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MARIVAL AT WEATHERSTONE CONDOMINIUM

(Phase 1)

DECLARATION OF CONDOMINIUM OWNERSHIP

I hereby certify that copies of the within Declaration, together with the Drawings and Code of Regulations attached as Exhibits thereto, have been filed in the Office of the Warren County, Ohio Auditor.

Date: _____, 2001

Warren County Auditor

By _____
Deputy

This Document Prepared By:

Jody T. Klekamp, Esq.
Keating, Muething & Klekamp, P.L.L.
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6954

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BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 257120 Type: DECLAR
Filed: 8/15/2001 16:00:14 \$ 434.00
OR Volume: 2254 Page: 462 Return: B
Rec#: 18131 Pages: 107
KAUFMAN & FLORENCE
===== COPY =====

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EXHIBITS

- Exhibit A Legal Description of Parcel 1
- Exhibit B Legal Description of Parcel 2
- Exhibit C Drawings
- Exhibit D Code of Regulations of Marival at Weatherstone Condominium Owners' Association, Inc.
- Exhibit E Percentage Ownership in Common Areas and Facilities
- Exhibit F Declaration of Covenants, Easements and Restrictions

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

MARIVAL AT WEATHERSTONE CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that

A. Fischer Attached Homes, Ltd., a Kentucky limited partnership ("Declarant") is the developer and owner in fee simple of Parcel 1 described in Exhibit A attached hereto and made a part hereof ("Parcel 1"). Declarant has an interest in purchasing Parcel 2 described in Exhibit B attached hereto (hereinafter referred to as either "Parcel 2" or the "Additional Property"); and

B. It is the desire and intention of Declarant to enable Parcel 1, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind situated on Parcel 1, and all easements, rights, appurtenances and privileges belonging or pertaining to Parcel 1, including, without limitation thereto, all easements now or hereafter benefitting Parcel 1 and subject to easements and restrictions of record (the "Condominium Property"), to be owned under and pursuant to that certain type of ownership commonly known as "Condominium" and to subject and submit the Condominium Property to the provisions of Chapter 5311, Ohio Revised Code; and

C. Declarant or its successors and assigns may desire for some part or all of Parcel 2, together with all buildings, structures, improvements and other permanent fixtures that may be constructed thereon and all easements, rights, appurtenances and privileges belonging or pertaining thereto, including, without limitation, all easements now or hereafter benefitting Parcel 2, to be owned pursuant to the type of ownership known as Condominium and to submit such property to the provisions of Chapter 5311, Ohio Revised Code, in which event the term "Condominium Property" shall include all such property; and

D. Declarant further desires to establish for the mutual benefit of Declarant and all future owners, mortgagees or occupants of any part or all of the Condominium Property, which shall be known as "Marival at Weatherstone Condominium," certain easements and rights, in, over and upon such Condominium Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

E. Declarant desires and intends that Declarant and the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Condominium Property shall at all times enjoy the benefits of, and shall hold their interest therein subject to the rights, reservations, obligations, conditions, covenants, easements, privileges and restrictions hereinafter set forth in this Declaration, in the drawings attached hereto as Exhibits C-1 through C-9 and made a part hereof (the "Drawings"), and in the Code of Regulations of Marival at Weatherstone Condominium Owners' Association, Inc., attached hereto as Exhibit D and made a part hereof (the "Code of Regulations"), all of which are declared to be in furtherance of a plan to promote and

protect the cooperative aspect of ownership and to facilitate the proper administration of the Condominium Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Condominium Property. Any capitalized terms used herein which are not otherwise defined herein shall be the meaning as provided for in the Code of Regulations.

NOW, THEREFORE, Declarant, as the owner in fee simple of the Condominium Property, hereby makes the following Declaration as to the divisions, covenants, restrictions, limitations, conditions and uses to which the Condominium Property may be put, hereby specifying that this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners of all or any part of the Condominium Property, together with their respective grantees, lessees, heirs, executors, administrators, devisees, mortgagees, successors and assigns:

ARTICLE 1
Establishment of Condominium Ownership
and Division of Condominium Property

1.1 Submission of Condominium Property to Chapter 5311, Ohio Revised Code.
Declarant, in order to establish a plan of condominium ownership for the Condominium Property, hereby submits the Condominium Property to the provisions of Chapter 5311, Ohio Revised Code. The project will initially include thirty-two (32) individual units in three (3) separate building containing sixteen (16) individual residential Units and sixteen (16) individual garage Units (collectively, hereinafter sometimes described and referred to as "Units").

All of the buildings of the Condominium will be constructed principally of a poured concrete or concrete block foundation and exterior walls of glass, brick facing, wood, aluminum and/or vinyl siding and a roof of sealed down shingles.

All residential Units consist of a one (1), two (2) or three (3) bedroom structure with or without a basement and a one (1) or two (2) car garage may be included as part of such residential Unit. All garage Units consist of a one story structure, without a basement, in either a residential building or a garage building. Garage Units shall be used for the storage of motor vehicles and related functions. Future phases of the development, if constructed, shall include buildings containing additional residential and/or garage Units.

The Declarant may create on the Condominium Property, including the Additional Property, (i.e., Parcel 2), up to thirty-seven (37) different types of Units. The Unit designations and a description of the various Units are as follows:

Unit Type	Description	Par Value of Units
Abbey-Slab	One story unit with living area, dining area, kitchen, two bedrooms, one and one-half baths, study, and a laundry/hobby room. This unit has a deck and/or patio	2300
Abbey - Basement	One story unit with living area, dining area, kitchen, two bedrooms, one and one-half baths, study, and a laundry/hobby room. This unit has a deck and/or patio. The basement is unfinished.	2400
Asheville - Slab	One story unit with living area, dining area, kitchen, two bedrooms, two baths, and a laundry room. The unit has a deck and/or patio.	2300
Asheville - Basement	One story unit with living area, dining area, kitchen, two bedrooms, two baths, and a laundry/hobby room. This unit has a deck and/or patio. The basement is unfinished but an optional family room, bedroom, hobby room, wet bar/pub room, and bath are available.	2400
Ashton - Slab	One story unit with living area, dining area, kitchen, two bedrooms, two and one-half baths, study, and a laundry room. This unit has a deck and/or patio.	2300
Ashton - Basement	One story unit with living area, dining area, kitchen, two bedrooms, two and one-half baths, study, and a laundry room. This unit has a deck and/or patio. The basement is unfinished.	2400
Auburn	One story unit with living area, dining area, kitchen, two bedrooms, two baths, and a laundry room. This unit has a deck and/or patio. The basement is unfinished but an optional family room, wet bar, bedroom, bath and hobby room are available.	2400
Augusta	One story unit with living area, dining area, kitchen, two bedrooms, two baths, study, and a laundry room. This unit has a deck and/or patio.	2300

Unit Type	Description	Par Value of Units
Bainbridge	One story unit with living area, dining area, kitchen, two bedrooms, two baths, and a laundry/hobby room. The unit has a deck and/or patio.	2300
Bar Harbor	Two story unit with living area, dining area, kitchen two bedrooms, and two and one-half baths. This unit has a deck and/or patio. The basement is unfinished but family room, wet bar, and half bath are available.	2300
Bayport	One story unit with living area, dining area, study/bedroom, kitchen, one bedroom and two baths. This unit has a deck and/or patio. The basement is unfinished but an optional family room, wet bar, bedroom, bath, and hobby room are available.	2300
Beaumont	One story unit with living area, dining area, kitchen, two bedrooms, two baths and a laundry room. This unit has a patio.	2200
Biltmore - Slab	One story unit with living area, dining area, kitchen, two bedrooms, two baths, study, and a laundry/hobby room. This unit has a deck and/or patio.	2300
Biltmore - Basement	One story unit with living area, dining area, kitchen, two bedrooms, two baths, study and a laundry/hobby room. This unit has a deck and/or patio. The basement is unfinished.	2400
Brighton - Slab	One story unit with living area, dining area, kitchen, one bedroom one and one-half baths, bedroom/study and a laundry/hobby room. This unit has a deck and/or patio.	2300
Brighton - Basement	One story unit with living area, dining area, kitchen, one bedroom, one and one-half baths, bedroom/study and a laundry/hobby room. This unit has a deck and/or patio. The basement is unfinished.	2400

Unit Type	Description	Par Value of Units
Cape May	Two story unit with living room, dining room, kitchen/breakfast, three bedrooms, and two and one-half baths. This unit has a deck and/or patio. The basement is unfinished, but an optional family room, wet bar and half bath are available	2400
Cape May II	Two story unit with living room, dining room, kitchen/breakfast, one bedroom, loft/bedroom and two and one-half baths. This unit has a deck and/or patio. The basement is unfinished but an optional family room, wet bar, bedroom and bath are available.	2400
Carlisle	Two story unit with living room, dining room, kitchen, two bedrooms and two and one-half baths. This unit has a deck and/or patio. The basement is unfinished but an optional hobby room is available.	2300
Chesapeake	One story unit with living room, dining room, kitchen, two bedrooms and one and one-half baths. This unit has a deck and/or patio. The basement is unfinished but an optional recreation room, bath, and office are available.	2300
Elston - Slab	One story unit with living area, dining area, kitchen, two bedrooms, two baths and a laundry room. This unit has a deck and/or patio.	2300
Elston - Basement	One story unit with living area, dining area, kitchen, two bedrooms, two baths and a laundry room. This unit has a deck and/or patio. The basement is unfinished.	2400
Garage 1	Garage unit capable of housing one motor vehicle.	130
Garage 2	Garage unit capable of housing two motor vehicles.	200
Greenhurst - Slab	One story unit with living area, dining area, kitchen, two bedrooms, study, one bath and a laundry room. This unit has a deck and/or patio.	2300

Unit Type	Description	Par Value of Units
Greenhurst - Basement	One story unit with living area, dining area, kitchen, two bedrooms, study, one bath and a laundry room. This unit has a deck and/or patio. The basement is unfinished.	2400
Huntington	One story unit with living area, dining area/study, kitchen, breakfast area, three bedrooms, two and one-half baths, and a laundry room. This unit has a deck and/or patio.	2400
Linden - Slab	One story unit with living area, dining area, kitchen, two bedrooms, two baths and a laundry/hobby room. This unit has a deck and/or patio.	2300
Linden - Basement	One story unit with living area, dining area, kitchen, two bedrooms, two baths and a laundry/hobby room. This unit has a deck and/or patio. The basement is unfinished.	2400
Monticello	One story unit with living area, dining area, kitchen, one bedroom, study/bedroom, two baths and a laundry room. This unit has a deck.	2200
Mt. Vernon - Slab	One story unit with living area, dining area, kitchen, two bedrooms, two baths and a laundry room. This unit has a deck and/or patio.	2300
Mt. Vernon - Basement	One story unit with living area, dining area, kitchen, two bedrooms, two baths and a laundry/hobby room. This unit has a deck and/or patio. The basement is unfinished but an optional family room, bedroom, hobby room, wet bar/pub room and bath are available.	2400

Unit Type	Description	Par Value of Units
Newbury	One story unit with living room, dining room, kitchen, one bedroom, one and one-half baths and a laundry room. This unit has a deck and/or patio. The basement is unfinished but an optional family room, wet bar, bedroom, bath and hobby room are available.	2300
Savannah	One story unit with living area, dining area, kitchen, two bedrooms, two baths, and a laundry room. This unit has a deck and/or patio.	2200
Victoria	One story unit with living area, dining area, kitchen, study, two bedrooms, two and one-half baths, and a laundry room. This unit has a deck and/or patio.	2400
Windsor - Slab	One story unit with living area, dining area, kitchen, two bedrooms, one bath, study and a laundry/hobby room. This unit has a deck and/or patio.	2300
Windsor - Basement	One story unit with living area, dining area, kitchen, two bedrooms, one bath, study and a laundry/hobby room. This unit has a deck and/or patio. The basement is unfinished.	2400

The above descriptions may vary slightly from Unit to Unit depending on the options selected by the purchaser.

The locations, together with the particulars of the buildings, and the layout, location, designation, dimensions, area and number of rooms of the Units and the Common Areas and Facilities are shown graphically on the set of Drawings attached hereto as Exhibits C-1 through C-9. This set of Drawings was prepared by and bears the certified statement of Jeffrey Lambert of Bayer-Becker Engineers, registered surveyor, as required by Section 5311.07, Ohio Revised Code. The separate Drawings are hereinafter referred to by reference to the exhibit page designations thereon. These Drawings may be amended pursuant to the provisions of Article 12 hereof when and if any part or all of Parcel 2, together with any improvements thereon, is added to the Condominium Property.

The exclusive right to a garage space which has been assigned to a particular residential Unit, and which is not designated as a garage Unit, may be purchased with certain Units. Unit Owners who purchase a garage space (which is not designated as a garage Unit) shall be required to pay a special garage assessment, which shall be based on such Unit Owner's proportionate share of the budgeted expenses that will be incurred by the Association (as defined in Section 2.1 below) to maintain the garages, plus an amount for the garage reserve fund as determined by the Board.

1.2 Units. Each of the Units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by the underside of any interior finished surface, or if unfinished, the top side of any interior surface of the floor of the Unit; the underside of the finished surface or, if unfinished, the interior surface of any perimeter wall of the Unit; and the underside of the finished surface or, if unfinished, the interior surface of the ceiling of the Unit; with all of the above projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions as may be necessary to form a complete enclosure of space with respect to any such Unit; with the dimensions, layouts and descriptions of each such Unit being shown on the Drawings attached hereto as Exhibits C-1 through C-9, and including, without limitation:

1.2.1 The plasterboard (i.e., "drywall") and the finished surfaces, including paint, lacquer, varnish, wallpaper, tile, paneling, carpeting and any other finishing material(s) or items applied to the interior surface of any perimeter walls, interior walls, floors and ceilings, and the perimeter wall itself if it adjoins a perimeter wall of another Unit.

1.2.2 All windows, window sashes, window frames and interior and exterior window trim and molding; all doors including door frames in the interior and perimeter walls and doorsills together with all glass therein; all parts of any sliding glass doors and of any dual glaze window glass or other multi-thickness glass; and the space occupied by all of the foregoing items in this Section 1.2.2.

1.2.3 All fixtures, including, without limitation thereto, built-in bathroom cabinets and kitchen cabinets, smoke detectors, built-in fireplaces, built in appliances, refrigerators, ranges, utility and service lines, mechanical, electrical, plumbing and all other equipment and systems installed for the sole and exclusive use of the Unit lying within the bounds of the Unit as defined herein, and all heating and air cooling systems and equipment installed for the sole and exclusive use of the Unit and located within or outside the bounds of the Unit as defined herein.

1.2.4 The space within all fixtures located within the bounds of a Unit and the space occupied by the fixtures themselves.

1.2.5 All unenclosed space if any, within or occupied by structural parts of the buildings which may project into the Unit, as defined above, from the top side of the floor of the Unit to the underside of the finished surface or, if unfinished, the interior surface of the ceiling

of the Unit and including, by way of illustration, but not by way of limitation, the space within any built-in cabinets.

1.2.6 All space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the buildings and by utility pipes, wires and conduits; but excepting therefrom all structural portions of the buildings and all utility pipes, wires and conduits (except for those referred to in Section 1.2.3 above) lying within the bounds of the Unit as above defined.

Supporting walls, fixtures and other parts of the building that are within the boundaries of a Unit but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property are not part of a Unit. Each residential Unit shall have a designated street address number. The individual Units shall be designated as shown on Exhibit C-1. Each Unit has a direct exit to that part of the Common Areas and Facilities leading to a public street as shown on Exhibit C-1.

