

ARTICLE IV

OWNERS' ASSOCIATION OF REDDINGTON VILLAGE CONDOMINIUM

(A) Membership. Declarant shall cause to be formed an Ohio corporation not for profit to be called REDDINGTON VILLAGE CONDOMINIUM OWNERS' ASSOCIATION, INC. which shall administer the Condominium Property. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. The Board of Directors and officers of the Association elected as provided in the Bylaws shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the Bylaws and by this Declaration upon the Association, except as otherwise specifically provided; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or a member of the Board of Directors, solely in his capacity as an officer or a member of the Board of Directors, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws.

(B) Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws and each owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, and the Rules, decisions, and resolutions of the Association or its representative, and failure to comply with any of the foregoing shall be grounds for an action to recover sums due for damages, or for injunctive relief.

(C) Service of Process. Service of summons or other process upon the Association may be made in accordance with the provisions of the Ohio Revised Code, Section 5311.20. The President of the Association shall be designated as the Association's statutory agent and shall be a resident of the Condominium and a Unit Owner. Until such time as a statutory-agent is designated, service may be made upon Eriech J. Horvath, 2052 Cherry Valley Road, Newark, Ohio 45033. When and after the Association is lawfully constituted the statutory agent thereof shall be the person to receive service of process, and his name and address (and that of each successor) shall be filed with the Ohio Secretary of State on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit. Notwithstanding the foregoing, the Declarant reserves the right to designate a statutory agent to the extent permitted by the Act.

ARTICLE V

ASSESSMENTS

(A) General. Assessments for the management, maintenance, repair and insurance of the Common Elements and amounts determined by the Board of Directors of the Association for the establishment and maintenance of the reserve fund to meet the cost and expense of repair and replacement of the Common Elements together with the payment of the

Common Expenses, shall be made in the manner provided herein, and in the manner provided in the Bylaws.

(B) Division of Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses. The proportionate shares of the separate owners of the respective Units in the Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses of the operation of the Condominium Property is based upon the par value of such Units expressed in Exhibit D, attached hereto and made a part hereof. The acquisition or occupancy of any Unit shall be conclusive evidence against the owner or occupant thereof that the percentage set forth opposite each Unit in Exhibit D of this Declaration is in the proportion that the par value of the Unit bears to the aggregate par value of all Units on the date this Declaration is filed for record, or the date an amendment to this Declaration is filed for record pursuant to Article X hereof, and the proportionate share of profits and expenses of each Unit Owner shall be in accordance with said percentages set forth in Exhibit D.

(C) Non-Use of Facilities. No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of the Common Elements, or by the abandonment of his Unit.

(D) Lien of Association. The Association shall have the right to place a lien upon the estate or interest in any Unit of the owner thereof and his undivided interest in the Common Elements for the payment of the portion of the Common Expenses chargeable against such Unit which remains unpaid for ten (10) days after such portion has become due and payable by filing a certificate with the Recorder of Licking County, Ohio, pursuant to authorization given by the Board of Directors of the Association. The certificate shall contain a description of the Unit, the name or names of the record owner or owners, and the amount of the unpaid portion of the Common Expenses. The lien is valid for a period of five (5) years from the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit during the period he has an ownership interest therein, and any Common Assessment not paid within ten (10) days after the same shall become due and payable, shall bear interest at the maximum rate allowed by law until such time as the Common Assessment has been paid in full and the Association shall be entitled to levy against the delinquent Unit Owner a service charge of five percent (5%) of the amount of the delinquent payment in order to defray the administrative costs of collection and court costs and reasonable attorneys fees.

(E) Priority of Association's Lien. The lien provided for in Section (D) of this Article V is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages that have been filed for record. The lien provided for in Section (D) of this Article V may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its President or any other officer pursuant to authority granted by the Board of Directors. In the foreclosure action, the Association, or its agent, duly authorized by action of the Board of Directors, is entitled to become a purchaser at the foreclosure sale. Suit to recover for unpaid Common

Expenses shall be maintainable without foreclosing or waiving the lien securing payment of the same.

(F) Dispute as to Common Expenses. A Unit Owner who believes that the portion of Common Expenses chargeable to his Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Unit may commence an action for the discharge of the lien in the Court of Common Pleas for Licking County, Ohio. In the action, if it is finally determined that the portion of Common Expenses has been improperly charged to the owner or his Unit, the court shall make an order as is just, which may provide for a discharge of record of all or a portion of the lien.

(G) Non-Liability of Judicial Sale Purchaser for Past Due Common Expenses. Where the mortgagee of record or other purchaser of a Unit acquires title to the Unit as a result of a judicial sale resulting from litigation, or where the mortgagee of a first mortgage of record in lieu of the foreclosure of its mortgage acquires title to the Unit by accepting a deed to the Unit, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or other assessments by the Association chargeable to such Unit which become due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from the owners of all of the Units, including the Unit of such acquirer, his heirs, executors, administrators, successors or assigns at the time the first assessment next following the acquisition of title to such Unit by such acquirer.

(H) Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, other than by deed in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors of the Association setting forth the amount of all unpaid assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE VI

