part of this Conforming Amendment shall be filed in the Delaware County Common Pleas Court within one year from the date of the recording hereof.

IN TESTIMONY WHEREOF, the President, and Secretary of The Village at Muirfield Condominium Association have hereunto set their hands this _____ day December 2005.

**THE VILLAGE AT MUIRFIELD
CONDOMINIUM ASSOCIATION**

Donna Garrett
Donna Garrett, President

Laurel Israel Sturm
Laurel Israel Sturm, Secretary

STATE OF OHIO
COUNTY OF DELAWARE, SS:

The foregoing instrument was executed before me this 12th day of December, 2005, by Donna Garrett, the President, and by Laurel Sturm, the Secretary, of The Village at Muirfield Condominium Association, as such officers and on its behalf, who certified the adoption of the foregoing amendments as stated therein.



RUTH KIRKPATRICK
Notary Public, State of Ohio
My Commission Expires 04-20-07

201000015018
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW D BRENNER, RECORDER
06-10-2010 At 03:26 PM.
DECLAR AMEN 40.00
OR Book 971 Page 2207 - 2209

201000015018
JOANN CUBBERLY
VILLAGE AT MUIRFIELD CONDO
5506 CARNOUSTIE CT
DUBLIN OH 43017

Please Index as an Easement
From The Village at Muirfield Condominium Association
To the Unit Owners and as
An Amendment to the Declaration for the Condominium
Recorded at Deed Book 464, Page 275

Deed of Non-Exclusive Easement

Background

The Village at Muirfield Condominium Association (the "Association") is the association created for, and empowered to, manage the Village at Muirfield Condominium (the "Condominium") pursuant to the declaration and drawings creating such Condominium, of record at Deed Book 464, Page 275, October 3, 1984, and Plat Book 18, Page 14, respectively, in the Delaware County, Ohio Records. From 1985 through 1998, subsequent amendments to the Declaration of the Condominium were approved and filed until a new Amended and Restated Declaration and Bylaws of the Condominium was approved by all Unit Owners and subsequently filed on January 2, 2002 and recorded at Deed Rec. Vol. 161, Pages 2195-2238. A Conforming Amendment to the Amended and Restated Declaration was also filed January 11, 2006 and recorded at Deed Rec. Vol. 681, Pages 288-292.

The Amended and Restated Declaration provides for every Unit Owner to have a right and easement for enjoyment of the Common Elements for unrestricted access to their respective Units. The Board of Directors believes that such right of access includes, without limitation, the right to come upon the Common Elements (which "Common Elements" includes, under Ohio law, the portions thereof as are designated "Limited Common Elements" in the Declaration, Drawings, and Plats) for the purpose of maintaining their Units, traversing such Limited Common Elements with guests, invitees, personal property, etc., and generally using such areas in a manner which does not damage the same or unreasonably interfere with the rights of any Unit Owner to use the Limited Common Elements appurtenant to such Owner's Unit.

In order to ensure the full enjoyment by all Unit Owners of the foregoing rights, the Board is granting the following easement, pursuant to the rights vested in the Association, acting through its Board of Directors, to grant easements in, over, through, and upon the Common Elements, all in accordance with the provisions of ORC §5311.081(B)(10).

Grant of Non-Exclusive Easement

The Village at Muirfield Condominium Association (the "Grantor") hereby grants to all Unit Owners, for the use and enjoyment of all Owners and Occupants of Units at the Village at Muirfield Condominium and their guests and invitees, a perpetual, non-exclusive easement to come in, over, through and upon the Common Elements (including, without limitation, all portions thereof as are designated "Limited Common Elements" in the Declaration, Drawings, and Plats) for the purpose of maintaining their Units, traversing such Limited Common Elements with guests, invitees, personal property, etc., and generally using such areas in a manner which does not damage the same or unreasonably interfere with the rights of any Unit Owner to use the Limited Common Elements appurtenant to such Owner's Unit.

In the event that the maintenance, repair or replacement of an Owner's Unit or Limited Common Elements appurtenant to such Unit, requires coming upon the Limited Common Elements appurtenant to another Owner's Unit, they shall use their best efforts to give such other Owners or Occupants at least 24-hours' notice, except in the case of emergency, and shall endeavor to avoid unreasonable interference with such other Owner's or Occupant's use thereof.

In witness whereof, the Board of Directors have caused this instrument to be executed in its behalf on this 8 day of June, 2010.

The Village at Muirfield Condominium Association

By Donna Jarrett
DONNA JARRETT, President

By Jo Ann Cubberly
JO ANN CUBBERLY, Secretary

State of Ohio

County of Delaware, SS:

Before me, a notary public, personally appeared Donna Jarrett, and Jo Ann Cubberly, the President and Secretary, respectively, of The Village at Muirfield Condominium Association, the Grantor in the foregoing instrument, who acknowledged the execution of this instrument to be their free acts and deeds on behalf of the Association, for the uses and purposes set forth herein.

8th In witness whereof, I have hereunto set my hand and affixed my official seal on this day of June, 2010

Donna F. Stevenson
Notary Public

This instrument prepared by:
Kenton L. Kuehnle
Attorney at law



DONNA F. STEVENSON
Notary Public, State of Ohio
My Commission Expires April 29, 2013