1.3 Common Areas and Facilities.

1.3.1 Description of Common Areas and Facilities. The entire balance of the land and improvements thereon, and rights appurtenant thereto including, but not limited to, all easements now or hereafter benefitting such land, buildings, foundations, roofs, roof truss space, supports, main and supporting walls (excluding walls included in a Unit under Section 1.2 above), the space between perimeter walls of adjoining Units, columns, girders, beams, storage closets located outside of Units, decks, patios, patio area wells, porches, balconies, halls, corridors, stairs, stairways, fire escapes, entrances and exits of buildings, yards, gardens, parking areas, parking spaces, grassy areas, privacy fences, driveways, roadways, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use, trees, lawns, landscaping, fences, pavement, sidewalks, walkways, and all water supply, utility, sewer, mechanical, electrical, plumbing service and other types of equipment, systems, lines, pipes, wires and conduits (except those which are a part of any Unit referred to in Section 1.2 above), now or hereafter situated on the Condominium Property, are hereby declared and established as the Common Areas and Facilities.

1.3.2 Limited Common Areas and Facilities. Included in the Common Areas and Facilities, but restricted to the exclusive use of the designated Owners of the Units which are adjacent and appurtenant thereto or assigned to such Owners are the following items which shall be known as "Limited Common Areas and Facilities": all patios, patio area wells, balconies, decks, storage closets located outside of the Units, halls, corridors, stairs, stairways, attics, garage spaces which have been assigned to a particular residential Unit, and any heat pumps, air conditioning pads, and other apparatus and installations built or set up to serve only a certain Unit or a certain group of Units and which are designated as Limited Common Areas and Facilities on the Drawings or pursuant to Rules and Regulations adopted by the Association. All electrical fixtures (other than

light poles), utility pipes and lines, wires, conduits, ducts, faucets, shower heads, plugs, connections or fixtures, as defined by the laws of the State of Ohio, and all replacements thereof which are a part of or are located in the Common Areas and Facilities, but which are entirely for the benefit of or to serve one Unit, shall also be Limited Common Areas and Facilities, reserved for the exclusive use of the Unit which they serve.

1.3.3 Ownership and Use of Common Areas and Facilities. Each Owner of a Unit shall own an undivided interest in the Common Areas and Facilities as a tenant in common with all other such owners and, except as otherwise limited in this Declaration, in the Code of Regulations and in the Rules and Regulations, each Unit Owner shall have the right to use the Common Areas and Facilities for all purposes incident to the use and occupancy of his or her Unit as a place of residence. Each Owner of a Unit shall have the right to all other incidental uses permitted by this Declaration, the Code of Regulations and the Rules and Regulations including the nonexclusive easement, together with other Unit Owners, to the use and enjoyment of the Common Areas and Facilities and for ingress and egress to and from the respective Units, which rights shall be appurtenant to and shall run with his or her Unit. Any assignment, conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Areas and Facilities will be void unless the Unit to which that interest is allocated is transferred therewith.

The extent of such ownership in the Common Areas and Facilities is hereby deemed to be, and expressed by, the percentage amount hereinafter set forth. A Unit's percentage interest in the Common Areas and Facilities is based on the proportion that the par value of such Unit bears to the aggregate par value of all the Units having an interest in the Common Areas and Facilities. The Declarant and the Association reserve the right to round-up or round-down the percentages of ownership in the Common Areas and Facilities for any one or more Units in order that the total percentages of ownership equal one hundred percent (100%). The percentage interests shall remain constant and shall not be changed except by an amendment pursuant to Article 12 of this Declaration or by an amendment to this Declaration unanimously approved by all Unit Owners affected by such change. Until amended in one of the ways provided in the immediately preceding sentence, the percentage of ownership of the Common Areas and Facilities attributable to the ownership interest in each Unit and for the division of common surplus and expenses as hereinafter described in Section 6.7 of this Declaration, shall be as set forth in Exhibit E attached hereto.

1.3.4 Definition of Declarant. Whenever the term Declarant is used in this Declaration or in the Code of Regulations, it shall mean Fischer Attached Homes, Ltd., prior to the Grantee Turnover Date as that term is hereinafter defined. After the Grantee Turnover Date, the term Declarant shall mean any party to which the Declarant has conveyed all its right, title and interest in and to the Condominium Property and Parcel 2. Such conveyance shall be deemed to be an assignment of all the Declarant's rights hereunder, unless a contrary intention is expressly stated in the instrument of conveyance. The "Grantee Turnover Date" shall be the date when the above-described conveyance is recorded in the Warren County, Ohio Recorder's office.

1.3.5 The Community and Recreational Facilities. The Declarant has not constructed any community or recreational facilities on the Condominium Property. The Declarant is constructing certain common community and recreational facilities, including a clubhouse, swimming pool and exercising equipment (collectively, hereinafter "Recreational Facilities") on part of the Additional Property described as Parcel 2 that may be added in the future to the Condominium Property. The Unit Owners shall have the right, easement, and privilege of using these Recreational Facilities subject to the Rules and Regulations, and each Unit Owner's condominium assessment shall include its pro rata share of the maintenance of such Recreational Facilities. Declarant may, but is not under any obligation to, construct additional recreational facilities on Parcel 2. The Declarant may, but is not required to submit the Recreational Facilities to the Declaration nor is it required to submit any additional recreational facilities that it may construct to the terms of this Declaration.

The Declarant hereby reserves an easement, for itself, its successors and assigns, to use any community facilities which are now a part of or which may, along with any Recreational Facilities, hereafter be added by Declarant to the Condominium Property, together with the right of ingress and egress thereto, which easement may be assigned, transferred, or conveyed by the Declarant at any time prior to the earlier of five (5) years after the date of incorporation of the Association or the date when the Declarant first holds less than twenty-five percent (25%) of the total voting power in the Association, to any parties who may hereafter own or occupy residential units located hereafter on Parcel 2; provided that Declarant, by assignment, grant or otherwise shall not cause a total of more than two hundred (200) residential Units (including Unit Owners or Owners or occupants of separate residential units located on Parcel 2) to have the right to use said Recreational Facilities as of the date of such assignment, grant or transfer, and provided, further, that no such assignment, grant or transfer shall be effective unless the Declarant has complied with the requirements of the last sentence of the last paragraph of this Section 1.3.5.

The Association shall be responsible for the payment of the percentage of all operating, maintenance, repair, insurance, and reasonable contingencies and replacements and reserve expenses for such community and Recreational Facilities equal to the percentage of the number of Unit Owners over the total number of all assessable parties/residential units entitled to use any such Recreational Facilities. The Association shall assess the Unit Owners for such expenses as set forth in Article 6 hereof. To the extent that Declarant grants to parties other than the Unit Owners and their respective family members, lessees, invitees and successors in interest the right to use any such community and Recreational Facilities, such other parties shall each pay to the Association an equal share of that percentage of those expenses not required to be paid by the Association members. All Unit Owners and other parties who have the right to use any such community and Recreational Facilities shall pay their respective assessments as stated in this paragraph whether or not they actually use any such Recreational Facilities, and the Association shall have all rights and remedies with respect to such assessments as it has with respect to other assessments against Unit Owners. Declarant shall establish restrictions in connection with the conveyance or lease of any part of Parcel 2 to any party who does not thereby become a member of the Association and

who becomes entitled to use such Recreational Facilities providing that: (a) such party, his lessees, successors and assigns, and the part of Parcel 2 thereby conveyed or leased, shall be subject to the same rules, regulations, assessments, and other provisions of this Declaration and the Bylaws, related to such use, and to the maintenance, repair and replacement of such Recreational Facilities, as Unit Owners, whether or not such party exercises such right of use; and (b) that a lien can be imposed on and enforced against the property being conveyed or leased if any such assessments are not paid when due in the same manner and to the same extent that such a lien could be imposed on and enforced against a member of the Association.

1.3.6 Partition. There shall be no partition of the Common Areas and Facilities through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; except for the situation described in the next following paragraph, such a termination requires the unanimous affirmative vote of all Unit Owners.

If any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such ownership interest as between such co-owners. No Unit may be partitioned or subdivided without the prior written consent of the first mortgagee on such Unit. No owner may sever his or her ownership in the Common Areas and Facilities which is appurtenant to his or her Unit.

1.3.7 Regulation of Use of and Management of Common Areas and Facilities.

1.3.7.1 Regulation by Association. No person shall use the Common Areas and Facilities or any part thereof in any manner contrary to or not in accordance with the Rules and Regulations, or in any way that will adversely affect or cause any reduction in value of any other property owned by Declarant. Without in any manner intending to limit the generality of any other provisions of the Declaration or the Code of Regulations, and subject to the provisions of Articles 2 and 5 of the Declaration, and to any other provisions of the Declaration and any exhibits thereto dealing with the Common Areas and Facilities, the Rules and Regulations may limit the use of the Common Areas and Facilities to members of the Association and their respective families, permitted lessees, guests, invitees, servants, heirs and assigns, as well as provide for the exclusive use by a Unit Owner, members of his or her family, permitted lessees, invitees, servants, his or her guests, and his or her heirs and assigns of Limited Common Areas and Facilities. Such exclusive use may be conditioned upon, among other things, the payment by the Unit Owner of such assessment as may be established by the Association for the purpose of defraying the costs thereof. Subject to the provisions of the Declaration, the Code of Regulations and the Rules and Regulations, all Unit Owners may use the Common Areas and Facilities in such manner as will not restrict, interfere, or impede with the use thereof by the other owners.

1.3.7.2 Management, Maintenance, Repairs, Alterations and

Improvements. Except as otherwise provided herein, management, maintenance, repair, alteration and improvement of (i) the Common Areas and Facilities which are not Limited Common Areas and Facilities, including without limitation the exterior of all buildings, doors, window and door trim (except glass and screens which are a part of a Unit) all yards and grassy areas, all roadways, parking areas and parking spaces; (ii) those parts of the Limited Common Areas and Facilities and Units which contribute to the support of any building excluding the interior wall, ceiling and floor surfaces; (iii) certain garage spaces which have been assigned to a particular residential Unit, all parking spaces, patios, patio area wells and decks which are Limited Common Area; and (iv) the Recreational Facilities, shall be the responsibility of the Association.

The Association shall fulfill this responsibility to maintain the Common Areas and Facilities and all other property which is required to be maintained by the Association in a good state of repair by either providing self management or by entering into a management contract with a management company (the "Manager"). These services include lawn and private roadway maintenance and other services related to the Common Areas and Facilities. The Declarant reserves the right to execute a management contract with a Manager whereby such Manager will assume the management, on behalf of the Association, of the Common Areas and Facilities for an agreed upon management fee. Any such management contract shall have an initial term of one (1) year, subject to the rights of either party to cancel the contract without payment of a termination fee upon giving the other party ninety (90) days prior written notice, and may be renewed by the Declarant. Notwithstanding the foregoing to the contrary, neither the Association nor the Unit Owners shall be subject to any management contract executed prior to the date that control of the Association is transferred to the Unit Owners for more than one year subsequent to that assumption of control unless such a contract is renewed by the requisite vote of the Unit Owners.

If professional management has been required by any Eligible Mortgagee (as hereinafter defined) or by any insurer or guarantor of an Eligible Mortgagee's mortgage ("Eligible Mortgage"), the Association may not assume self-management without the prior consent of Unit Owners holding not less than seventy-five percent (75%) of the total voting power in the Association and of Eligible Mortgagees holding first mortgages on Units having not less than fifty-one percent (51%) of the total voting power of all Units on which an Eligible Mortgage exists ("Required Eligible Mortgagee Vote").

ARTICLE 2

General Provisions as to Units, Common Areas and Facilities

2.1 Maintenance of Units and Common Areas and Facilities.

2.1.1 By The Association. The Association, at its expense, shall be

responsible for the maintenance, repair and replacement of all portions of the Common Areas and Facilities that are not Limited Common Areas and Facilities and of those portions of each Unit and of the Limited Common Areas and Facilities which contribute to the support of the buildings, excluding, however, any surface of interior walls and of ceilings and floors of the Unit. This shall include without limitation, the maintenance, repair, replacement and painting of: (a) all roadways, driveways, pavement, sidewalks, porches, parking areas and parking spaces; (b) all yards, gardens, trees, lawns, fences and grassy areas; (c) the exterior of all buildings (including, but not limited to, the exterior brick facade), window and door trim and other improvements which are a part of the Condominium Property, the exterior of all Unit doors, storage area doors located outside a Unit and garage doors, (except glass and screens which are a part of a Unit) and all roofs; (d) fire walls; and (e) the Recreational Facilities. In addition the Association shall maintain, repair and replace: (a) the patios, patio area wells, balconies, decks, privacy fences, storage closets, garage spaces which have been assigned to a particular residential Unit (except garage doors, garage door tracks, hardware and automatic openers), parking spaces which are a part of the Limited Common Areas and Facilities; (b) all conduits, ducts, utility pipes, plumbing, wiring, and other facilities that are a part of or located in, or for the furnishing of utility services to, the Common Areas and Facilities and which are not Limited Common Areas and Facilities reserved for the exclusive use of a single Unit; and (c) all other property which is required to be maintained by the Association in a good state of repair.

2.1.2 Unit Owner. The responsibility of each Unit Owner shall be as follows:

2.1.2.1 To appropriately and in a timely manner maintain, keep in good order, repair and replace at his or her expense all portions of his or her Unit, including without limitation the interior of all Unit doors as well as the replacement of the same, all windows, weatherstripping, window frames, locks, door frames and hardware, water sillecocks, vestibules and entry ways of the Unit, glass and screens (except as provided above in Section 2.1.1), and all internal and external installations of such Unit such as appliances, smoke detectors, heating, ventilating, plumbing, mechanical, electrical and air conditioning, fixtures or installations, and any portion of any other utility service facilities serving only his or her Unit, built-in bathroom cabinets and kitchen cabinets, built-in fireplaces, built-in appliances, refrigerators, ranges, and any other finishing material(s) or items applied to the interior surface of any perimeter walls, all interior walls, ceilings, and floor surfaces, and the interior of all garage doors as well as the replacement of the same, all other portions of the garages (except as provided above in Section 2.1.1), including without limitation, garage door tracks, hardware and automatic openers and the interior surface of the walls, floors and ceilings of the garage.

2.1.2.2 To appropriately and in a timely manner maintain, replace and repair all Limited Common Areas and Facilities reserved for the exclusive use of his or her Unit including, without limitation thereto, the interior of the storage areas located outside the Units, doors as well as the replacement of the same, all other portions of the storage areas

(except as provided in Section 2.1.1 above), including without limitation the interior surface of the walls, floors and ceilings of the storage areas, chimneys, if any, dryer vents, bath vents, and all other associated structures and fixtures which are appurtenances to his or her Unit, excluding, however, the exterior and other painting, maintenance, replacement and repair to be done by the Association pursuant to Section 2.1.1 hereof and the other provisions of the Declaration. The foregoing responsibilities of each Unit Owner include, without limitation thereto, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances except said excluded items.

2.1.2.3 To perform his or her responsibilities in such manner so as not unreasonably to disturb other members of the Association.

2.1.2.4 Not to paint or otherwise decorate or change the exterior appearance of any doors, windows, door or window trim or of any patios, patio area wells, porches, decks, garages or of any portion of the buildings or other improvements not within the walls of the Unit, unless the prior written consent of the Association is obtained.

2.1.2.5 To report promptly to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association or with another Unit Owner.

2.1.2.6 Not to make any alterations in the portions of the Unit or the buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the buildings, including, without limitation thereto, any repair to or alteration of any fire walls without first obtaining the written consent of the Association. No Unit Owner shall impair any easement without first obtaining the written consents of the Association and of the Unit Owner or owners for whose benefit such easement exists.

2.1.2.7 To maintain, repair and replace exterior light fixtures attached to the Unit, including the replacement of light bulbs.

The Unit Owner's obligation to maintain, repair or replace the items set forth in this Section are applicable whether or not such items are part of such Unit Owner's Unit, the Common Areas and Facilities or the Limited Common Areas and Facilities for such Unit.

2.1.3 No Personal Liability of Managers and Officers. Nothing contained in this Declaration, the Code of Regulations, or in the Rules and Regulations enacted pursuant thereto shall be construed so as to impose personal liability upon any member of the Board of Managers, or any Officer of the Association, as such Board member or Officer for the maintenance, repair and/or replacement of any Unit or of any part of the Common Areas and Facilities, or give rise to a cause of action against any of them. None of the Board members or Officers shall be liable in

their capacities as such Board members or Officers for damages of any kind, other than damages from their own willful misconduct or bad faith. The Association shall indemnify every Board member and Officer against such liability, other than willful misconduct or bad faith, with insurance coverage which shall be paid for by the Association.