INSURANCE AND RECONSTRUCTION

(A) Casualty Insurance. The Association, as a Common Expense, shall obtain for the benefit of the Association, all of the Unit Owners and their respective mortgagees, as their interests may appear, and thereafter maintain in full force and effect at all times, insurance (except such insurance as may be separately provided for by a Unit Owner pursuant to Article VI(C) of this Declaration) on the following (comprising and being hereinafter referred to as the "Insured Property"): All structures (other than Units) and improvements and facilities now and at any time hereafter constituting a part of the Common Elements of the Condominium Property and all personal property owned by the Association. The insurance shall afford protection

against loss or damage by fire, lightning and such other perils as are now or hereafter covered by the standard form extended coverage endorsement commonly issued in Licking County, Ohio and such other risks as from time to time customarily shall be covered with respect to buildings, structures, improvements and facilities similar in construction, location and use as the buildings, structures, improvements and facilities comprised as part of the Condominium Property, including without limitations, vandalism, malicious mischief, windstorm, plate glass and water damage, subject to such deductible amounts not in excess of Five Thousand Dollars (\$5,000.00) as the Board shall determine. The casualty insurance shall be in an amount equal to not less than one hundred percent (100%) of the full replacement cost of the Insured Property, exclusive of excavations and foundations and exclusive of individual Units which shall be separately insured by Unit Owners as provided in Article VI(C) of this Declaration. The amount of casualty insurance shall be reviewed annually and adjusted if necessary. The cost of an appraisal shall be a Common Expense. The casualty insurance shall provide (1) for the issuance of certificates of insurance to the Unit Owners, (2) for the issuance of certificates of insurance to the holders of mortgages on the Units, (3) that for the purpose of such insurance, improvements to Units made by Unit Owners shall not affect the valuation of the Insured Property, (4) for the payment of claims without apportionment or contribution, as though no other policy existed, (5) that the insurer waives all defenses based upon the "increase in hazard" provision, co-insurance, invalidity arising by acts of an insured, or similar defenses and waiving the so-called "vacancy" clause, (6) that the insurer waives its right of subrogations against Declarant, Unit Owners, the Association, any managing agent and their respective families, agents, tenants, guests and employees and all persons lawfully in possession or control of any part of the Condominium Property, (7) that the insurer waives its right to elect to restore the Condominium Property, or any part thereof, in lieu of making a cash settlement in the case of the termination of this Condominium as provided for in this Declaration or pursuant to the provisions of the Act, and (8) that coverage under such insurance will not be terminated, cancelled or materially modified without thirty (30) days' prior written notice to all insureds, including each mortgagee holding a mortgage encumbering a Unit. The Association shall pay the premiums for the insurance herein required at least thirty (30) days prior to the expiration date thereof. Certificates of such insurance, together with proof of payment of the premium therefor, shall be delivered by the Association to each Unit Owner and its respective mortgagee(s) at least ten (10) days prior to the expiration of the then current policy(s). Furthermore, the Association shall have the right, but not the obligation, to insure portions of a Unit and the provisions of this Article VI shall not invalidate any such insurance.

(B) Insurance Beneficiaries. All casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagee(s), as their respective interest may appear. The casualty insurance policies shall provide that all proceeds payable as a result of losses shall be paid to the Association as trustee for the Unit Owners and their respective mortgagees.

(C) Unit Owners' Insurance. Each Unit Owner or Occupant may separately carry such insurance in addition to that provide by the Association as that Unit Owner may desire. However, no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered the insurance purchased by the Association. Should any Unit Owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, and/or failure to have the proceeds

of such other insurance payable pursuant to the provisions of Article VI(A) of this Declaration 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 such diminution and/or loss of proceeds. Any such insurance policy(s) shall contain the waiver of subrogation provisions referred to in Article VI(A) of this Declaration.

(D) Insurance Prior to Formation of Association. Notwithstanding the foregoing, until the Association is formed, the insurance required to be procured by the Association shall instead be procured by the Declarant.

(E) Liability Insurance. The following provisions shall govern in respect of liability insurance:

(1) The Association, as a Common Expense, shall purchase a policy or policies of comprehensive liability insurance, and thereafter maintain the same in full force and effect at all times, insuring the Association, the Board, the managing agent, if any, the Unit Owners, and Occupants of Units other than Unit Owners against liability for bodily injury (including death) or property damage occurring upon, in or about, or arising from the Common Elements; such insurance shall afford protection to a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to bodily injury suffered by any one (1) person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one (1) such occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property. Such liability insurance shall contain a cross-liability endorsement to cover liability of one insured to the other.

(2) Such comprehensive liability policy shall not insure against liability for bodily injury or property damage occurring within an individual Unit. A Unit Owner may carry such additional personal liability insurance as they may desire.

(3) Notwithstanding the foregoing, until the Association is formed, such comprehensive liability insurance to be procured by the Association shall instead be procured by the Declarant.

(F) Additional Insurance. The Association shall also obtain such other insurance as the Board in its discretion may determine.

(G) Damage or Destruction. The following provisions shall govern in the event of any damage or destruction to the Insured Property:

(1) In the event of any damage or destruction of any of the Insured Property, if the proceeds of any policy or policies insuring against such damage or destruction and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction, shall be undertaken by the Association and the insurance proceeds shall be applied in payment therefor; provided, however, that in the event, within

ninety (90) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to Article VI(G)(3) of this Declaration shall elect not to repair, restore or reconstruct, then such repair, restoration or reconstruction shall not be undertaken.

(2) In the event the damage or destruction of the Insured Property shall be attributed to any cause or peril which is not insured against, or if insured against, the insurance proceeds shall not be sufficient to pay the cost of repair, restoration or reconstruction, then (unless the Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Article VI(G)(3) of this Declaration, elect not to repair, restore or reconstruct such Insured Property) such deficiency shall be provided either by means of Common Assessments or by means of an appropriation from the reserve maintenance fund, or such other fund as may be established for the purpose of providing for the restoration and replacement of the Common Elements or any combination of the foregoing methods, as the Board in its sole discretion may determine.