2.2 Repairs to Common Areas and Facilities Necessitated by Unit Owner's Acts. Each Unit Owner shall be deemed to agree by acceptance of delivery of a deed to a Unit, to repair and/or replace at his or her expense all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of his or her own intentional or negligent act or omission, or by the intentional or negligent act or omission of any invitee, tenant, licensee, family member or guest of such owner or of such tenant, invitee or licensee, including, but not limited to, any repairs necessary which result from damage incurred by pets or vehicles owned or used by the Unit Owner, or owned or used by any guest, invitee, tenant or licensee of such Unit Owner.

2.3 Construction Defects. The obligation of the Association and of the Unit Owner to repair, maintain and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property.

2.4 Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Unit Owner in performing its, his or her obligation hereunder.

2.5 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his or her ownership in a Unit without including therein both his or her interest in the Unit and his or her corresponding percentage of ownership in the Common Areas and Facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser of a Unit, description by Unit number and reference to this Declaration and to the attached Drawings, and to any amendments thereof, shall be adequate to convey the fee simple title thereto together with the percentage interest in and to the Common Areas and Facilities.

2.6 Easements.

2.6.1 Encroachments. If, by reason of the construction, settlement or shifting of the buildings or by reason of the partial or total destruction and rebuilding of the buildings, any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities, or, if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an owner to use or occupy, for normal uses and purposes, any portion of the Common Areas and Facilities, consisting of unoccupied space within the building and adjoining his or her Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit presently encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit if such encroachment occurred due to the willful conduct of such owner.

2.6.2 Additional Easements. It is intended that the boundaries for each Unit are the underside of any interior finished surface and the top side of any interior unfinished surface of the floor of the Unit; the underside of the finished surface or, if unfinished, the interior surface of any perimeter wall of the Unit; and the underside of the finished surface or, if unfinished, the interior surface of the ceiling of the Unit; with all of the above projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions as may be necessary to form a complete enclosure of space with respect to any such Unit. However, errors may have occurred in the actual placement of perimeter walls during the course of construction. Whenever improvements on the Condominium Property, including walls, are not precisely where they should be to create the boundary line intended, there shall be by virtue of the provisions hereof, all such easements as may be necessary or appropriate in order to place each party in the same position as though such improvements were precisely where they should be to create the boundary line intended. Further, and without limitation of the foregoing, the legal description of the Units concerned may be changed or amended, and each of the owners concerned shall without further consideration execute and deliver all such conveyances or other instruments as may be necessary or appropriate so as to place the boundary line concerned precisely where it should be, or, alternatively, each of the Unit Owners concerned shall without further consideration execute and deliver all such grants of easement and other and further documents as may be necessary or appropriate.

Every Unit and every part of the Common Areas and Facilities shall have an easement for lateral and subjacent support from every other Unit and all other parts of the Common Areas and Facilities.

2.6.3 Maintenance Easements. The owner of each Unit shall be subject to easements for access arising from necessity of maintenance, repair, service or operation of the Condominium Property and Additional Property. Any damage or destruction of the Condominium Property resulting from the Association's or Declarant's utilization of such easement (including the easements set forth in Sections 2.6.4 and 2.6.5) shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the Association or Declarant respectively. The owner of each Unit shall have the permanent right and easement to and through the walls which are not a part of his or her Unit under Section 1.2 and through the Common Areas and Facilities for the use of water, sewer, electrical, and other utilities now or hereafter existing within the Common Areas and Facilities and such walls.

2.6.4 Easements for Certain Utilities. Each Unit will be burdened by an easement, which easement is hereby reserved by the Declarant, in favor of the Declarant and the Declarant's successors and assigns on, over, under, through and across the Condominium Property to construct, install, erect, place, locate, relocate, maintain, repair, replace, reconstruct, use and operate such pipes, conduits, wires, fixtures and appurtenances as are necessary or desirable to provide adequate systems for supply of electricity, water, gas, sewage disposal, storm and surface water drainage and disposal, telephone, lighting, communications and any other utility facilities or quasi-utility services to the Condominium Property and to the Additional Property; and each Unit Owner by acceptance of delivery of a deed to a Unit, hereby grants the Declarant and the Declarant's successors and assigns an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing. The Declarant may assign these easement rights to any public utility or quasi-public utility companies including, but not limited to, the Cinergy Gas & Electric Company, the Sprint Telephone Company, the City of Mason Water & Sewer District and any private cable communications system all in the sole and absolute discretion of the Declarant and as the Declarant may determine from time to time.

2.6.5 Easements Through Walls Within Units. Easements are hereby reserved, declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the Units or in the air space between perimeter walls of adjoining Units, whether or not such walls lie in whole or in part within the Unit boundaries.

2.6.6 Private Roadway Easements. The Condominium Property and Parcel 2 are benefitted by and subject to a certain Declaration of Covenants, Easements and Restrictions (the "Roadway Declaration"), dated March 28, 2001 and recorded in Official Record Book ____, Page ____ of the Warren County, Ohio Recorder's Office, which grants to all Unit Owners, the nonexclusive right of ingress and egress on, over and across a certain private roadway located on or to be located on the Condominium Property and Parcel 2, which private roadway extends or shall extend from the Condominium Property and Parcel 2 to Stone Ridge Drive, a dedicated public street (the "Roadway"). The Roadway Declaration requires that the Unit Owners pay their

proportionate share for the maintenance and repair of the Roadway as a common expense of the Association. Upon Declarant obtaining title to all or any part of the Roadway, Declarant reserves the right to have all or a part of the Roadway dedicated as a public street; and if and when such Roadway or part thereof is dedicated, the Roadway Declaration shall terminate automatically as to the entire Roadway or the portion thereof so dedicated. In addition, upon Declarant obtaining title to all or any part of the Roadway, Declarant reserves the right to have all or part of the Roadway submitted to the Declaration, upon submission, the Roadway or part thereof so submitted to the Declaration shall become part of the Condominium Property, and shall be deemed to be and shall be Common Area and Facilities. For all terms and conditions of the Roadway Declaration, reference shall be made to the Roadway Declaration, a copy of which is attached hereto as Exhibit F and made a part hereof.

2.6.7 Easements Reserved by Declarant. Declarant hereby reserves the easement for itself, its grantees, successors and assigns, to enter upon the Condominium Property to install, maintain, repair, replace, connect to, dedicate and use pipes, wires, antennas, cables, towers, conduits and other lines and facilities for the purpose of providing water, sanitary sewer, storm sewer, electrical, gas, telephone, television, cable television, computer, and other utility and quasi-utility services to part or all of Parcel 1 and Parcel 2, and to enter upon the Condominium Property to the extent necessary to construct residential Units, garage Units and/or other improvements on Parcel 2. Additionally, the Declarant hereby reserves for itself and its successors and assigns, easements on, over, under, through and across the Condominium Property with the right to convey any such easement to any public agency, authority or utility, for the benefit of Unit Owners and/or prospective Unit Owners, which easements shall be for and include the right to construct, install, erect, place, locate, relocate, maintain, repair, replace, reconstruct and use pathways, sidewalks, roadways, streets, tunnels, bridges and other accessory and appurtenant improvements for pedestrian and vehicular traffic, outdoor lighting systems and signage necessary and appropriate to illuminate, identify and provide directional information all for the benefit of the Condominium Property and the Additional Property.

In the event that at any time, and from time to time, the Declarant desires to relocate any such easements, the Unit Owners and the Association shall, at the Declarant's request, execute, acknowledge, and deliver any and all deeds of easements and other instruments as may be reasonably requested by the Declarant, to convey or more particularly describe the easements or any relocations thereof reserved herein to the Declarant in accordance with survey descriptions prepared by, and at the expense of the Declarant. All easements provided for in the Declaration, the Condominium Drawings or reserved in deeds to Units, shall be perpetual, appurtenant to the Units which they benefit and shall run with the land. All easements shall be nonexclusive unless otherwise determined by the Declarant. They shall be binding upon the Declarant, the Unit Owners and the Association and all of their successors and assigns and the heirs and executors of any individuals and shall be deemed real covenants.

Declarant may assign, grant or otherwise transfer to any party now or hereafter having any interest in Parcel 2 the easement to use, maintain, repair and replace any of the items listed in the first paragraph of this Section 2.6.7 which now or hereafter serve or are located on Parcel 1 without the consent of any party having any interest in Parcel 1. However, any utilization of the foregoing rights and easements reserved shall not unreasonably interfere with the use and enjoyment of the Condominium Property; and, if any damage, destruction or disturbance occurs to the Condominium Property as a result of such utilization, the Condominium Property shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the person or persons making such utilization.

Declarant hereby reserves unto itself, its successors and assigns, for the benefit of any party now or hereafter having any interest in Parcel 2, a non-exclusive easement for ingress, egress, and parking over all roadways and parking areas in Parcel 1, subject to any Rules and Regulations promulgated by the Association.

2.6.8 Easement for Recreational Facilities. Declarant hereby grants to Unit Owners and their heirs, successors and assigns, a non-exclusive easement to use any Recreational Facilities located on Parcel 2, with the right of ingress and egress thereto. This easement to use any Recreational Facilities may also be granted by the Declarant to any party who may now or hereafter own or occupy residential units on all or part of the Additional Property in the event such units are not submitted to the Condominium Property, provided, however, that (1) any such party (excluding the Declarant and its successors and assigns) benefitted by this easement shall be obligated to pay the Declarant, its successors and assigns, an assessment for such use; (2) any such party's residential unit shall be subject to the lien rights of the Association to the same extent as Unit Owners; (3) the Declarant's right to assign this easement shall expire on the sooner to occur of five (5) years after the date of this Declaration or upon the date when the Declarant owns fewer than twenty-five percent (25%) of the maximum number of Units that could be submitted to the Condominium if all phases were developed; and (4) in no event shall more than two hundred (200) families or family-sized groups have the right to use such Recreational Facilities. Assessments shall be determined in the same manner, and cover and include the same expenses as is the case with regard to the Recreational Facilities easement reserved by the Declarant under Section 1.3.5 of this Declaration. Users shall be required to comply with the rules and regulations published from time to time by the then Owner of such Recreational Facilities. The assessment for the cost of operating, maintaining, repairing, insuring and including reasonable contingencies and replacements and reserve expenses, for such Recreational Facilities shall be a part of the Assessment collected by and billed by the Association to Unit Owners, and the Association shall be directly responsible for remitting the expenses assessed to individual Unit Owners to the Owner of the Recreational Facilities.

2.6.9 Easements to Run With Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns,

and any owner, purchaser, mortgagee and other person now or hereafter having an interest in the Condominium Property, or any part or portion thereof, and their respective successors, assigns and heirs.

2.6.10 Reference to Easements in Deeds. Reference in the respective deeds of conveyance, or any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees in said instruments as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such instruments.

ARTICLE 3 **Unit Owners' Association**

3.1 Membership. Declarant shall cause to be formed an Ohio corporation not for profit to be called "Marival at Weatherstone Condominium Owners' Association, Inc." (hereinafter and hereinafter called the "Association"). Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association, and no party other than a Unit Owner shall be a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his or her Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. The Board of Managers and Officers of the Association shall be elected or appointed as provided in the Code of Regulations and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the Code of Regulations and by this Declaration upon the Association, except as otherwise specifically provided. If any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an Officer or member of the Board of Managers solely in his or her capacity as an Officer or a member of the Board of Managers, he or she shall be deemed to act in such capacity to the extent required to authenticate his or her acts and to carry out the purposes of this Declaration and the Code of Regulations.

3.2 Service of Process. The person to receive service of process for the Association until the President of the Association is a Unit Owner shall be James D. Wigger whose address is 2670 Chancellor Drive, Suite #300, Crestview Hills, Kentucky 41017. After a new President is elected who is a Unit Owner, his or her name and address (and that of each successor) shall be filed with the Secretary of State of Ohio on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio not for profit corporation.

ARTICLE 4
Architectural Control

Except for initial construction of Units and improvements on the Condominium Property by the Declarant prior to the time Declarant has sold and conveyed all of the Units within the Condominium Property, which construction and improvements shall be under the exclusive control of the Declarant, no exterior addition or change (including any change in color) or alteration thereof shall be made until a detailed set of plans and specifications showing the nature, shape, heights, widths and the other features of such contemplated improvements has been submitted to and approved by the Board of Managers. Such plans and specifications shall be in such form and shall contain such information as the Board of Managers may reasonably require, including, but not limited to, any or all of the following: a site plan; proposed landscaping; patio and walkway locations; description of materials; location of lighting; architectural plans including cross-sections, floor plans and elevations; evidence of conformity with building codes; the exterior design, color and the location of the proposed improvements in relation to the surrounding improvements and topography of the Condominium Property. The Board of Managers shall either (i) approve the plans and specifications, or (ii) disapprove them. The approval of the plans and specifications by the Board of Managers shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws. Such submission to the Board of Managers shall be in person, or by registered or certified mail, with return receipt, directed to the Manager, or if there is no manager, to the Board of Managers of the Association.

In the event of a violation of the provisions of this Section 4, the Board of Managers shall have the right to enforce this Section by any proceedings authorized in this Declaration, the Disclosure Statement, the Code of Regulations or by law or equity.

The Board of Managers may charge reasonable fees for the processing of said plans and specifications and any inspection of a Unit in connection therewith. Fees shall be paid at the time the plans and specifications are submitted to the Board of Managers.

Each Unit Owner, prior to initial construction of any accessory structure to a Unit, shall secure the Declarant's approval of plans and specifications (as provided above). Approval of plans and specifications by the Declarant shall be conducted in the same manner and in the same time frame as set forth in the first paragraph of this Section 4. The Declarant shall have all legal and equitable remedies available under the Declaration to enforce its decision against Unit Owners, or their successors and assigns.

Notwithstanding the other provisions herein, a Unit Owner of any Unit may, at his/her expense, have such reasonable modifications made to the interior and exterior of his Unit and the Common Areas and Facilities and Limited Common Areas and Facilities as may be necessary to afford physically handicapped persons full enjoyment of his Unit. Any modifications to be

undertaken to the exterior of a Unit or the Common Areas and Facilities or Limited Common Areas and Facilities, shall comply with the guidelines and regulations of the United States Department of Housing and Urban Development for buildings and facilities providing accessibility and usability for physically handicapped people; and shall be undertaken pursuant to a contract, the terms, conditions and specifications of which, shall be approved by the Board of Managers of the Association. The approved contractor shall provide an adequate performance bond for the benefit of the Association.

Notwithstanding the other provisions herein, including those requiring approval of the Association, the Board of Managers of the Association is authorized to make reasonable accommodations to any rules, policies, practices or services as may be necessary to afford a handicapped person equal opportunity to use and enjoy his Unit, including the Common Areas and Facilities and Limited Common Areas and Facilities.

ARTICLE 5
Covenants and Restrictions as to
Use and Occupancy

The following covenants, restrictions, conditions and limitations as to use and occupancy which shall run with the land shall be binding upon each Unit Owner, his or her family members residing in or occupying his or her Unit, guests, invitees, tenants, licensees, heirs, executors, administrators, successors and assigns.

5.1 Purpose of Condominium Property. Except as otherwise provided in this Declaration, no part of the Condominium Property shall be used for other than housing and the common recreational purposes for which the Condominium Property was designed, and each Unit shall be used only for residential and related garage purposes, unless the Board of Managers authorizes some other use. Except for the construction, sales and management activities of the Declarant, no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, may be conducted, maintained, or permitted on any part of the Condominium Property, unless permitted by the Board of Managers. To the extent permitted by law, an owner may use a portion of his or her Unit for an office or studio (other than a music and/or dance studio) provided that the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and provided further that such activities do not increase the normal flow of traffic of individuals in and out of the Condominium Property or in and out of said owner's Unit. No one shall be permitted to own a garage Unit, unless such person shall also own a residential Unit. Additionally, garages and garage Units shall be used solely for the storage of motor vehicles and may not be converted into living area or storage area or used as a workshop or place of business.

5.2 Obstruction of Common Areas and Facilities. There shall be no storage or parking of any items, including baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in any part of the Common Areas and Facilities, except as permitted by the Rules and Regulations. Patios, decks and balconies may be used only for their intended purposes.

5.3 Parking. Except for vehicles being used by persons providing services to the Declarant, the Association, the Unit Owners or otherwise used or authorized in writing to be used at the Condominium Property by the Declarant, no part of the Condominium Property may be used for the parking of any trailer coaches, house trailers, mobile homes, automobile trailers, camp cars, recreational vehicles, campers, commercial trucks, boats, boat trailers or any other similar vehicles (collectively the "Special Vehicles"), unless such Special Vehicles are parked in a garage of the Unit Owner who owns such Special Vehicle and the garage door of such Unit owner is completely closed at all times when a Special Vehicle is parked therein. Operative vehicles other than Special Vehicles used by a resident of a Unit as a primary source of transportation may be parked in a garage and/or the Limited Common Areas and Facilities designated as parking spaces for such Unit Owner. However, the residents of any one residential Unit may not collectively park more than two (2) operative vehicles on the Condominium Property. Inoperative vehicles may not be parked on the Condominium Property unless these inoperative vehicles are parked in a garage with the garage door completely closed. No auto maintenance and/or repairs may be performed on the Condominium Property except if performed inside the garage of a Unit Owner with the garage door closed.

5.4 Additional Structures. No additional and/or accessory structures of any nature whatsoever shall be erected upon the Common Areas and Facilities, as well as on the buildings and other improvements which are located on Parcel 1 on the date that this Declaration is recorded, other than reasonably similar replacements thereof, or other improvements approved in advance by the Board or the Association.

5.5 Compliance With Insurance Policies and Waste. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Areas and Facilities which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Areas and Facilities.

5.6 Exterior Surfaces of Buildings. Unless otherwise approved in writing by the Association, Unit Owners shall not cause or permit anything to be hung, affixed or displayed on the inside and/or outside or visible from the outside of windows, doors, walls or on the roof of any building, including, but not limited to, reflective-type materials, awnings, canopies, shutters, decorative door arrangements, banners, flags (except the American flag), radio or television antenna, and no sign (other than those described in Section 5.11 hereof and directional signs or

signs concerning the use of the Common Areas and Facilities). Unless otherwise approved in writing by the Association, Unit Owners shall not permit any curtains, shades or other window coverings to be hung inside or outside any windows and/or windowed doors which will show any color other than white or beige tones on the outside.

5.7 Animals and Pets. No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities, except that two (2) dogs or two (2) cats, or one (1) of each, or other household pet may be kept in a Unit, subject to the Rules and Regulations, provided that it is not kept, bred or maintained for any commercial purpose, and provided that it is kept subject to the Rules and Regulations of the Association. Dogs, cats or other household pets must be kept within the confines of the Owner's Unit except when being held on hand leash by the person attending the animal. A Unit Owner shall be responsible for cleaning up after his household pet. Notwithstanding the above, the Association shall have the right to promulgate Rules and Regulations pertaining to the size, number and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pets. Additionally, the right of an occupant to maintain an animal in the Units 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. No dog house or other structure used or intended for the housing or keeping of the animals may be constructed, placed or maintained on any part of the Common Areas and Facilities, including the Limited Common Areas and Facilities.

5.8 Nuisances. No obnoxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, 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.

5.9 Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of any building or which would structurally change any building.

5.10 Laundry or Rubbish and Open Fires in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas and Facilities or Limited Common Areas and Facilities. The Common Areas and Facilities and Limited Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials. All trash, garbage or other rubbish shall be deposited only in covered sanitary containers as provided in Section 5.14 below. No open fires shall be permitted on any part of the Condominium Property other than fires in charcoal grills or other similar cooking devices located within the Limited Common Areas and Facilities provided it does not violate any local governmental rules and regulations or interfere with other Units.

5.11 Prohibited Activities. Except as otherwise provided in this Declaration, the Code of Regulations and the Rules and Regulations, no business, trade, industry, occupation or

profession of any kind, whether for profit or not-for-profit, shall be conducted, maintained or permitted on any part of the Condominium Property.

A Unit Owner is permitted to place and maintain a standard "For Sale" or "For Rent" sign only in the window of his/her Unit; provided however it is of a typical size within the industry. No other sign which is visible from the outside of Units may be placed on any part of the Condominium Property except as expressly permitted by the Board of Managers. A Unit Owner must obtain the prior written consent of the Board of Managers in the event a Unit Owner desires to maintain a "For Sale" or "For Rent" sign which is not of a typical size within the industry, or desires to maintain other displays of advertising, unless otherwise provided for under the Rules and Regulations. The right is reserved by the Declarant to use any such unsold or unoccupied Units or other structures on the Condominium Property as models and/or offices in connection with the construction, sale or rental of Units.

So long as the Declarant owns a Unit no action may be taken nor may any Rule or Regulation be adopted or amended that would (a) directly or indirectly alter the exterior appearance of any part of the Condominium Property; (b) reduce or discontinue any maintenance standard or practice in effect as of the date when the Declarant no longer controls the Board of Managers; (c) adversely affect the Declarant's sale or leasing of any Units; or (d) otherwise adversely affect the Declarant, any of its rights, or any Unit owned by it without, in each case, first obtaining the Declarant's written consent.

5.12 Alteration of Common Areas and Facilities. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except as otherwise provided in this Declaration and except upon the written consent of the Association. In addition, no Unit Owner shall install any landscaping and/or plant any vegetable or herb garden in the Common Areas and Facilities, unless the prior written consent of the Board of Managers is obtained.

5.13 Rental of Units. The Owners of the respective Units or any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in this Declaration and to the Code of Regulations and Rules and Regulations. However, neither a Unit Owner nor any first mortgagee in possession shall lease less than an entire Unit nor shall any Unit be leased for a term of less than six (6) months, and the respective Units shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service and furnishing of laundry and linen. In case of the lease of a garage Unit, the tenant must be an Owner or lessee of a residential Unit. All leases of any Unit shall be in writing. All such leases shall provide that they are subject to all of the provisions of the Declaration, the Code of Regulations and the Rules and Regulations and that any failure by the lessee to comply with any of such provisions shall constitute a default under the lease. A copy of each such lease shall be given to the President and the Manager of the Association immediately after it is executed.

5.14 Trash Disposal. Although Unit Owners are responsible for individual trash removal, all trash, garbage or other rubbish shall be deposited by each Unit Owner into covered sanitary containers to be kept indoors or as otherwise directed and instructed by the Association. Containers placed at curb for pickup shall be moved back indoors by all Unit Owners within twelve (12) hours of pickup by the garbage collector.

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

5.16 Fencing. No fencing (including invisible dog-type fencing) or walls shall be permitted on the Common Areas and Facilities or Limited Common Areas and Facilities with the exception of those installed by Declarant without the prior written consent of the Association.

5.17 Landscaping. No Unit Owner shall install any landscaping and/or plant any vegetable or herb garden in the Common Areas and Facilities, unless the prior written consent of the Board of Managers is obtained.

5.18 Distributing Materials and Picketing. No person shall engage in the distributing of any materials on any portion of the Common Areas and Facilities without the prior written consent of the Association. Additionally, no person shall engage in any demonstration on any part of the Common Areas and Facilities, including but not limited to picketing of any Unit or any facilities which comprise the Condominium Property, marching on the Common Areas and Facilities, carrying signs or gathering for the purpose of demonstrating without the prior written consent of the Association.

5.19 Sale of Units. Except as hereafter set forth, the right of a Unit Owner to sell, transfer or otherwise convey that Owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of the Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five (5) days after interest in that Unit Owner's Unit has been transferred to another person. In addition, each Unit Owner agrees to provide to a purchaser of that Owner's Unit a copy of the Condominium organizational documents and all effective Rules and Regulations.

A Unit Owner shall be permitted to convey a garage Unit separately from a residential Unit, provided, however, that no one shall be permitted to own a garage Unit unless such person shall also own a residential Unit.

5.20 Handicap Accessibility. Notwithstanding the other provisions herein, a Unit Owner may, at his and/or her expense, have such reasonable modifications made to the interior and exterior of his and/or her Unit and the Common Areas and Facilities or Limited Common Areas

and Facilities as may be necessary to afford physically handicapped persons full enjoyment of his premises. Any modifications to be undertaken to the exterior of a Unit or the Common Areas and Facilities or Limited Common Areas and Facilities shall comply with the guidelines and regulations of the United States Department of Housing and Urban Development for buildings and facilities providing accessibility and usability for physically handicapped people; and shall be undertaken pursuant to a contract approved by the Board of Managers. The approved contractor shall provide an adequate performance bond for the benefit of the Association.

Notwithstanding the other provisions herein, including those requiring approval of the members of the Association, the Board of Managers is authorized to make reasonable accommodations to any rules, policies, practices or services as may be necessary to afford a handicapped person equal opportunity to use and enjoy his and/or her Unit, including the Common Areas and Facilities and the Limited Common Areas and Facilities.

5.21 Compliance with Covenants, Conditions and Restrictions. Every Unit Owner and other party described in the first paragraph of this Article 5 shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the Code of Regulations and with the Rules and Regulations in relation to the use and operation of the Condominium Property. A violation committed by any persons residing in, occupying or visiting a Unit at the behest or with the implied or express permission of the Unit Owner or any other occupant of the Unit, or committed by any agent, employee, business invitee, or contractor of the Unit Owner or of any person occupying a Unit, shall be attributed to that Unit and the Owner thereof. An action seeking a declaratory judgment, the recovery of sums due for damages, or injunctive relief, or any or all of them may be maintained by any interested party against the Declarant or any of its agents, any Unit Owner, or any person who has a right to occupy a Unit who has caused or may cause damage by his or her failure to comply or his or her threat not to comply with any provisions of this Declaration, the Code of Regulations, the Rules and Regulations, any management contract or any other document establishing ownership or control over any part of the Condominium Property. One or more Unit Owners may bring a class action on behalf of all Unit Owners. The lawful provisions of any of the instruments described above may, if necessary to carry out their purposes, be enforced against all or any part of the Condominium Property or against any party previously or currently owning any interest in the Condominium Property.

The Board of Managers shall have the right to prohibit any new leasing of a Unit by an Owner who is in default in the performance of any of his/her obligations as a Unit Owner under the Declaration, Code of Regulations or Rules and Regulations and the right to restrict the use of any community facilities by any Owners, tenant, guest or member of his or her family if any such party violates any of the covenants and conditions contained in the Declaration, Code of Regulations, or Rules and Regulations.

In addition to the above rights, the Board of Managers may also enter upon a Unit or any land (a) upon which a violation exists to remove at the expense of the defaulting Owner any structure,

thing or condition that exists thereon contrary to the intent and meaning of the provisions of the Declaration, Code of Regulations, and Rules and Regulations, and the Board of Managers, or its agents, shall not be thereby deemed guilty in any manner of trespass; or (b) to perform maintenance or make repairs thereon which is the responsibility of a Unit Owner who has failed to perform such maintenance or make such repairs (i) after having given such Owner at least ten (10) days prior notice, or (ii) without giving notice in the event of an emergency.

Any fines imposed by the Board of Managers, which is hereby empowered to levy reasonable fines against any Unit Owner for the failure of such Unit Owner to comply with any such covenants, conditions and/or restrictions, and any and all expenses incurred by the Association in enforcing any of the terms and provisions of the condominium instruments, including reasonable attorneys' fees to the extent permitted by Ohio law, may be levied as a Special Assessment (as hereinafter defined) against the Unit Owner in question and his or her Unit.

Any action brought by the Association hereunder may be brought in its own name, in the name of its Board of Managers or in the name of its managing agent. In any case of flagrant or repeated violation by a Unit Owner, he or she may be required by the Board of Managers to give sufficient surety or sureties for his or her future compliance with the covenants, conditions and restrictions contained in this Declaration and with the Code of Regulations and Rules and Regulations.

ARTICLE 6

Assessments

6.1 General. Assessments for the administration, maintenance, repair and replacement of the Common Areas and Facilities and for the insurance of the Condominium Property together with the payment of the common expenses, shall be made in the manner provided herein, and in the manner provided in the Code of Regulations.

6.2 Special Assessment. In addition to the other Assessments authorized herein, and to the extent that the reserve fund is insufficient, the Association may levy special assessments (hereinafter "Special Assessments") for the following reasons:

6.2.1 The amount of any operating deficit incurred in any calendar year may be paid by means of a Special Assessment sufficient in an amount so as to allow the Association to satisfy such deficit in part or in whole, provided that any such Special Assessment shall have been approved by the Board of Managers. So long as the total amount allocable to each Unit does not exceed One Hundred Twenty Percent (120%) of one twelfth (1/12) of the annual Common Assessment for that fiscal year, the Board may impose this Special Assessment. If the amount allocable to any Unit should exceed this limitation, the Special Assessment shall then be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for

such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

6.2.2 To the extent that the reserve fund is insufficient, the Board may levy Special Assessments to construct, structurally alter, or replace capital improvements which are a part of the Common Areas and Facilities, provided that funds shall not be assessed for any capital expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) for any one item or in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate in any one calendar year ("Capital Expenditure Limit") without the prior written consent of Unit Owners having at least seventy-five percent (75%) of the voting power of all Unit Owners and the consent of a majority of all Eligible Mortgagees or unless expressly stated in the annual budget. The Board of Managers shall have the authority to adjust the Capital Expenditure Limit annually to account for inflation, which adjustment shall be effective as of each January (hereinafter referred to as the "Adjustment Date") commencing with January 1, 2002, the Capital Expenditure Limit shall be increased from the Capital Expenditure Limit on the date of the Declaration ("Effective Date") by a percentage equal to the percentage increase, if any, in the Consumer Price Index, All Urban Consumers (CPI-U), (1982-1984=100). All Items, as compiled and published by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI") Date. If after the date of this Disclosure Statement, the CPI is converted to a different standard reference base or otherwise revised or ceases to be available, the determination of any new amount shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by any other nationally recognized publisher or similar statistical information selected by the Board. However, the Board of Managers is not limited by these provisions in any way in restoring or replacing damaged or obsolete portions of the Common Areas and Facilities. Until the expiration of the Development Period or the date on which Developer no longer owns a Unit, whichever is earlier, Developer shall be one of the consenting Unit Owners, or the capital expenditure shall not be made. The Board of Managers shall calculate each Unit's proportionate share of the Special Assessment for capital improvements, and shall give the Unit Owner(s) written notice of the proportionate share and of the date(s) which the Assessment is due and payable.

6.3 Special Individual Unit Assessments. The Board of Managers may levy an assessment against an individual Unit, or Units, for any of the following reasons, which shall become due and payable on such date as the Board determines and gives written notice to the Unit Owner subject thereto ("Individual Unit Assessment"):

6.3.1 any costs incurred for maintenance or repair caused through the willful or negligent act of a Unit Owner or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred; and/or

6.3.2 any costs associated with the enforcement of this Declaration or the Rules and Regulations, if any, of the Association, including, but not limited to attorneys fees, witness fees and costs, and court costs.

6.4 Assessments at Closing. At the closing on the purchase of a Unit, the purchaser is required to pay a sum equal to one and one-half (1.50) full months of the initial monthly Common Assessment due on his or her Unit as his or her initial contribution to the working capital of the Association (the "Working Capital Assessment"). This sum is not an advance payment of Assessments due hereunder; rather the sum is allocated to a working capital fund to meet unforeseen expenditures and operating expenses or to purchase any additional equipment or services. While the Declarant is in control of the Association, it cannot use any of the working capital funds to defray its expenses, reserve contributions, or construction costs. When control of the Association is transferred to the Unit Owners, the working capital fund shall be transferred to the Association for deposit to a segregated fund. After control of the Association is transferred to the Unit Owners the Declarant shall be responsible to collect the Working Capital Assessment to the working capital account and forward such funds to the Association. Additionally, at the closing, each purchaser of a Unit is required to pay a pro-rata share of the Common Assessment due in the month of closing.