(3) In the event any damage or destruction renders seventy-five percent (75%) or more of the Units uninhabitable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to repair, restore or reconstruct the Insured Property at a meeting which shall be called within sixty (60) days after the occurrence of the casualty. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property, the net proceeds of the sale together with the net proceeds of insurance, if any, on the Common Elements, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged. Upon payment to a Unit Owner, all interest of the Unit Owner in the Condominium Property shall terminate, and the Unit Owner shall execute and deliver any and all documents or instruments as may be reasonably requested by the Association to evidence such termination. Moreover, in the event of any such sale of the Condominium Property, the members of the Board are hereby authorized to execute and deliver, on behalf of the Association and all of the Unit Owners, any instruments necessary or required to effect such sale or sales and each Unit Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

(4) Immediately after any damage or destruction to all or any part of the Condominium Property which is required to be covered by insurance carried by the Association in accordance with the provisions of Article VI(A) of this Declaration, and Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair, restoration or reconstruction of the

damaged or destroyed property. Such costs may include professional fees of attorneys, public insurance adjusters and others and premiums for bonds. Repair, restore or reconstruct, as used in this subsection (G)(4), means repairing, reconstructing or restoring the Insured Property to substantially the same condition to which it existed prior to such damage or destruction. Each Unit Owner upon acquisition of title to their Unit, shall be deemed to have delegated, to the Declarant, prior to the formation of the Association, and thereafter to the Board, or their respective agents, their right to adjust with insurance companies all losses under the casualty insurance required to be carried by the Association pursuant to Article VI(A) of this Declaration.

(5) Except as otherwise provided in Article VI(G)(3) of this Declaration, if all or any part of the Insured Property shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Drawings.

(6) With respect to all policies of insurance obtained by the Association and by the Unit Owners, the Association and each Unit Owner do hereby waive (to the extent permitted by such policy, but only to the extent of the proceeds payable in connection therewith) all rights of recovery and causes of action against each other, the Unit Owners, the members of the family of each Unit Owner and his tenants and any other Occupants of the Condominium Property, the Association, the Board, and any managing agent, for any loss which may result from any of the perils insured against under any such policies; and each such policy shall provide for a release by the insurance company issuing such policy of such of its rights of subrogation thereunder as shall be co-extensive with the foregoing waivers.

(7) The proceeds of insurance collected on account of a casualty, and the Assessments on account of such casualty and/or appropriations from any funds set aside for such purpose, shall constitute a construction fund which shall be disbursed by the Association in payment of the cost of repair, restoration or reconstruction, from time to time as the work progresses. The Association shall make such disbursements upon its receipt of certificates from the architect or general contractor selected by it to be in charge of the repair, restoration or reconstruction. Said certificates shall: (i) state that the sum requested is justly due to the contractors, subcontractors, materialmen, architects or other persons who rendered services or furnished materials in connection with the work; (ii) give a brief description of the services and materials for which such progress payment is requested; (iii) state that the sum requested does not exceed the value of the services and materials described in the certificate; (iv) state that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a mechanics', materialmen's or similar lien for such work upon the Common Elements or any Unit; and (v) state that the cost of the work remaining to be done subsequent to the date of said certificate, does not exceed the amount of the construction fund

remaining with the Association after the payment of the sums so requested. If there is a balance in the construction fund after payment of all costs of repair, reconstruction or restoration, such balance shall be distributed jointly to the Unit Owners and their respective mortgagees who are the beneficial owners of the funds.

(H) Negligence of Unit Owner. Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or Occupant of their Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. A Unit Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Unit or its appurtenances or of the Common Elements or Limited Common Elements.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units, Common Elements and Limited Common Elements shall be occupied and used as follows:

(A) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be used as a residence by the Unit Owner and his family, or guests of the Unit Owner and his family, except for such limited professional or commercial use as the Declarant or the Board, upon application of an Owner or Purchaser, from time to time may authorize as not being inconsistent with the residential character of the Condominium Property and not being in violation of any applicable zoning laws.

(B) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair their own Unit.

(C) Nothing shall be done or kept in the Common Elements which will materially increase the rate of insurance on the Common Elements without the prior written consent of the Board. No owner shall permit anything to be done or kept in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Limited Common Elements or in the Common Elements.

(D) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building, except for seasonal decorations, and no awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, or exposed on, at or from any window, without the prior consent of the Board, except for temporary "For Sale" signs previously approved by the Board of Directors. Furthermore, no curtains, drapes, shades or blind shall be displayed in or from any window or glass door of a building without the prior written consent of

the Association unless the part thereof within view from the exterior of a building is white, near white or beige in color.

(E) Each Unit Owner shall be obligated to maintain and keep in good order and repair the Limited Common Elements appurtenant to his Unit.

(F) Unit Owners shall be permitted to plant, install, locate or maintain the following without the prior written consent of the Board, provided, however, all such items are planted, installed and located within the rear Limited Common Elements of each Unit: vegetable gardens, concrete or brick patios, wooden decks, barbeque grills, lawn furniture, and bird houses or feeders.

(G) Except as permitted with the prior written consent of the Board of Directors, no home additions, storage building, gazebo or in-ground swimming pool shall be constructed within the Limited Common Elements; provided, however, that any such approved construction shall be situated within the Limited Common Elements located to the rear of a Unit.

(H) No animals, rabbits; livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, or in the Limited Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' notice from the Board, and provided further that any dog shall be on a leash at all times when such dog is outside a Unit.

(I) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

(J) Nothing shall be done in any Unit or in, on or to the common elements which will impair the structural integrity of the building in which the Unit is located or which would structurally change the building in which the Unit is located except as is otherwise provided herein.

(K) No clothes, sheets, blankets and/or other articles shall be hung out or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements and the Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(L) There shall be no baby carriages or playpens, bicycles, wagons, toys, or vehicles stored on any part of the Common Elements; and the balcony and patio areas, if any, must be used for their intended purposes. Swing sets, sliding boards and other playground equipment are not permitted within the Common Elements or the Limited Common Elements.

(M) No trucks (except two-axel trucks with no more than four tires), buses, boats, camper trailers, house trailers or other trailers shall be stored, kept or maintained in any

driveway, roadway or on any other Common Element, Limited Common Area and Facility or in any shed (excepting authorized vehicles of the Declarant, or the Board and their respective agents and contractors for construction or maintenance purposes, or other purposes that benefit the Condominium Property).

(N) Except as provided in Section (A) of this Article, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein, except as otherwise set forth in this Declaration. Nothing in this Declaration or the By-Laws shall be construed to prohibit, and the right is hereby reserved by the Declarant and granted to the Association, to offer garage service, Viacom or similar cable T.V. service and coin-operated washers and dryers or vending machines, or other "commercial" enterprises in the Common Elements, provided that such operation shall be primarily intended for the convenience and welfare of the Owners of the Condominium Property notwithstanding that the enterprise(s) may produce a profit. The right is reserved by the Declarant, or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. The right is reserved by the Declarant, or its agent, to use any unsold Unit or Units for office, sales or display purposes.

(O) Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

ARTICLE VIII

SALE OF THE PROPERTY

The owners by affirmative vote of not less than seventy-five percent (75%) of the voting power, at a meeting of voting members duly called for such purpose, may elect to sell the Condominium Property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed a written objection thereto with the Board within thirty (30) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the fair market value of their Unit, as determined by a fair appraisal by an appraiser agreed to by such Unit Owner and the Board, less the amount of any first mortgage lien and other encumbrances and less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement by such Owner and the Board to select an appraiser within ten (10) days from the expiration of said thirty (30) day period, such Unit Owner and the Board within five (5) days thereafter, shall each select an appraiser and the two so selected shall select a third appraiser, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The appraisal expense shall be borne one-half (½) by the Unit Owner and one-half (½) by the Association. If the

Condominium Property is sold, the proceeds of sale shall be received and held by the Association in trust for the benefit of the Unit Owners and their respective mortgagees as their respective interests may appear, and such proceeds shall be disbursed as soon as possible to satisfy first mortgage liens, unpaid assessments and other liens and encumbrances, with the balance to be distributed to the Unit Owners.

ARTICLE IX

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

(A) Abatement and Enjoyment. If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any restriction or condition or Rule adopted by the Board, or the breach of any covenant or provision contained in this Declaration or the Bylaws, the Association shall have the right, in addition to the rights hereinafter set forth in this Article IX and those provided by law:

(1) to enter upon the portion of the Condominium Property which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration or of the Bylaws or the Rules, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

(B) Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the Rules adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the right, upon the giving of at least ten (10) days' prior written notice, to terminate the rights of such Unit Owner to continue as a Unit Owner and continue to occupy, use or control their Unit and thereupon an action in equity may be filed by the members of the Board against the Unit Owner for a decree of mandatory injunction against the Owner or occupant or, in the alternative, a decree declaring the termination of the right of such Unit Owner to occupy, use or control the Unit owned by them, and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain such Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall be paid to discharge court costs, mortgages and any other liens and encumbrances of record, in the order of their priority, and all such items shall be taxed against such Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ for

the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE X

ADDITIONS TO CONDOMINIUM PROPERTY

Declarant contemplates constructing certain residential structures and other improvements on the Additional Property and submitting the Additional Property together with the buildings and other improvements to be constructed thereon (being hereinbefore defined as the "Additional Property Buildings") and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and the Act, so the same will become in all respects part of the Condominium Property. Declarant's right to submit the Additional Property and the Additional Property Buildings to be constructed thereon to the provisions of this Declaration and the Act shall be in accordance with the following provisions:

(A) Declarant hereby reserves the option, but not the obligation, to expand the Condominium by submitting the Additional Property, or any portion or portions thereof, in one (1) or more submissions, together with the Additional Property Buildings which may be constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and the Act.

(B) Except as otherwise provided in this Article X and the Act, there are no limitations on Declarant's right and option to expand the Condominium Property to include the Additional Property and there is no requirement for the consent of Unit Owners to such expansion.

(C) Declarant's option to expand the Condominium Property to include the Additional Property expires seven (7) years from the date the Declaration is filed for record. However, Declarant may, during the six (6) months prior to the time that the option expires, extend the option for an additional seven (7) years with the consent of the holders of a majority of the voting power of the Unit Owners other than Declarant. There are no circumstances that will terminate Declarant's right to expand the Condominium Property to include the Additional Property prior to the times established in this Section. A legal description of the Additional Property is set forth in Exhibit "2."

(D) Neither the addition of all, or any particular portion, of the Additional Property is mandatory. Neither all, or any particular portion of, the Additional Property must be added because any other Additional Property is added. There are no limitations on portions of the Additional Property that may be added.

(E) The Declarant may expand the Condominium Property to include the Additional Property, or any portion or portions thereof, from time to time, and at different times,

within the time limits described above. Except the time limits described above, there are no limits on the addition of the Additional Property.

(F) Except for private deed restrictions and except for the requirements of the governmental authorities having jurisdiction over the same, including applicable zoning laws, there are no limitations as to the location of any improvements that, may be made on any portion of the Additional Property.

(G) The maximum number of Units that Declarant may construct on the Additional Property is seventy-four (74) and Declarant anticipates constructing all seventy-four (74) Units. If seventy-four (74) Units are constructed on the Additional Property, the total number of Units on the Condominium Property will be eighty-six (86), at the maximum per acre density rate permitted by applicable law.

(H) The Units to be constructed on the Additional Property are restricted exclusively to residential use.

(I) The Additional Property Buildings shall be compatible with the buildings constructed on Parcel No. 1 with respect to quality of construction, principal materials to be used and architectural style.

(J) With respect to improvements other than structures on any Additional Property added to the Condominium Property, there is no requirement that any such improvements be made. Except for restrictions set forth herein, private deed restrictions, if any, and any requirements of governmental authorities having jurisdiction, including applicable zoning laws, there are no restrictions or limitations upon what, if any, non-structural improvements that may be made.

(K) The Units to be constructed on the Additional Property shall be substantially identical to the Units constructed on Parcel No. 1. Except for the provisions hereof, except for private deed restrictions, if any, and except for the requirements of the governmental authorities having jurisdiction over the types of Units to be constructed on the Additional Property, including applicable zoning laws, there are no limitations on the types of Units that may be constructed on the Additional Property.