6.5 Increase in Assessments. Any increase in the Common Assessment shall be assessed proportionately to each Unit Owner in accordance with the percentages set forth in Section 1.3.3 hereof. The Association must obtain the prior consent of Unit Owners holding not less than seventy-five percent (75%) of the total voting power in the Association and the Required Eligible Mortgage Vote for any increase in the Common Assessment that is raised by more than twenty-five percent (25%) of the previous assessed amount.

6.6 Water and Sewer. Water and sewer is individually metered to each Unit for water and sewer usage. Therefore, each Unit Owner will be responsible for paying any and all bills directly to the respective utility companies for his/her water and sewer usage. However, each Unit Owner will be responsible for his/her proportionate share of the water and sewer usage for the Common Areas and Facilities. Bills for water and sewer usage for the Common Areas and Facilities will be rendered to the Association, and will be a "common expense" as that term is used in Chapter 5311 of the Ohio Revised Code. The Association will include as part of the Common Assessment of each Unit Owner water and sewer charges for the Common Areas and Facilities based on his/her Unit's percentage of interest in the Common Areas and Facilities of the budgeted expenses for the same.

6.7 Division of Common Surplus and Common Expenses. The proportionate share of the separate Owners of the respective Units in the common surplus and the common expenses of the operation of the Condominium Property is based upon the proportion that the par value of the separate Owners' Unit(s) bears to the par value of all the Units. Such proportionate share of surplus and expenses of each Unit Owner shall be in accordance with the percentages set forth in Section

1.3.3 hereof. As additional Units are added to the Condominium Property, each Unit's percentage of interest will change accordingly.

6.8 Real Estate Taxes and Assessments. In addition to each Unit Owner being responsible to pay his share of the common expenses, each Unit Owner shall be responsible for paying the real estate taxes and assessments that are attributable to his respective Unit and the percentage of Common Areas and Facilities appurtenant thereto. The semi-annual amount shown on Exhibit C of the Disclosure Statement for real estate taxes is an estimate based on the following formula: The base sales price is multiplied by Warren County's common level of assessment of thirty-five percent (35%) to arrive at an assessed value. The assessed value is multiplied by the 2000 effective tax rate for the City of Mason, State of Ohio, Warren County of 45.14 per One Thousand (1,000). The new sum is then decreased by ten percent (10%), which is a credit/rollback, and then decreased by an additional two and one-half percent (2.5%) which is a homestead deduction that applies if the Unit is owner-occupied residential property. The resulting sum is the estimated yearly taxes which will be due, and this figure can be divided by two (2) to arrive at the semi-annual real estate tax and can be divided by twelve (12) to arrive at the estimated monthly taxes. The estimated semi-annual second year real estate taxes are based on a five percent (5%) increase over the first year's semi-annual real estate taxes.

6.9 Late Charges. The Association may impose a charge against any Unit Owner who fails to pay any amount assessed by the Association against his or her Unit within ten (10) days after such Assessments are due and payable and who fails to exercise his or her rights under this Declaration or under the laws of the State of Ohio to contest such Assessment in such an amount equal to the greater of (a) Twenty and 00/100 Dollars (\$20.00); or (b) twenty percent (20%) of the delinquent amount. The Board of Managers shall have the right to increase and/or decrease the amount of late charge to be imposed in their sole discretion. These late charges are necessary to defray the Association's costs in carrying the delinquent balance and in enforcing the collection of the delinquent Assessments. Additionally, if a Unit Owner shall be in default in payment of an installment upon an Assessment or of a single monthly Common Assessment, the Board of Managers has the right to accelerate all monthly Assessments remaining due in the then current calendar year. The total of such Assessments, together with the delinquent Assessments shall then be due and payable by the Owner no later than ten (10) days after the delivery of written notice of such acceleration to the Owner, or twenty (20) days after mailing of such notice to him by certified mail, whichever occurs first. If such accelerated amount is not paid by the due date, the above-described late charge may be imposed on the part of such accelerated amount not paid by the due date. Any Eligible Mortgagee of a Unit, as defined in Section 8.1 hereof, has the right to request that the Association provide timely written notice to it in the event an Assessment for said Unit is not paid by the Unit Owner within sixty (60) days of its due date.

6.10 Nonuse of Facilities. No owner of a Unit may exempt himself or herself from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his or her Unit.

6.11 Lien of Association. The Association shall have a lien upon the estate or interest in any Unit of the owner thereof and upon his or her percentage of interest in the Common Areas and Facilities for the payment of the portion of the common expenses, attorneys' fees and late charges as described above chargeable against such Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association, is filed with the Recorder of Warren County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the Unit, the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the common expenses, attorneys' fees and late charges. Such lien shall remain valid for a period of five (5) years from the time of filing thereof and shall not be affected by the sale or transfer of the Unit, 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 the Court in an action brought to discharge such lien as hereinafter provided. In addition, each Unit Owner shall be personally liable for all Assessments levied by the Association against his or her Unit while he or she is a Unit Owner.

In addition to and not in lieu of the other remedies for default provided in this Section 7.10 and elsewhere in the Declaration and Code of Regulations, the Board may restrict or terminate the right to the use of any Recreational Facilities by any Unit Owner in default under this Section 7.10, or by any family member, tenant, or invitee of the defaulting Unit Owner.

6.12 Priority of Association's Lien. The lien provided for in Section 6.11 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments. Such lien shall be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent Assessment was due. The lien provided for in Section 6.11 may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the owner or owners of the Unit affected shall be required to pay all the Association's expenses incurred in connection with such foreclosure action, including without limitation, attorneys' fees to the extent permitted by law, and a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

6.13 Dispute as to Common Expenses. If a Unit Owner believes that an amount has been improperly charged as an assessment lien against his or her Unit, he or she may bring an action under Section 5311.18(C) of the Ohio Revised Code in the Common Pleas Court of Warren County, Ohio seeking a discharge of that lien.

6.14 Purchaser at Foreclosure Sale Subject to Declaration, Code of Regulations, Rules and Regulations of the Association. Any purchaser of a Unit at a foreclosure sale shall automatically become a member of the Association and shall be subject to all of the provisions of this Declaration, the Code of Regulations and the Rules and Regulations.

6.15 Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses.

Where the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title, his, her or its successors and assigns, shall not be solely liable for the share of the common expenses or other Assessments by the Association chargeable to such Unit which became 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 all of the Units, including that of such acquirer, his, her or its successors or assigns. Therefore, a lien filed against a certain Unit for common expenses or other Assessments shall be extinguished upon the foreclosure of a first mortgage for any amount due prior to the foreclosure sale, but shall not relieve any subsequent owner of the subject Unit from paying future Assessments.

6.16 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, any grantee or his or her first mortgagee shall inform the Board of Managers in writing of such contemplated conveyance and such grantee or first mortgagee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid Assessments (including current Assessments) against the grantor due the Association. Neither the grantee nor the mortgagee shall be personally obligated for any delinquent Assessments, but such delinquent Assessments, along with interest, late charges, costs and reasonable attorneys' fees shall be a lien against the Unit in accordance with Section 6.11 herein.

ARTICLE 7

Insurance

7.1 Fire and Extended Coverage Insurance. The Association shall obtain and maintain for the benefit of all Owners and mortgagees insurance on all buildings (excluding insurance on Improvements as that term is defined below), structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable) fire, lightning, cost of debris removal and such perils as are at this time comprehended within the "all risk" form of fire insurance policy with extended coverage. The policy may include a deductible agreed to by the Board of Managers and shall be in an amount not less than one hundred percent (100%) of the then current replacement cost thereof exclusive of the cost of the land, foundations, footings, excavation, and architect's fees, without deduction for depreciation, but inclusive of the cost of the following improvements and betterments (hereinabove and hereinafter "Improvements") to any Unit, added by the Declarant: any partitioning, trim, drywall, and other improvements or betterments. The policy shall have cost of demolition, water damage (excluding floods, backing up of sewers and drains, the running off of surface water, and the overflow of a body of water), and agreed amount endorsements and a deductible on any single loss or group of losses within one year in such amounts as shall be found reasonable by the Board of Managers, after carefully considering and comparing the increased premium costs resulting from a low deductible with the lower premium

costs but higher per loss risk resulting from a high deductible, together with all other pertinent factors. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. Such policy shall provide coverage for built-in fixtures and equipment in an amount not less than one hundred percent (100%) of the replacement cost thereof (subject to the deductible provisions described above) and shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Unit Owner as hereinafter permitted. Such policy shall also contain either a waiver by the insurer of any increased hazard clause, a severability of interest endorsement, or a provision stating that the coverage will not be affected by the act, omission or neglect of any person unless such act, omission or neglect is within the knowledge and control of the Association prior to the occurrence of the loss. Such policy shall not provide coverage for any items of personal property installed by or for any Unit Owner.

Such policy of insurance shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice to the Association and to any mortgagee or mortgagees of any Unit not less than thirty (30) days prior to any expiration, substantial modification or cancellation of such coverage.

Such insurance by the Association shall be without prejudice to the right of the Owner of a Unit to obtain individual contents or chattel property insurance, which policy may cover the Improvements as defined above, but no Unit Owner may at any time purchase individual policies of insurance covering any item which the Association is required to insure. If any Unit Owner does purchase such a policy, he or she shall be liable to the Association for any damages, expenses or losses which it suffers or incurs as a result thereof, and the Association shall have the same lien rights provided by Article 6 hereof for common expense payments with respect to any such damages, expenses or losses not paid to it by such Owner.

All policies purchased under this Section 7.1 shall provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit Owner, member of his or her family, his or her tenant, or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

The insurance coverage required under this Section 7.1 shall be reviewed at least annually by the Board of Managers, and if any of such insurance coverage becomes impossible or impractical to obtain, the Association shall obtain coverage which most closely approximates the required coverage with the deductible provisions as determined by the Board of Managers.

If the required insurance coverage under this Section 7.1 ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association; shall bear interest at a per annum rate two

percent (2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Condominium Property; and shall be due and payable to the mortgagee by the Association immediately. The repayment of this obligation shall be secured by a Special Assessment against all Unit Owners under Article 6 of this Declaration and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

7.2 Public Liability Insurance. The Association shall insure itself, the Board of Managers and all Unit Owners against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Areas and Facilities (excluding Limited Common Areas and Facilities) and for liability arising out of any litigation related to any employment contracts involving the Association as employer. Such insurance shall afford protection to a limit of not less than the greater of either One Million Dollars (\$1,000,000.00) or any greater amount required by any institutional lender or any agency insuring loans on the Units in respect to property damage, bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00), or any greater amount required by any institutional lender or any agency insuring loans on the Units in respect to any one occurrence.

Such policy shall contain either the waiver, endorsement or provision described in the next to last sentence of the first paragraph of Section 7.1 above. Such policy shall require written notice to the Association and to any mortgagee of any Unit not less than thirty (30) days prior to any expiration, substantial modification or cancellation of such coverage. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units or Limited Common Areas and Facilities reserved for the exclusive use of a particular Unit. Each Unit Owner shall, at his or her own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of or occurring within his or her Unit and Limited Common Areas and Facilities reserved for the exclusive use of his or her Unit. In addition, each Unit Owner shall maintain fire and extended coverage insurance on the contents of his/her Unit, including appliances, and on the improvements and betterments not installed by the Declarant which are located in his Unit. The Association may request the Unit Owner to provide a copy of the policy(s) to the Association evidencing this insurance coverage at any time.

Each Unit Owner agrees that if any Owner(s) damages a building or other improvements now or at any time hereafter constituting a part of the Condominium Property which is covered under the Association's insurance policy, the Owner or Owners causing such damage shall be responsible for paying the lesser of: (a) the insurance deductible due under the Association's insurance policy; or (b) the cost to repair and/or replace any damage to a building or other improvements, which amount shall be due within ten (10) days after the delivery of written notice of such deductible due or replacement/repair costs by the responsible Unit Owner(s) or twenty (20) days after mailing of such notice by certified mail, whichever occurs first. In the event a Unit Owner refuses or fails to pay the insurance deductible or replacement/repair costs in the time period provided in the preceding sentence, the amount thereof may be advanced by the Association and the amount so

advanced by the Association shall be assessed to such Owner as an Individual Unit Assessment. Such Individual Unit Assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the nonpayment of the monthly Common Assessments.

7.3 Insurance Proceeds and Premiums. The Association shall receive, hold and properly dispose of the proceeds of all insurance policies acquired by it in trust for the Unit Owners and their respective first mortgagees, as their interests may appear. Insurance premiums for the policies referred to in Sections 7.1 and 7.2 (other than policies purchased by Unit Owners) and for such other insurance policies as the Board of Managers of the Association shall determine from time to time to be desirable, together with such deductibles on any losses as are determined by the Board to be properly chargeable to the Association, shall be a common expense.

All insurance coverage is subject to modification as determined by the Association based on the availability of coverage and the cost thereof. It is possible that less than one hundred percent (100%) coverage will be in force for casualty losses if the cost of the insurance is determined by the Declarant, or the Association to be too high, but in no event shall the coverage be in an amount less than eighty percent (80%) of the then current replacement cost thereof with the exclusions provided for hereinabove in Section 7.1.

ARTICLE 8

Damage or Destruction and Restoration of Buildings

8.1 Sufficient Insurance. In the event the improvements forming a part of the Condominium Property 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 in accordance with the original plans and specifications unless other plans and specifications are approved by Owners holding not less than seventy-five percent (75%) of the total voting power in the Association and by the Required Eligible Mortgagee Vote. The insurance proceeds shall be applied by the Association in payment for the repair, restoration or reconstruction as hereinafter provided. If within thirty (30) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to Section 8.4, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

For purposes hereof, an "Eligible Mortgagee" is any holder, insurer or guarantor of a first mortgage on any Unit who has made written request to the Association (listing its name and address and the Unit number or address of the Unit on which it has or insures or guarantees the mortgage) for timely written notice of all notices permitted or required by this Declaration or the

Code of Regulations to be given to the Unit Owner whose Unit ownership is subject to such mortgage, even if such Owner has waived the right to receive such notice. All Eligible Mortgagees are entitled to timely written notice of (1) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage, (2) any sixty (60) day delinquency in the payment of Assessments or charges owed by the Unit Owner on which it holds the mortgage, (3) a lapse, cancellation, or material modification of any insurance policy maintained by the Association, (4) any proposed amendment of the Condominium Documents effecting a change in the exclusive easement rights of the Unit securing its mortgage, or any proposed amendment of the Condominium Documents effecting a change in the purposes to which any Unit or the Common Areas and Facilities are restricted, and (5) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees as set forth in Section 17.5 hereof.

8.2 Insufficient Insurance. In the event the improvements forming a part of the Condominium Property, 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 shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section 8.4, elect to sell or to withdraw the property from the provisions of this Declaration, or unless the repair is the obligation of a particular Unit Owner under Section 2.2 hereof, such repair, restoration or reconstruction of the Units so damaged or destroyed and such repair, restoration or reconstruction of all or any part of the Common Areas and Facilities shall be undertaken by the Association at the expense of all the Owners of Units in the same proportions in which they shall own the Common Areas and Facilities, all in accordance with the provisions of Section 8.3. Should any Unit Owner refuse or fail after reasonable notice to pay his or her share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner. Such Assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the nonpayment of Assessments.

8.3 Procedure for Reconstruction or Repair. Immediately after a casualty causing damage to any portion of the Condominium Property, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that immediately before the casualty. Such costs may include professional fees and premiums for such insurance as the Board deems necessary.

The insurance proceeds and the sums deposited with the Association from collections of Special Assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be applied by the Association to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in any construction fund after

payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

Each Unit Owner shall be deemed to have delegated to the Board of Managers his or her right to adjust with insurance companies all losses under the insurance policies referred to in Sections 7.1 and 7.2 of this Declaration other than those purchased by such Owner.

8.4 Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of fifty percent (50%) or more of the Units, the Unit Owners, by affirmative vote of not less than seventy-five percent (75%) of the total voting power in the Association may elect not to repair or restore such damage or destruction, provided that the Required Eligible Mortgagee Vote also voted not to repair or restore such damage or destruction. Immediately after such election, all of the Condominium Property shall be offered for sale to the Declarant by written notice to the Declarant so long as Declarant owns either at least one (1) Unit in the Condominium Property or some interest in Parcel 2. Declarant shall have thirty (30) days after its receipt of such notice to make an offer to the Unit Owners for the purchase of the Condominium Property by sending such offer in writing to the President of the Association.

If the Unit Owners and the Declarant cannot agree on the purchase price for the Condominium Property, the Association (acting on behalf of the Unit Owners) and the Declarant shall each appoint a qualified real estate appraiser to act as arbitrators not more than ten (10) days after the Declarant's offer is received by the President of the Association. Said two (2) arbitrators shall select a third arbitrator not more than five (5) days after their appointment, and the three (3) arbitrators shall notify the Association and the Declarant in writing not more than thirty (30) days after the selection of the third arbitrator of their determination of the fair market value of the Condominium Property. The determination of fair market value shall be evidenced by a written statement of value signed by no less than two (2) of the three (3) arbitrators.

Declarant shall notify the President of the Association in writing not more than ten (10) days after its receipt of the arbitrators' determination whether or not it elects to buy the Condominium Property at the fair market value determined by the arbitrators. If the Declarant does not elect to buy the Condominium Property, the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. If the Declarant elects to buy the Condominium Property, all of the Unit Owners shall convey the Condominium Property by general warranty deed or deeds subject only to the provisions of the Declaration, Code of Regulations, Chapter 5311 of the Ohio Revised Code, easements and restrictions of record and real estate taxes and assessments not yet due and payable upon payment by certified check payable to the President of the Association, as trustee for all of the Unit Owners, of said fair market value less the auditor's transfer fee and less the Unit Owners' pro-rata share of real estate taxes and assessments a lien on the Condominium Property prorated in accordance with the then prevailing custom in Warren County, Ohio. The closing of such conveyance shall take place not more than sixty (60) days after

the Declarant gives the President of the Association its written election to buy at a date, time and place designated by the Declarant.

In the event of any such sale to the Declarant or partition sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, 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 Areas and Facilities. No Unit Owner, however, shall receive any portion of his or her share of such proceeds until all liens and encumbrances on his or her Unit have been paid, released or discharged.

In the event of any such sale to the Declarant, and notwithstanding provisions above to the effect that the conveyance shall be subject only to the provisions of the Declaration, Code of Regulations, Chapter 5311 of the Ohio Revised Code, easements and restrictions, and certain taxes and assessments, to the extent, if any, that the first mortgage on any Unit is not paid from such proceeds, such first mortgage will remain in effect against such Unit.

ARTICLE 9

Rehabilitation and Subsequent Improvements

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE 10

Merger with Successor Condominium

The Association, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, may elect to consolidate or merge with a successor condominium regime; provided however that the relative provisions of Article 13 herein are complied with and provided further that any governmental agency, such as the Veteran's Administration, which insures loans on condominium units, and which has previously given project approval of the Condominium regime, provides its written consent to such consolidation or merger with a successor condominium.

ARTICLE 11
Removal from Condominium Ownership

The Association shall not, without the unanimous affirmative vote of all Unit Owners and written consent of at least sixty-seven percent (67%) of the Eligible Mortgagees and any other approval required by law, be entitled to seek to abandon or terminate the Condominium Property for reasons other than substantial destruction or condemnation of the Condominium Property and elect to remove the Condominium Property from the provisions of Chapter 5311, Ohio Revised Code. The Association shall send written notice to all Eligible Mortgagees of its proposal to abandon or terminate the Condominium Property. If an Eligible Mortgagee fails to respond within thirty (30) days after receipt of said notice, the Association may view this as an implied approval of the submitted proposal. 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 filed with the Recorder of Warren County, Ohio. Such certificate shall be signed by the President of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Areas and Facilities have been paid, released, or discharged, and shall also be signed by all of the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his or her Unit or Units have been paid, released or discharged.

ARTICLE 12
Additions to Condominium Property

The Declarant has reserved the right under the Declaration for itself and for its successors and assigns to add to the Condominium Property at any time prior to the date which is seven (7) years from the date of recording of the Declaration, renewable for an additional seven (7) year period with the consent of a majority of Unit Owners other than the Declarant (the "Development Period"), additional residential Units, garage Units and other improvements that may be built and/or improved on Parcel 2. The Declarant has no obligation to add any land, additional residential Units, garage Units or other improvements to the Condominium. If the Declarant submits additional Units, the total number of Units that could be included in the Condominium if all of Parcel 2 were fully developed and added to the Condominium with the existing Units is two hundred (200) residential Units and two hundred (200) garage Units. After substantial completion of any such construction, Declarant may submit any part or all of Parcel 2 together with all such structures and other improvements constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property thereon existing for the common use of Unit Owners to the provisions of this Declaration and of Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property. Declarant's right to designate Limited Common Areas and Facilities on any part of Parcel 2 shall be restricted to the same types of designations made in the same way as described in Section 1.3.2. Declarant hereby

reserves the right to determine which parts, if any, of Parcel 2, to submit and to determine when, if ever, so to submit within the time period hereinafter described. There are no limitations on the boundaries or legal descriptions for any parts of Parcel 2 which could be added to the Condominium, except zoning and other applicable governmental limitations; and there are no limitations in the order in which any such parts may be submitted to the Declaration. The Declarant may add residential Units, garage Units, the Common Areas and Facilities appurtenant thereto, and other improvements to the Condominium if the Declarant determines to do so in its sole and absolute discretion. In addition, only zoning regulations could restrict the location or type of improvements that could be constructed on Parcel 2 or any part thereof if the Declarant elects not to submit such land to the Declaration. No Units used for anything other than residential and/or garage purposes (except Units used temporarily by the Declarant as models, sale offices, construction offices, or for storage or construction purposes) may be constructed on any part of Parcel 2, which may be submitted to the Declaration.

The conveyance of the Declarant's entire interest in the Condominium Property and Parcel 2 shall be deemed to be an assignment of all the Declarant's rights under the Declaration unless a contrary intention is expressly stated in the instrument of conveyance.

Subject to the restrictions provided in the preceding paragraphs, Declarant hereby reserves the right at any time within the Development Period, to expand the Condominium Property by submitting all or any part of Parcel 2, together with all buildings and other improvements constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property thereon existing for the common use of Unit Owners to the provisions of the Declaration and of Chapter 5311 of the Ohio Revised Code. Any Units so added shall be substantially similar in structure type and quality of construction, to the Units which are a part of Parcel 1. Declarant further hereby reserves the right, in the event it makes any such submissions, to amend this Declaration in the manner provided in this paragraph in such respects as Declarant may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration (a) to include all or any part of Parcel 2 together with all buildings and other improvements constructed thereon as part of the Condominium Property; (b) to include in this Declaration descriptions of all buildings and other improvements constructed on all or any part of Parcel 2 being added to the Condominium Property and to add Drawings thereof to Exhibit C hereto; (c) to provide that the owners of Units in the portion of Parcel 2 being added will have an interest in the Common Areas and Facilities; (d) to make designations of Limited Common Areas and Facilities on that portion of Parcel 2 being thus added in the manner described in Section 1.3.2 hereof; and (e) to amend Section 1.3.3 hereof to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the Condominium Property will have at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, based on the Declarant's determination of the par value of all Units, which determination shall be computed on the basis set forth in Section 1.3.3 hereof, shall be the same for Units originally submitted by this Declaration and for Units submitted by the addition of additional property under this Article 12, and shall uniformly reallocate the

interests of Units previously submitted when additional property is added under this Article 12. This determination shall be conclusive and binding on all Unit Owners. This Declaration may be amended for the purposes of adding to the Condominium Property as described above, upon the filing for record with the Recorder of Warren County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended duly executed by the Declarant with the same formalities as this instrument. The instrument including such amendments must refer to the volume and page number under which the initial page of this Declaration and its attached exhibits are recorded. No consent of any Unit Owner other than Declarant shall be required for the amendments described above to be effective.

ARTICLE 13

Amendment of Declaration and Code of Regulations

13.1 Reservation of Right by Declarant to Make Amendments Other Than Additions to Condominium Property. The Declarant hereby reserves the right to amend this Declaration at any time in the Development Period in any way necessary to correct clerical or typographical errors in the Declaration, Drawings or Code of Regulations; to make nominal changes in those documents; to clarify Declarant's original intent; to make any changes necessary or desirable to meet the requirements of any institutional lender, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veteran's Administration, F.H.A., or any other agency which insures loans on condominium units; to add fences, landscaping, paved areas or recreational facilities to the Condominium Property; or to make changes in any previously declared but unsold Unit to assist Declarant in its marketing of such Unit, provided that no such amendments shall materially decrease the value or size of such Unit. No amendments described in the immediately preceding sentence shall change any owner's percentage of interest in the Common Areas and Facilities as provided in Section 1.3.3 herein or the method of determining that interest, or adversely affect any Unit Owner's rights unless such owner or owners and such owner's first mortgagees have consented thereto in writing. Each Unit Owner and his or her mortgagee, by acceptance of a deed to Unit or a mortgage encumbering such Unit, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment(s) of this Declaration by Declarant as provided in the immediately following paragraph. All such Unit Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

Each Unit Owner and his or her respective mortgagee, by acceptance of a deed conveying the Unit to him or her or a mortgage encumbering such Unit, as the case may be, hereby irrevocably appoints Declarant his or her and its proxy and Attorney-in-Fact, coupled with an interest in real property, and authorizes, directs and empowers such Attorney, at the option of the Attorney, in the event that the Declarant exercises any of the rights reserved in the immediately preceding paragraph, to vote for, execute, acknowledge and record for and in the name of such Unit Owner an amendment or amendments to this Declaration for such purposes, and for and in the name of such respective mortgagees, to execute, acknowledge and record a consent to such

amendment or amendments without coming back to the owner for his or her consent at the time of such amendment, other than amendments adversely affecting such owners or mortgagees rights or changing such owners percentage of interest in the Common Areas and Facilities or the method of determining that interest.

This Declaration may be amended for any of the purposes stated in the first paragraph of this Section 13.1 upon the filing for record with the Recorder of Warren County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended. This instrument shall have been duly executed by the Declarant acting as a Unit Owner (if it still owns at least one Unit at that time), as Declarant and as Attorney-in-Fact for the other Unit Owners and their mortgagees as above provided.

Any instrument including any amendments described in this Section 13.1 must be executed with the same formalities as this instrument and must refer to the volume and page number under which the initial page of this Declaration is recorded. Except as otherwise required by the above or other provisions of this Declaration or by Chapter 5311 of the Ohio Revised Code, no consent of any Unit Owner other than Declarant shall be required for the amendments described in this Section 13.1 to be effective.

13.2 Other Amendments. Except as otherwise provided in this Declaration and/or in the Code of Regulations, this Declaration and the Code of Regulations may be amended for purposes other than those described in Article 12 and in Section 13.1 upon the filing for record with the Recorder of Warren County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added. Such amendment must be executed by the President of the Association with the same formalities as this instrument and must refer to the recording reference of the first page of this instrument and its attached exhibits. It must contain an affidavit by the President of the Association stating that Unit Owners entitled to exercise at least seventy-five percent (75%) of the total voting power of the Association or a greater percentage as may be more specifically required by the terms of this Declaration, the Code of Regulations or other Condominium Documents, have approved the amendment.

So long as the Declarant is an owner of or is constructing Units on Parcel 1 and Parcel 2, no amendment to the Declaration, Code of Regulations, Rules or Regulations having the effect of: (a) directly or indirectly altering the exterior appearance of any part of the Condominium Property; (b) reducing or discontinuing any maintenance standard or practice in effect as of the date when the Declarant no longer controls the Board of Managers; (c) adversely affecting the Declarant's sale or leasing of any Units; or (d) otherwise adversely affecting the Declarant, any of its rights, or any Unit owned by it, shall have any effect, nor shall the foregoing have any effect upon a bona fide first mortgagee or upon any of their respective rights, until the written consent of Declarant and/or such mortgagee to such amendment has been secured. However, no such mortgagee's consent shall be required for any amendment made pursuant to Article 12 or Section 13.1 of Article 13 hereof. Such consents shall be retained by the Secretary of the Association and his or her certification in the instrument of amendment as to the consent or non-consent of Declarant and as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance

by the general public. If Declarant refuses to consent to an amendment to the Declaration and/or the Code of Regulations, or if less than all mortgagees consent to such amendment, such amendment or modification shall nevertheless be valid among the Unit Owners, inter sese, provided that the rights of the Declarant or of a non-consenting mortgagee shall not be derogated thereby. No provision in this Declaration or in the Code of Regulations may be changed, modified or rescinded, however, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code in effect on the date of recording of this Declaration or of such amendment.

ARTICLE 14
Remedies for Breach of Covenants and Regulations

14.1 Abatement, Enjoinment and Restrictions on Leasing. The violation of any restriction, rule, condition or regulation adopted by the Board of Managers of the Association or the breach of any covenant or provision contained in this Declaration or in the Code of Regulations shall give the Board of Managers the right, in addition to the other rights stated in this Declaration, (i) to enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that exists thereon contrary to the intent and meaning of the provisions of this Declaration and/or of the Code of Regulations or Rules and Regulations of the Association, and the Board of Manager, or its agents, shall not be thereby deemed guilty in any manner of trespass; or (ii) to prohibit any new leasing of Units by the party to whom the violation or breach is attributed until such violation or breach is cured.

14.2 Involuntary Sale. If any owner (either by his or her own conduct or by the conduct of any other occupant of his or her Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, of the Code of Regulations or of the Rules and Regulations, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty (30) day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting owner a ten (10) day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his or her Unit. Thereupon an action in equity may be filed in the Common Pleas Court of Warren County, Ohio, by the Board of Managers against the defaulting owner for a decree of mandatory injunction against the owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit owned by the defaulting owner, which consent shall not be unreasonably withheld, in the alternative, a decree declaring the termination of the defaulting owner's right to occupy, use or control the Unit owned by him or her on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring his or her interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable

attorneys' fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid Assessments hereunder or any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser at such sale shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold. Such purchaser may apply to the court for a writ of assistance for the purpose of acquiring such possession. 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, to the Code of Regulations and to all then existing Rules and Regulations.

ARTICLE 15
Eminent Domain; Obsolescence

If all or any part of any Unit or of the Common Areas and Facilities shall be taken, injured or destroyed by the exercise of the power of eminent domain, each Unit Owner and mortgagee affected thereby shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto. Any damages shall be for the taking, injury or destruction as a whole and shall be collected by the Association and distributed by it among the Unit Owners and among any mortgagees entitled thereto pursuant to the terms of their mortgages in proportion to each Unit Owner's interest in the Common Areas and Facilities. Any reallocation of percentages of interest in the Common Areas and Facilities after a partial taking hereunder or after a partial destruction under Section 8.2 hereof shall be effected by an amendment to this Declaration which shall require the approval of all Unit Owners affected by the reallocation and approval by the Required Eligible Mortgagee Vote before it can be certified by the President of the Association as described in Section 13.2 hereof and recorded.

ARTICLE 16
Notices

All notices hereunder or required by law shall be in writing, and shall be deemed properly delivered when and if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the intended recipient at his last known address.

ARTICLE 17
Miscellaneous Provisions

17.1 Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all easements, agreements, obligations, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and by all exhibits hereto. All rights, benefits and privileges of every character 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 said land, and shall inure to the benefit of such party in like manner as though the provisions of the Declaration and of all exhibits hereto were recited and stipulated at length in each and every deed of conveyance or other instrument creating such interest or estate.

17.2 No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration and/or in any exhibits hereto 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.

17.3 The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration and/or of all exhibits hereto 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 and/or of such exhibits.