(L) Declarant reserves the right to, with respect to all or any portion of the Additional Property added to the Condominium Property, to create Limited Common Elements or to designate Common Elements consistent in the size, type, and numbers as those areas then so designated as such in the Condominium Property.

(M) The Declarant reserves the right to assign its rights and option to expand the Condominium Property to include the Additional Property, or any portion thereof, to any successor of the Declarant who stands in the same relationship to the Condominium Development as the Declarant. A successor owner of the Condominium Property or of Additional Property added to the Condominium Property who is not an affiliate (as defined in Section 5311.01(C) of the Act) of Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed in lieu of a

foreclosure, is not liable in damages for harm caused by an action or omission of Declarant or a breach of an obligation by Declarant.

(N) At the time or times Declarant expands the Condominium Property to include the Additional Property, or any portion or portions thereof, the Declarant shall submit with the amendment to the Declaration expanding the Condominium Property such drawings of the Additional Property being submitted as are required by Section 5311.07 of the Act to show graphically, insofar as is possible, all the particulars of the land, buildings and other improvements, including, but not limited to, the layout, location and dimensions of the Common Elements and Limited Common Elements, for the Additional Property, or portion thereof, being submitted.

(O) The Declarant reserves the right to amend this Declaration in the manner provided in Article XI hereof, in such respects as the Declarant may deem advisable in order to effectuate the provisions of this Article X including, without limiting the generality of the foregoing, the right to amend this Declaration to do the following:

(1) To include the Additional Property, or any portion or portions thereof, and the improvements constructed thereon as part of the Condominium Property;

(2) To include descriptions of the Additional Property and the Additional Property Buildings in this Declaration and to add drawings of the Additional Property and Additional Property Buildings to Exhibit "1" hereto; and

(3) To provide that the owners of Units in the Additional Property Buildings shall have an interest in the Common Elements of the Condominium Property and to amend Article II(B)(4) hereof so as to establish the percentage of interest in the Common Elements which the owners of all Units within the Buildings on the Condominium Property will have at the time of such amendment, which percentage shall be, with respect to each Unit, in the proportion that the par value of each Unit on the date said amendment is filed for record bears to the then aggregate par value of all the Units on the Condominium Property, which determination shall be made by Declarant and shall be conclusive and binding upon all Unit Owners.

(P) If Declarant does not submit all or a portion of the Additional Property to the Condominium Development, the restrictions shall not apply to any portion of the Additional Property that is not so submitted.

ARTICLE XI

AMENDMENT OF DECLARATION

(A) In General. Except where otherwise provided in this Article XI or in any of the other Articles of this Declaration or by the Act, the provisions of this Declaration may be amended by an instrument in writing setting forth specifically the item or items to be amended and/or any new matter to be added, which instrument shall have been duly authorized by the

affirmative vote of those Unit Owners having at least seventy-five percent (75%) of the voting power of the Association. Said instrument shall be signed and acknowledged by any two (2) officers of the Association and must contain an affidavit of an officer of the Association that a copy of the amendment has been mailed or hand delivered to all Unit Owners and all first mortgagees of Units and that Unit Owners having at least seventy-five percent (75%) of the voting power of the Association affirmatively approved the amendment. In the case of an amendment for the purpose of adding to the Condominium Property pursuant to Article X hereof, this Declaration may be amended by an instrument in writing signed by at least one (1) officer of Declarant. An amendment hereunder must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and amendments hereto are recorded. Upon written request, the Declarant shall furnish a copy of an amendment for the purpose of adding to the Condominium Property pursuant to Article X hereof to a Unit Owner and a first mortgagee of a Unit Owner. No amendment by the Board or Unit Owner shall have any effect, however, upon the Declarant, the rights of Declarant under this Declaration and upon the rights of bona fide mortgagees until the written consent of the Declarant and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or the Declarant, as the case may be, and the Secretary's certification in the instrument of amendment as to the consent or non-consent of Declarant and the names of the consenting and non-consenting mortgagees of the various Units may be relied upon by all persons for all purposes. An amendment hereunder shall be effective upon recordation of the amendment in the Office of the County Recorder of Licking County, Ohio; provided, however, that no provision in the Declaration may be amended so as to conflict with the obligatory provisions of the Act.

(B) Special Amendment.

(1) Declarant shall have the right and power, to record a special amendment ("Special Amendment") to this Declaration at any time, and from time to time, that amends this Declaration in any manner necessary for any of the following purposes: (a) to comply with the requirements of the Federal National Mortgage Association, the Federal Home Loan Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasipublic or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering the Condominium Ownership Interests, (c) to bring this Declaration into compliance with the Act, (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto, or (e) to comply with the underwriting requirements of insurance companies providing casualty insurance, liability insurance and other insurance coverages for the Condominium Development. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make and record Special Amendments.

(2) The Board may amend the Declaration at any time 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, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions; (b) to meet the requirements of insurance underwriters; (c) to bring the Declaration into compliance with the Condominium Act; (d) to correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; and (e) to designate a successor to the person named to receive service of process for the Association.

ARTICLE XII

NO PARTITION

Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the Common Elements or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XIII

CONDEMNATION

In the event that the entire Condominium Property is taken by eminent domain or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium shall terminate. The condemnation award shall be apportioned among the Unit Owners in accordance with their respective percentage interests in the Common Elements. The Association shall as soon as practicable determine the share of the condemnation award to which each Unit Owner is entitled and each such share shall be paid into separate accounts and disbursed as soon as practicable to the Unit Owners entitled to same. No Unit Owner, however, shall receive any portion of his share of such award until all liens and encumbrances on their Unit have been paid, released or discharged.

In the event that less than the entire Condominium Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium shall not terminate. Each Unit Owner shall be entitled to a share of the condemnation award to be determined in the following manner: as soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Unit Owners, as follows: (A) the total amount allocated to taking of or injury to the Common Elements shall be apportioned among Unit Owners in proportion to their respective percentages of interest in the Common Elements; (B) the total amount allocated to severance damages shall be apportioned to those Units that were not taken or condemned; (C) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements a Unit Owner has

made within his own Unit shall be apportioned to the particular Unit involved, and (D) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Unit Owners and their respective first mortgagees.