17.4 If any of the privileges, covenants or rights created by this Declaration and/or by any of the exhibits hereto shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George W. Bush, the President of the United States.

17.5 Notwithstanding anything to the contrary contained herein, unless specifically controlled by a more restrictive provision under Ohio law or contained herein, the Association shall not without the prior written consent of at least fifty-one percent (51%) of the Eligible Mortgagees and seventy-five percent (75%) of the individual Unit Owners (other than Declarant), be entitled to:

- (a) change the pro rata interest or obligations of any individual Unit for the purpose of:
 - (i) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;
- (b) partition or subdivide any Unit;
- (c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed a transfer within the meaning of this clause);
- (d) use hazard insurance proceeds for losses to any part of the Condominium Property (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such Condominium Property, except as provided

in Section 8.4 of this Declaration in case of substantial damage to the Units and/or Common Areas and Facilities of the Condominium Property;

- (e) change the voting rights of the Unit Owners or the Eligible Mortgagees;
- (f) change the manner or procedure of the Association filing liens for nonpayment of Assessments or change the priority of such Association's liens;
- (g) change or reallocate the responsibility for maintenance and repairs of the Units and Common Areas and Facilities including the Limited Common Areas and Facilities;
- (h) amend the Unit Owner's respective rights to use the Common Areas and Facilities including the respective Limited Common Areas and Facilities;
- (i) redefine any Unit boundaries;
- (j) convert Units into Common Areas and Facilities or convert Common Areas and Facilities into Units;
- (k) change the requirements or amounts relating to maintenance of hazard and flood insurance, liability insurance or fidelity insurance;
- (l) impose restrictions on a Unit Owner's right to lease his or her Unit;
- (m) impose restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (n) establish self-management when professional management had been required previously by the Condominium Documents or by an Eligible Mortgagee;
- (o) restore or repair the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration;
- (p) take any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;
- (q) amend the provisions of the Declaration, the Code of Regulations or any of the Condominium Documents relating to the reduction in the reserves for maintenance, repair and replacement of the Common Areas and Facilities;
- (r) amend any other term or provisions of this Declaration, the Code of Regulations or other Condominium Documents that expressly benefit mortgage holders, insurers or guarantors; or

- (s) increase the condominium Assessment by more than twenty-five percent (25%) of the previous assessed amount.

17.6 Except as otherwise provided in this Declaration or under the provisions of Chapter 5311 of the Ohio Revised Code, 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 or to them by or pursuant to this Declaration or the Code of Regulations or in its (or its representatives) capacity as owner, Declarant, manager or seller of the Condominium Property whether or not such claim (i) shall be asserted by any Unit Owner, occupant, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) 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, occupant, 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 services (heat, air-conditioning, electricity, gas, water, sewage, etc.). The Declarant shall give to each Unit Owner at the closing of his or her purchase of his or her Unit all warranties required of the Declarant by Section 5311.25(E) of the Ohio Revised Code. The Declarant shall have no liability in its capacity as Declarant or contractor for any improvements made or provided by it in the Condominium other than as expressly stated in such warranties.

17.7 Whenever any Unit is owned by a corporation, partnership, trust, or other entity (other than the Declarant to whom this provision shall not apply), the respective agent of the aforementioned entity (i.e. president or chief executive officer or other authorized agent, partner or trustee) shall designate the occupant or occupants or other authorized agent who shall be entitled to use and occupy the Unit. Only the designated occupants, their invitees, employees, and guests may use the Unit. The occupants designated shall execute a written covenant by the adults of such group entitled to use the Unit in favor of the Association whereby they agree to comply with the terms and provisions of the Declaration and exhibits attached thereto and the Rules and Regulations. The written covenant shall contain an acknowledgment that the use of the Unit or Units shall continue only so long as the aforementioned entity shall continue to be a member of the Association. Upon demand by the Association to the aforementioned Unit Owner to remove any party given permission to use a Unit owned by the corporation, partnership, trust or other entity for a failure of such party using the Unit or Units to comply with the terms and conditions of this Declaration and exhibits hereto and/or with the Rules and Regulations, the aforementioned Unit Owner shall forthwith cause such party occupying the Unit or Units to be removed. In the event the aforementioned owner fails to remove the party using the Unit, the Association, as agent of the owner, may take such action as it deems appropriate to accomplish the removal of such user. All such action by the Association shall be at the cost and expense of the Unit Owner, and it shall reimburse the Association therefor upon demand, together with such attorneys fees, court costs and other expenses as the Association may incur in the removal.

17.8 The headings to each Article and to each Section hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

17.9 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

17.10 Words of any gender used in this Declaration shall be held and construed to include any other gender; any words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

IN WITNESS WHEREOF, the Declarant has caused the execution of this instrument this 1th day of August, 2001.

Signed and Acknowledged
In The Presence Of:

FISCHER ATTACHED HOMES, LTD.,
a Kentucky limited partnership

By: FAHO, Inc., General Partner

Tina M. Finley
Print: TINA M. FINLEY

By: H. Wayne Muenchinger
Name: H. WAYNE MUENCHINGER
Title: VICE PRESIDENT

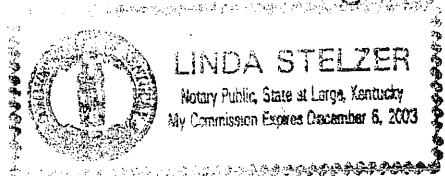
Linda J. Scagg
Print: LINDA J. SCAGG

COMMONWEALTH OF KENTUCKY)
) ss:
COUNTY OF Kenton)

The foregoing instrument was acknowledged before me this 2nd day of August, 2001, by H. Wayne Muenchinger of FAHO, Inc., General Partner of FISCHER ATTACHED HOMES, LTD., a Kentucky limited partnership, on behalf of the limited partnership and company.

Linda Stelzer
Notary Public

This instrument prepared by:
Jody T. Klekamp, Esq.
Keating, Muething & Klekamp, P.L.L.
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6954



DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS (the "Declaration") is made this 17th day of December, 2000 by WEATHERSTONE AT MASON, LLC., an Ohio limited liability company, whose address is 9549 Montgomery Road, Cincinnati, Ohio 45242 (the "Declarant"), under the following circumstances:

A. Declarant is the fee owner of certain real property situated in City of Mason, Warren County, Ohio and being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Declarant intends to sell all or a portion of the Property (hereinafter the "Property"), to Fischer Attached Homes, Ltd., a Kentucky limited partnership ("Fischer"), after which Fischer intends to submit that portion of the Property to the provisions of Chapter 5311 of the Ohio Revised Code by filing with the Warren County, Ohio Recorder a Declaration of Condominium Ownership for Marival at Weatherstone Condominium (the "Declaration of Condominium Ownership"), which property shall be known as Marival at Weatherstone Condominium.

C. Declarant has constructed or intends on constructing a private roadway (the "Roadway") on part of the Property, which Roadway connects and adjoins to Marival Way, a dedicated public street. The actual location of the Roadway is described in Exhibit B attached hereto and made a part hereof, as the same may from time to time be construed, altered and changed by Declarant, at its sole discretion.

D. In addition, Declarant has installed or intends to install underground utilities (the "Common Utilities"), including without limitation, electrical, telephone, water and/or sewer, in or under the Roadway.

E. Declarant intends that the Roadway and the Common Utilities serve and benefit the Declarant, Fischer, the owners of the units of Marival at Weatherstone Condominium as the same may be expanded pursuant to the terms of the Declaration of Condominium Ownership ("Marival at Weatherstone Unit Owners"), the owners of any other condominium units which may be constructed on the Property (the "Other Condominium Unit Owners"), the owners of any single family residence which may be constructed on the Property (the "Residences Owners") and the owners of any apartment buildings which may be constructed on the Property ("Apartment Building Owners"). As used herein, "Residence" shall mean any structure occupied and used or designed to be occupied and used by one (1) family as a permanent place of abode. As used herein, "Apartment Building" shall mean any structure, other than property subject to Chapter 5311 of the Ohio Revised Code, which consists of two or more separate dwelling units, any one of which is the subject of or designed to be the subject of a rental agreement, as defined by Section 5321.01(C) of the Ohio Revised Code or any similar statute hereinafter enacted.

F. Declarant intends that the Common Utilities be maintained and repaired and that the Roadway be maintained in good repair and condition, free of snow, ice and debris, for the convenience and benefit of the Declarant and of Declarant's successors, assigns, and grantees of any part of the Property.

NOW THEREFORE, in consideration of the foregoing, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration, which, together with all amendments hereto (a) shall be construed as covenants running with the land, and (b) shall be binding upon the Declarant, all mortgagees, all present and future owners of all or any part of the Property, and their respective heirs, successors, assigns, and all claiming under or through any of them.

1. ROADWAY AND UTILITY EASEMENT. Declarant hereby declares and establishes for the benefit of the Marival at Weatherstone Unit Owners, Other Condominium Unit Owners, Apartment Building Owners, Residence Owners and Fischer (collectively the "Owners"), a perpetual, non-exclusive easement (the "Roadway Easement"), appurtenant to the part of the Property owned by such Owners, to be used in common with the Declarant, its successors, assigns and agents, on, over and across the Roadway; any part of the Property on which the Roadway may be located; and any part of the Property upon which any extension of the Roadway may be constructed or installed for the purpose of connecting any part of the Property including any condominium unit or other structure located thereon (collectively the "Structures"), with the Roadway, to be used and enjoyed by such Owners, and such Owners' tenants, invitees, licensees and all other persons using the Roadway for the benefit of such Owners and/or for the benefit of the Declarant, for ingress and egress to and from the Structures and public and private roadway contiguous to the Property, to freely pass and repass on foot and/or with vehicles for all lawful purposes incident to or proper to the use and enjoyment of the Roadway.

Further, each of the Owners is hereby granted a perpetual, non-exclusive easement in, under and across the Roadway to use the Common Utilities.

2. USE OF THE ROADWAY. Each of the Owners shall use the Roadway with due regard for the rights of the other Owners and the Declarant to use the same, and no person shall use or permit the use of the Roadway in any manner which impairs the rights of others to its use. Except as otherwise determined by the Association, no person shall park or store vehicles upon the Roadway, nor shall any person store other personal property on, or obstruct or encroach upon, nor permit the obstruction of, or encroachment upon, the Roadway, in any manner whatsoever, without the concurrence of all other Owners entitled to use the Roadway.

3. REPAIR AND MAINTENANCE EXPENSES FOR THE ROADWAY; INSURANCE EXPENSES. Each of the Owners shall pay his/her proportionate share of the costs of maintaining, repairing and improving the Roadway, including without limitation the costs of removing snow, ice and debris ("Repair and Maintenance Expenses") and of maintaining the liability insurance provided for in Section 10 hereof ("Insurance Expenses"). Each such Owner's proportionate share of the Repair and Maintenance Expenses and the Insurance Expenses will be a fraction, the numerator of which is the total number of Marival at Weatherstone Units, Other Condominium Units, Residences and/or rental units in Apartment Buildings owned by such Owner, and the denominator of which is the total number of Marival at Weatherstone Units, Other Condominium Units, Residences, and/or rental units in Apartment Buildings located upon the

Property as of the time the costs and expenses are incurred. Where an Owner is a Marival at Weatherstone Unit Owner or Other Condominium Unit Owner, his/her proportionate share of the Repair and Maintenance Expenses and the Insurance Expenses shall be paid by him to the condominium owners' association of which he is a member as part of the common expenses of the condominium association of which his/her unit is a part. Each condominium owners' association shall be responsible for collecting each of its unit owners' proportionate share of the Repair and Maintenance Expenses and Insurance Expenses and shall pay, when due, the total proportionate amount for all units in its respective condominium project to Marival at Weatherstone Condominium Owners' Association, Inc. (the "Association"), whether or not such amounts have been collected by such association from its unit owners. Notwithstanding anything herein to the contrary, Declarant shall have no obligation to pay the Repair and Maintenance Expenses and the Insurance Expenses unless if the unit(s) which it owns is/are occupied.

4. NEED FOR REPAIR AND MAINTENANCE. The Roadway shall be maintained in good repair, free of snow, ice and debris, and in a condition substantially similar to that of its original construction. The decision to perform maintenance (which shall include snow, ice and debris removal) or make repairs or improvements shall be made by the Association. If the Other Condominium Unit Owners, Residence Owners, Apartment Building Owners and/or Fischer object to the performance of such repairs, maintenance and/or improvements, then such Owner or Owners may submit the question to the American Arbitration Association, Cincinnati, Ohio office ("AAA") which shall decide the matter. Any initial deposit required by the AAA to secure the costs of the arbitration proceedings, shall be paid by the Owner or Owners requesting the arbitration. The costs of the arbitration shall be paid as the AAA may direct. Notwithstanding the foregoing, if any of the Other Condominium Unit Owners, Residence Owners, Apartment Building Owners, Fischer or Declarant believes that the Roadway is in need of maintenance, repairs and/or improvements which the Association has, after thirty (30) days following the Association's receipt of such Owner's request for repairs, maintenance and/or improvements, refused to cause the same to be performed, notice of which refusal shall be delivered by the Association to such Owner or Owners within five (5) days following the expiration of the thirty-day period, then any such Owner or Owners may submit the question of whether repairs, maintenance and/or improvements to the Roadway are necessary to the AAA which shall decide the matter. Any decision rendered by the AAA shall be binding upon each of the Owners affected thereby. Any initial deposit required by the AAA to secure the costs of the arbitration proceeding shall be paid by the Owner or Owners requesting the arbitration. The costs of the arbitration proceeding shall be paid as the AAA may direct.

5. PAYMENT OF REPAIRS AND MAINTENANCE EXPENSES AND INSURANCE EXPENSES. Whenever maintenance, repairs and/or improvements are performed in accordance with this Declaration, or whenever a premium for the insurance required by Section 10 hereof is due, the Association shall, within thirty (30) days after the Association's receipt of bills or invoices from the party performing such repairs, maintenance and/or improvements, or providing such insurance, deliver to each owners' association to which the Other Condominium Unit Owners belong and to each of the Residence Owners and Apartment Building Owners, a notice setting forth the total amount of such Owner's proportionate share of the cost therefor. Each of the Owners, by acceptance

of a deed or other instrument of conveyance for all or any part of the Property hereby accepts the obligation to pay his/her proportionate share of the Repair and Maintenance Expenses and Insurance Expenses ("Assessment") to the Association within ten (10) days after the due date indicated on the notice. There shall be a late charge of eight percent (8%) per annum on any Assessment that is not paid within the stipulated ten (10) day grace period. All such Assessments are the personal obligation of the Owners of the Property and no Owner may waive or eliminate such obligation by non-use of the Roadway or by abandonment of the part of the Property owned by him.

6. LIENS. In addition to any other remedy which may exist at law or in equity, if any Assessment is not paid when due, the amount thereof, together with any interest thereon, as provided in Section 5 above, shall constitute a lien on the respective Marival at Weatherstone Unit, Other Condominium Unit, land and Residence, or land and Apartment Building of such defaulting Owner in favor of the Association prior to all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments and liens of record in favor of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio, to the extent made superior by applicable law. The Association may record a notice of lien with the Recorder of Warren County, Ohio, in any legally recordable form including by affidavit as provided in §5301.252 of the Ohio Revised Code, or any similar section hereafter enacted. Non-payment of any Assessment shall be deemed and is hereby declared to be the happening of a condition or event that creates an interest in real estate.

7. ENFORCEMENT OF LIEN. Any lien established hereunder may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale, and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of the State of Ohio. In any such enforcement proceeding the amount which may be recovered by the Association shall include all costs of such proceeding, including reasonable attorneys' fees. In any such foreclosure sale, the Association may become the purchaser.

8. SUBORDINATION OF LIEN TO FIRST MORTGAGE. When the mortgagee of a first mortgage of record or other purchaser of any part of the Property acquires title thereto as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, his or her heirs, successors and assigns, shall not be solely liable for the Assessments chargeable to such Property which become due prior to the acquisition of title by such acquirer. Any lien levied against such Property pursuant to the terms hereof shall be canceled and voided and shall become unenforceable. Such unpaid Assessments shall be collected from all the Owners, including the new acquirer of title, in the same proportions as provided in Sections 3 and 5 hereof.