In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, assessment ratio and other rights determined in accordance with this Declaration according to the same principles employed in this Declaration and its inception and shall submit such reallocation to the Owners of the remaining Units for amendment of this Declaration and the amended Declaration shall be filed as required by law.

Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article VI hereof (Insurance and Reconstruction).

ARTICLE XIV

RIGHTS OF FIRST MORTGAGEES

The following provisions inure to the benefit of each mortgagee holding a first mortgage encumbering a Unit:

(A) Default By Unit Owner. The holder of any first mortgage encumbering a Unit in respect of which the Unit Owner shall be in default for a period of sixty (60) days in the performance of his obligations under this Declaration, the Bylaws and/or the Rules shall be provided with notice of said default by the Association. Within sixty (60) days after receiving said notice from the Association, the holder of the mortgage encumbering said Unit may (but shall not be obligated to do so) cure said default. If, however, said default is not curable within said sixty (60) day period by reason of delay(s) beyond the reasonable control of said mortgagee, then, providing said mortgagee has commenced to cure said default within said sixty (60) day period and has continued thereafter with due diligence to complete the curing of said default, the time within which said mortgagee shall be permitted to cure said default shall be extended for a period co-extensive with said delay(s).

(B) Statement of Default. A first mortgagee, upon written request to the Board, shall be given a written statement by the Board of the number of Unit Owners who are more than one (1) month delinquent in the payment of monthly Assessments at the time said written request is received by the Board.

(C) Compliance With Mortgage Insurance Regulations. In general, and in order to facilitate the marketability of the Units, the Board shall comply, to the best of its ability, with requests by first mortgagees for information required by regulations of the Federal Home Loan Bank Board, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association and Mortgage Guaranty Insurance

Corporation (or other private mortgage insurance company), or required by any other secondary mortgage market lender, or by any governmental insurer or guarantor of the first mortgage of any Unit.

(D) Notices of Meetings to Mortgagees. Upon written request to the Association, each mortgagee shall have the right to receive notices of all meetings of the Association and to designate a representative to attend any such meeting.

(E) Special Federal Home Loan Mortgage Corporation Provisions.

(1) Unless two-thirds (2/3) of the first mortgagees or Unit Owners give their consent, the Association shall not: (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any portion of the Condominium Property (the granting of easements for public utilities or for public purposes consistent with the intended use of the Condominium Property shall not be deemed a transfer); (b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit Owner; (c) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance or maintenance of a Unit and of the Common Elements; (d) fail to maintain fire and extended coverage insurance as required by this Declaration; or (e) use hazard insurance proceeds for any Common Area losses for other than repair, replacement or reconstruction of the Condominium Property.

(2) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Unit Owners or a larger percentage vote as otherwise required for any of the actions contained in this Article.

(3) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Elements and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy, for the Common Elements and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE XV

SALE, LEASING OR OTHER ALIENATION OF UNITS

(A) Unit Owner's Right of Transfer. The Association shall have no right of first refusal with respect to the purchase of a Unit, and a Unit Owner shall be able to transfer his Unit freely by sale, gift, devise, or otherwise without restriction except as provided in Article XV(B).

(B) Restriction on Leasing Units. No Unit Owner other than Declarant, or its affiliates may lease their Unit. Prior to the expansion of the Condominium to include the Additional Property, Declarant or its affiliates shall have the right to lease up to four (4) Units

owned by Declarant or its affiliates upon such terms and conditions as they may desire. As the Condominium is expanded, Declarant, or its affiliates, may lease a number of units, upon such terms and conditions as they may desire, equal to ten percent (10%) of the number of Units in the Condominium at the particular time, rounded up to the next whole number. For example, if the Condominium is expanded to eighty-six (86) Units, Declarant could lease up to 9 Units ($.1 * 86 = 8.6$ which rounded to the next whole number is 9).

ARTICLE XVI

REMOVAL FROM CONDOMINIUM OWNERSHIP

The Unit Owners by unanimous vote may elect to remove the Condominium Property from the provisions of the Act. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be recorded in the office of the Recorder of Licking County, Ohio. Such certificate shall certify under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or part of the Common Elements have been paid, released or discharged. Such certificate shall also be signed by the Unit Owners, each of whom shall certify under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

(A) Interest on Deposits. Any deposit or down payment made in connection with the sale of a Condominium Ownership Interest shall be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the Purchaser of such Unit or forfeited to the Declarant, and if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of not less than four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the Purchaser of such Unit at settlement or upon return or other credit made to the Purchaser, or added to any forfeiture to the Declarant. Deposits and down payments held in trust or escrow pursuant to this Article shall not be subject to attachment by creditors of the Declarant or a Purchaser of a Condominium Ownership Interest.

(B) Non-Retention of Property Interest in Common Elements by Declarant. Notwithstanding any of the other provisions contained herein, Declarant shall not retain a property interest in any of the Common Elements after control of the Condominium Development is assumed by the Association except in the Declarant's capacity as a Unit Owner of unsold Condominium Ownership Interests and except as permitted by Section 5311.25(B) of the Act.

(C) Warranties. Solely and only to the extent such warranties are or may be required by the provisions of Section 5311.25(E) of the Act, and solely in connection with the sale of a Condominium Ownership Interest(s) by Declarant:

(1) Shall furnish a two (2) year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components, and mechanical, electrical, plumbing and common service elements serving the Condominium Development as a whole occasioned or necessitated by a defect in material or workmanship and shall furnish a one (1) year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit occasioned or necessitated by a defect in material or workmanship.

(2) The two (2) year warranty shall commence: (a) for property submitted by the original Declaration on the date the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in the Condominium Development to a Purchaser in good faith for value of a Unit; and (b) for Additional Property submitted by amendment to the Declaration pursuant to Article X hereof, on the date the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in such phase for the Additional Property to a good faith purchaser for value of a Unit.

(3) The one (1) year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest to a Purchaser in good faith for value.

(4) With respect to appliances installed and furnished as a part of a Unit by Declarant, Declarant shall assign to each Purchaser of a Unit the express and implied warranties of the manufacturers of such appliances in satisfaction of the Declarant's warranty of such appliances, except the Declarant's warranty of each Unit hereunder includes the warranty that the appliances are properly installed.

(5) All warranties made to Declarant that exceed the time periods specified above with respect to any part of the Units or Common Elements shall be assigned to the Purchasers of Units. Furthermore, Declarant reserves the right, but not the obligation, to grant warranties in excess of the warranties set forth above.

(6) None of the foregoing warranties shall cover repairs or replacements necessitated or occasioned by ordinary wear and tear or by the negligent or wanton acts of any Unit Owner or any tenant, guest or invitee of a Unit Owner or occasioned or necessitated for any reason whatsoever except by defects in materials and workmanship.

(D) Declarant's Obligation with Respect to Unsold Units. Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of unsold Units in the Condominium, including, without limitation, the obligation to pay Common Expenses attributable to such Units, from the date the Declaration is filed for record.

(E) Right of Declarant to act as Board of Directors. Declarant reserves unto itself the right to manage, control and exercise all of the rights of the Association in accordance with and to the extent permitted by the provisions of Sections 5311.08 and 5311.25 of the Act.

(F) Record of Mortgagees of Units. Any Unit Owner who mortgages his Ownership Interest shall notify the Association in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a record entitled "Mortgagees of Units".

(G) Rights of Mortgagees of Units to Receive Notices. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the owner or owners whose Unit ownership is subject to such mortgage or trust deed.

(H) Notices to Association. Notices required to be given to the Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail to such member or officer at his Unit.

(I) Notices. All notices required or permitted hereunder, and under the Bylaws and the Act, to the Association and the Board of Directors shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the Board of Directors at the address of the Condominium Property or to such other address as the Board may designate from time to time by notice in writing, to all Unit Owners. All notices to the Declarant shall be hand delivered or sent by registered or certified mail, return receipt requested, to: Reddington Village, LLC, 2052 Cherry Valley Road, Newark, Ohio 43055, with a copy of the same to Andrew R. Giannella, Esq., Ulmer & Berne LLP, 600 Vine Street, Suite 2800, Cincinnati, Ohio 45202, or to such other address as Declarant or its counsel may designate from time to time in writing to all Unit Owners. All notices to any Unit Owner shall be hand delivered or sent by registered or certified mail, return receipt requested, to the address of such Unit Owner's Unit. All notices shall be deemed given and effective when hand delivered or forty-eight (48) hours after the date that such notice is deposited in the U.S. Mail, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein. Any notice required or permitted to be given to any Occupant of a Unit other than a Unit Owner shall effectively be given if hand delivered to such Occupant or placed in his mail box or placed under the door to such Occupant's Unit.

(J) Title to Units Subject to Declaration. Each Unit Owner, by the acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration and in the documents referred to in this Declaration, and all rights, benefits and privileges of every nature hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Condominium Property, and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

(K) Non-Liability of Declarant. Except as otherwise provided in the Act, neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the Bylaws in Declarant's (or its representative's) capacity as owner, manager or seller of the Condominium Property whether or not such claim (1) shall be asserted by any Unit Owner, an Occupant of a Unit, the Association, or by any person or entity claiming through any of them; or by any person or entity claiming through any of them; or (2) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (3) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, an Occupant of a Unit, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air-conditioning, electricity, gas, telephone, water or sewage).

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

(M) Saving Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

(N) Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States of America, and Richard Bruce Cheney, Vice President of the United States of America.

(O) Headings. The heading of each Article and of each such paragraph in this Declaration and in the Bylaws is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration or the Bylaws nor in any way affects this Declaration or the Bylaws.

(P) Gender. The use of the masculine gender herein or in the Bylaws shall be deemed to include the feminine and the neuter genders, as the case may be, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

(Q) Liberal Interpretation. The provisions of this Declaration shall be liberally interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a first-class Condominium Development.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the
8th day of October, 2004.

Reddington Village, LLC

By: [Signature]
Erich J. Horvath

Its: Authorized ~~Member~~
MANAGER

STATE OF OHIO)
) ss:
COUNTY OF LICKING)

Before me, a Notary Public in and for said County and State aforesaid, personally appeared Reddington Village, LLC, by Erich J. Horvath, its Authorized Member, and who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed and the free act and deed of the company.

GIVEN, under my hand and Notarial Seal this 8th day of Oct., 2004.

[Signature]
NOTARY PUBLIC



This instrument prepared by:

Ronald G. Smith, Esq.
Ulmer & Berne LLP
600 Vine Street, Suite 2800
Cincinnati, Ohio 45202
(513) 698-5000

JACQUELINE C. GOUMAS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
1-22-2008

**FLOYD
BROWNE
ASSOCIATES,
FBA INC.**

EXHIBIT
" / "

585 Sunbury Road Delaware, OH
43015-9795
740.363.6792
Fax 740.363.6536

e-mail: fbadelaware@fbainc.com
www.floydbrowne.com

**Description of a 2.757 Acre Tract of Land
Initial Declaration of "Reddington Village Condominium"**

September 23, 2004

Situated in the State of Ohio, County of Licking, City of Newark, being part of Quarter Section 3, Township 2 North, Range 12 West, United States Military Lands, being 2.757 acres out of a 17.254 acre tract of land (Parcel Two) described in deed to Reddington Village, LLC recorded in Instrument Number 200310220051314, and being more particularly described as follows:

COMMENCE at an iron pin found at the centerline intersection of Reddington Road (Township Road 131) with Thorzwood Drive (Township Road 134);

Thence, North 89°40'09" East, with the centerline of said Reddington Road, a distance of 294.76 feet to a point on said centerline;

Thence, South 00°19'51" East, a distance of 35.00 feet to an iron pin set at the **TRUE POINT OF BEGINNING**, herein;

Thence, South 89°40'09" East, with the south line of said Reddington Road, a distance of 22.00 feet to an iron pin set;

Thence, through said 17.254 acre tract, the following 8 courses:

1. South 00°19'51" East, a distance of 98.18 feet to a point of curvature;
2. with a curve to the right, having a radius of 161.00 feet, an interior angle of 13°52'53", a chord which bears South 06°36'36" West at 38.91 feet and an arc length of 39.01 feet to a point of tangency;
3. South 13°33'03" West, a distance of 34.81 feet to a point of curvature;
4. with a curve to the left, having a radius of 25.00 feet, an interior angle of 99°21'42", a chord which bears South 36°07'49" East at 38.12 feet and an arc length of 43.35 feet to a point of tangency;
5. South 86°11'26" East, a distance of 106.54 feet to a point of curvature;
6. with a curve to the right, having a radius of 201.00 feet, an interior angle of 26°42'51", a chord which bears South 72°50'02" East at 92.87 feet and an arc length of 93.72 feet to a point of reverse curvature;
7. with a curve to the left, having a radius of 10.00 feet, an interior angle of 77°53'57", a chord which bears North 81°34'25" East at 12.57 feet and an arc length of 13.60 feet to a point of tangency;

8. North $42^{\circ}37'27''$ East, a distance of 169.36 feet to an iron pin set on the west line of premises described in deed to The Thomas J. Evans Foundation (Bike Path), recorded Official Record Volume 809, Page 1018;

Thence, South $47^{\circ}22'33''$ East, with part of the west line of said Evans Foundation premises, a distance of 146.00 feet to an iron pin set;

Thence, continue through said 17.254 acre tract the following 22 courses:

1. South $42^{\circ}37'27''$ West, a distance of 164.67 feet to a point of curvature;
2. with a curve to the left, having a radius of 10.00 feet, an interior angle of $90^{\circ}00'00''$, a chord which bears South $02^{\circ}22'33''$ East at 14.14 feet and an arc length of 15.71 feet to a point of tangency;
3. South $47^{\circ}22'33''$ East, a distance of 210.96 feet to a point of curvature;
4. with the arc of a curve to the right, having a radius of 131.00 feet, an interior angle of $49^{\circ}55'09''$, a chord which bears South $22^{\circ}24'58''$ East at 110.56 feet and an arc length of 114.13 feet to a point of reverse curvature;
5. with the arc of a curve to the left, having a radius of 25.00 feet, an interior angle of $88^{\circ}44'04''$, a chord which bears South $41^{\circ}49'25''$ East at 34.96 feet and an arc length of 38.72 feet.
6. South $03^{\circ}48'33''$ West, a distance of 22.00 feet;
7. North $86^{\circ}11'27''$ West, a distance of 234.63 feet;
8. North $03^{\circ}48'33''$ East, a distance of 22.00 feet;
9. South $86^{\circ}11'27''$ East, a distance of 4.94 feet to a point of curvature;
10. with a curve to the left, having a radius of 10.00 feet, an interior angle of $90^{\circ}00'00''$, a chord which bears North $48^{\circ}48'33''$ East at 14.14 feet and an arc length of 15.71 feet to a point of tangency;
11. North $03^{\circ}48'33''$ East, a distance of 96.06 feet;
12. North $86^{\circ}11'27''$ West, a distance of 67.07 feet;
13. North $47^{\circ}22'26''$ West, a distance of 88.71 feet;
14. North $86^{\circ}11'27''$ West, a distance of 124.75 feet;
15. North $03^{\circ}48'33''$ East, a distance of 182.90 feet to a point of curvature;
16. with the arc of a curve to the left, having a radius of 10.00 feet, an interior angle of $90^{\circ}00'00''$, a chord which bears North $41^{\circ}11'27''$ West at 14.14 feet and an arc length of 15.71 feet to a point of tangency;
17. North $86^{\circ}11'27''$ West, a distance of 83.00 feet to a point of curvature;

18. with the arc of a curve to the left, having a radius of 25.00 feet, an interior angle of $90^{\circ}00'00''$, a chord which bears South $48^{\circ}48'33''$ West at 35.36 feet and an arc length of 39.27 feet;
19. North $86^{\circ}11'27''$ West, a distance of 22.00 feet;
20. North $03^{\circ}48'33''$ East, a distance of 28.47 feet;
21. North $13^{\circ}33'03''$ East, a distance of 103.97 feet;
22. North $00^{\circ}19'51''$ West, a distance of 115.10 feet to the **TRUE POINT OF BEGINNING.**

Containing 2.757 acres of land, more or less.

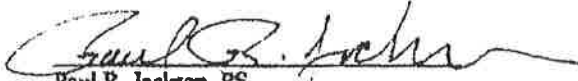
Subject, however, to all easements, restrictions and rights-of-way of record, if any.

Basis of bearings is North $89^{\circ}40'09''$ East on the centerline of Reddington Road, State Plane Coordinate System, Ohio South Zone, based on GPS observations using Licking County Geodetic Survey Monuments Newark Twp. 4 and Newark Twp. 5.

The above legal description is based on a field survey completed by Floyd Browne Associates, Inc., September 22, 2004.

All iron pins set are 5/8" solid iron pins with a plastic cap stamped "F.B.A., Inc."

All references are to the records of the Recorder's Office, Licking County, Ohio.


 Paul R. Jackson, PS
 Professional Surveyor No. 7707



DESCRIPTION APPROVED	
TIM LOLLO	
LICKING COUNTY ENGINEER	
DRAWING NO.	APPROVED BY:
99-29	P.M.N.