9. DECLARANT'S RESERVATION OF RIGHTS TO DEDICATE ROADWAY. The Declarant, its successors and assigns, hereby reserves the right at any time to dedicate any part of the Roadway and any part of the Property which is subject to the Roadway Easement of which has not already been submitted to Marival at Weatherstone Condominium, to public use, and upon acceptance of the dedication, this Declaration, insofar as it applies to the Roadway Easement, shall

terminate and be of no further force and effect, except as to the rights and obligations set forth herein with respect to the payment of Assessments.

10. PUBLIC LIABILITY INSURANCE. The Association (and/or any association to which Other Condominium Unit Owners belong) shall insure itself, its members, and all of the other Owners against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Roadway. Such insurance shall afford protection to a limit of not less than Three Million and 00/100 Dollars (\$3,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than Three Million and 00/100 Dollars (\$3,000,000.00) in respect to any one occurrence, and to the limit of not less than Three Million and 00/100 Dollars (\$3,000,000.00) in respect to damage to or destruction of property arising out of any one accident.

11. NOTICES. Any notice required or permitted to be given to the Association or to any Other Condominium Unit Owners' association shall be deemed given when mailed by United States mail, postage prepaid, addressed to the statutory agent of such Association. Any notice required or permitted to be given to any of the other Owners, shall be deemed given when delivered personally to the part of the Property owned by such Owner, or when mailed by United States mail, postage prepaid, addressed to such Owner's last known address.

12. INVALIDITY. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

13. HEADINGS. The headings of the sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

14. GENDER. Throughout this Declaration, the masculine gender shall be deemed to include, where appropriate, the feminine and neuter, and the singular, plural and vice versa.

15. LIABILITY. Neither the 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 in its (or its representative) capacity as Declarant, contractor, owner, manager or seller of the Property, regardless of by whom such claim is asserted.

16. NON-MERGER. Declarant intends that no merger of the easements set forth in this Declaration shall occur by reason of the same person or entity holding title to the Property or any portion thereof.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date and year first above written.

Signed and acknowledged
in the presence of:

WEATHERSTONE AT MASON, LLC., an
Ohio limited liability company

Angela E. Maup
Print: Angela E. Maup

By: Matthew C. Daniels
Matthew C. Daniels,
Managing Member

Patricia A. Maupin
Print: Patricia A. Maupin

STATE OF OHIO)
: SS:
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 12th day of December, 2000, by Matthew C. Daniels, the Managing Member of Weatherstone at Mason, LLC, an Ohio limited liability company, on behalf of said limited liability company.



Patricia A. Maupin
Notary Public

PATRICIA A. MAUPIN
Notary Public, State of Ohio
My Commission Expires August 9, 2004

This instrument prepared by:

Jody T. Klekamp, Esq.
KEATING, MUETHING & KLEKAMP, P.L.L.
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6400

EXHIBIT A

Situated in Section 25, Town 4, Range 3, City of Mason, Warren County, Ohio and being Lots 73, 74, 75, 76, 77, 78, 79, 80 and 81 of Weatherstone, Section Three, Block A as recorded in Plat Book 51, Pages 41-42 of the Warren County, Ohio Recorder's Office.

Sidwell No. (Lot 73) - 12-25-464-005

Sidwell No. (Lot 74) - 12-25-464-006

Sidwell No. (Lot 75) - 12-25-464-007

Sidwell No. (Lot 76) - 12-25-464-011

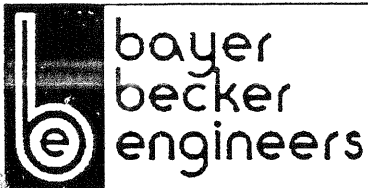
Sidwell No. (Lot 77) - 12-25-464-010

Sidwell No. (Lot 78) - 12-25-464-009

Sidwell No. (Lot 79) - 12-25-464-008

Sidwell No. (Lot 80) - 12-25-464-003

Sidwell No. (Lot 81) - 12-25-464-004



engineers
planners
architects
surveyors

EXHIBIT A
(continued)

6900 Tylersville Road, Suite A
Mason, OH 45040
P.513.336.6600
F.513.336.9365
mason@bayerbecker.com

August 1, 2001

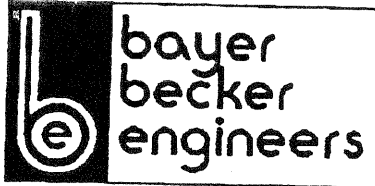
DESCRIPTION: 9.333 Acres
Mortgage Release

LOCATION: Weatherstone
(A.K.A.) Marival

Situated in Section 25, Town 4, Range 3, City of Mason, Warren County, Ohio and containing 9.333 acres further described as follows;

Begin at the northwesterly corner of Lot 80 of Weatherstone, Section Three, Block A (A.K.A.) Marival, as recorded in Plat Book 51, Pages of 41-42 of the Warren County Recorder's Office, said corner also being a point on the southerly right-of-way of Stone Ridge Drive and the true point of beginning; thence, with said Weatherstone, Section Three, the following eight courses:

- thence South 05°52'08" East, 150.90 feet;
- thence South 55°55'23" East, 94.90 feet;
- thence South 16°03'42" West, 170.92 feet to an existing 5/8" iron pin;
- thence South 67°32'35" East, 173.87 feet;
- thence South 74°51'04" East, 149.45 feet to an existing 5/8" iron pin;
- thence South 00°48'28" West, 125.51 feet;
- thence North 85°30'26" West, 17.72 feet;
- thence South 02°31'45" West, 185.50 feet to an existing 5/8" iron pin on the northerly line of Broadview Farms, as recorded in Plat Book 7, Page 86 of the Warren County Recorder's Office;
- thence departing said Weatherstone Section Three, Block A, and with said Broadview Farms, North 85°30'26" West, 356.80 feet, to the northeast corner of Mason Hills Subdivision Section One, as recorded in Plat Book 7 Page 30 of the Warren County Recorder's Office;
- thence with said Mason Hills Subdivision the following two courses:
- thence North 85°15'29" West, 479.96 feet;
- thence North 84°16'24" West, 114.81 feet;
- thence departing said Mason Hills Subdivision, North 36°53'57" East, 901.67 feet to a point on the southerly right-of-way of Stone Ridge Drive;
- thence with a curve to the left, along said right-of-way of Stone Ridge Drive, having a radius of 430.00 feet, an arc length of 84.85 feet, (chord = South 77°55'46" East, 84.71 feet); to the point of beginning containing 9.333 acres of land subject to all easements and rights-of-way of record.



engineers
planners
architects
surveyors

6900 Tylersville Road, Suite A
Mason, OH 45040
P.513.336.6600
F.513.336.9365
mason@bayerbecker.com

October 6, 2000

DESCRIPTION

Access and Utility Easement
Weatherstone

LOCATION:

Warren County
City of Mason, Ohio

Situated in Section 25, Town 4, Range 3, City of Mason, Warren County, Ohio and being an Access and Utility Easement further described as follows;

Begin at a point on the westerly corner boundary line of Weatherstone, Section Two as Recorded in Plat Book 50, Page 19-21 of the Warren County Recorders office; said point being on the southerly right of way of Stone Ridge Drive; thence along the curve to the left having a radius of 430.00 feet, and an arc length of 89.48 feet, (chord = North 81°37'41" West, 89.31 feet) to the true point of beginning:

- Thence from the point of beginning thus found, South 19°40'14" West, 19.23 feet;
- Thence with a curve to the left with a radius of 1240.00 feet, and an arc length of 102.86 feet, (chord = South 22°02'49" West, 102.83 feet);
- Thence South 24°25'24" West, 26.11 feet;
- Thence with a curve to the right with a radius of 225.00 feet, and an arc length of 64.90 feet, (chord = South 47°04'22" East, 64.68 feet);
- Thence South 38°48'33" East, 107.60 feet;
- Thence with a curve to the right with a radius of 175.00 feet, and an arc length of 71.59 feet, (chord = South 27°05'23" East, 71.09 feet);
- Thence South 15°22'13" East, 256.09 feet;
- Thence South 74°37'47" West, 50.00 feet;
- Thence North 15°22'13" West, 47.46 feet;
- Thence South 74°37'47" West, 10.00 feet;
- Thence North 15°22'13" West, 46.00 feet;
- Thence North 74°37'47" East, 10.00 feet;
- Thence North 15°22'13" West, 51.01 feet;
- Thence South 74°37'47" West, 103.51 feet;
- Thence with a curve to the left with a radius of 175.00 feet, and an arc length of 60.67 feet, (chord = South 84°33'41" West, 60.36 feet);

O:\NLLEGAL\99w039 access easement.doc

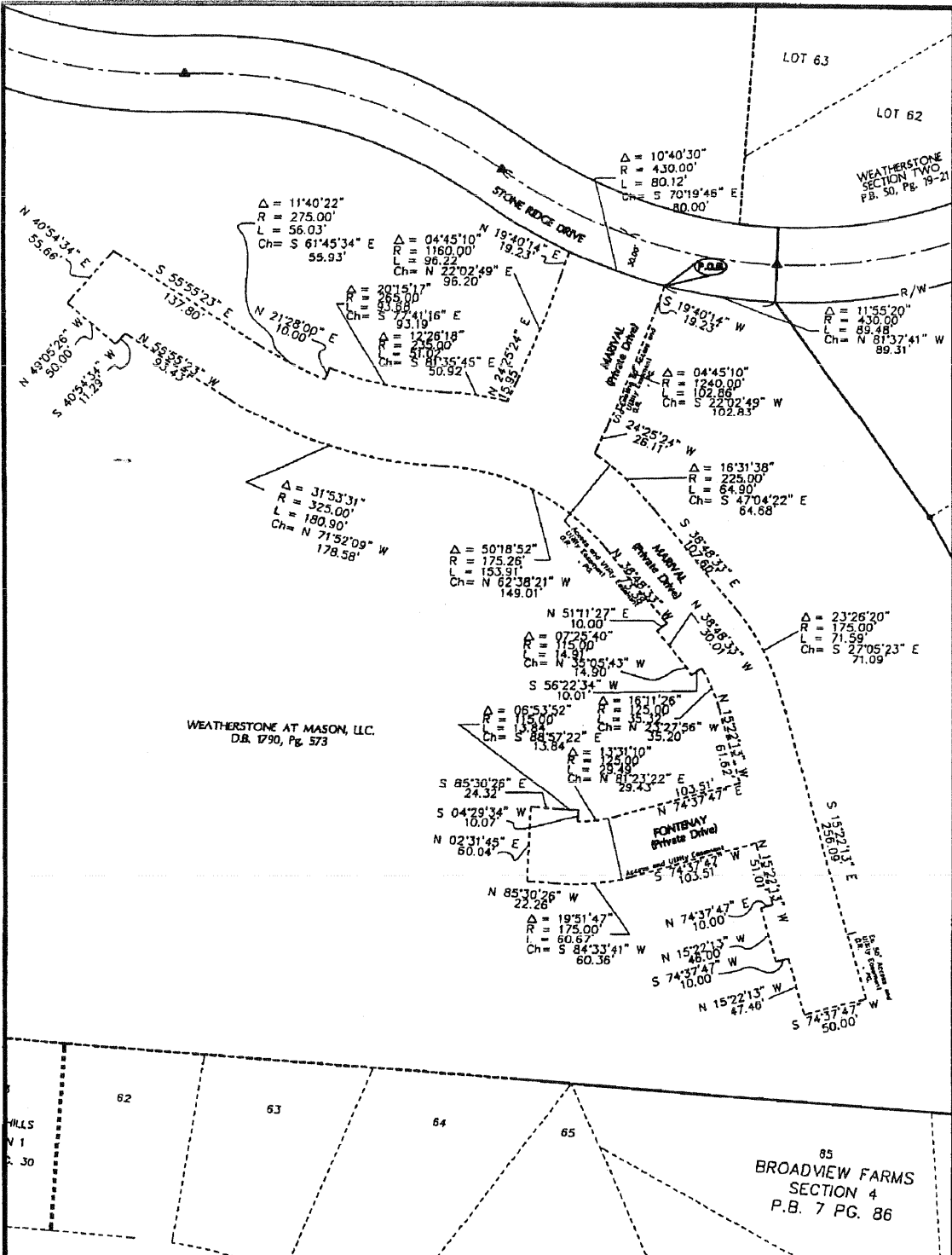
700 Nilles Road
Fairfield, OH 45014

14 East Eighth Street
Covington, KY 41011

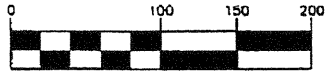
6900 Tylersville Road
Mason, OH 45040

777 Eads Pkwy., Suite C
Lawrenceburg, IN 47025

Thence North 85°30'26" West, 22.26 feet;
Thence North 02°31'45" East, 60.04 feet;
Thence South 85°30'26" East, 24.32 feet;
Thence with a curve to the right with a radius of 115.00 feet, and an arc length of 13.84 feet, (chord = South 88°57'22" East, 13.84 feet);
Thence South 04°29'34" West, 10.07 feet;
Thence with a curve to the right with a radius of 125.00 feet, and an arc length of 29.49 feet, (chord = North 81°23'22" East, 29.43 feet);
Thence North 74°37'47" East, 103.51 feet;
Thence North 15°22'13" West, 61.62 feet;
Thence with a curve to the left with a radius of 125.00 feet, and an arc length of 35.32 feet, (chord = North 23°27'56" West, 35.20 feet);
Thence South 56°22'34" West, 10.01 feet;
Thence with a curve to the left with a radius of 115.00 feet, and an arc length of 14.91 feet, (chord = North 35°05'43" West, 14.90 feet);
Thence North 38°48'33" West, 30.01 feet;
Thence North 51°11'27" East, 10.00 feet;
Thence North 38°48'33" West, 77.60 feet;
Thence with a curve to the left with a radius of 175.00 feet, and an arc length of 149.68 feet, (chord = North 63°18'44" West, 145.16 feet);
Thence with a curve to the left with a radius of 325.00 feet, and an arc length of 180.90 feet, (chord = North 71°52'08" West, 178.58 feet);
Thence North 55°55'23" West, 93.43 feet;
Thence South 40°54'34" West, 11.29 feet;
Thence North 49°05'26" West, 50.00 feet;
Thence North 40°54'34" East, 55.66 feet;
Thence South 55°55'23" East, 137.80 feet;
Thence with a curve to the right with a radius of 275.00 feet, and an arc length of 56.03 feet, (chord = South 61°45'34" East, 55.93 feet);
Thence North 21°28'00" East, 10.00 feet;
Thence with a curve to the right with a radius of 265.00 feet, and an arc length of 93.68 feet, (chord = South 77°41'16" East, 93.19 feet);
Thence with a curve to the right with a radius of 235.00 feet, and an arc length of 51.02 feet, (chord = South 81°35'45" East, 50.92 feet);
Thence North 24°25'24" East, 15.95 feet;
Thence with a curve to the right with a radius of 1160.00 feet, and an arc length of 96.22 feet, (chord = North 22°02'49" East, 96.20 feet);
Thence North 19°40'14" East, 19.23 feet;
Thence with a curve to the right with a radius of 430.00 feet, and an arc length of 80.12 feet, (chord = South 70°19'46" East, 80.00 feet); to the place of beginning, containing 1.5743 acres subject to all legal Easements and Right of Way of Record.



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

**EXHIBIT PLAT
WEATHERSTONE
ACCESS AND UTILITY EASEMENT
SECTION 25, TOWN 4, RANGE 3
CITY OF MASON
WARREN COUNTY, OHIO**

<p>bayer becker engineers</p>	engineers	date: 12-13-00
	planners	dwg by: A.R.S.
	architects	chk by: R.L.B.
	surveyors	job # 99w039
		sheet: 1 of 1

6900 Tylersville Rd. Mason, OH 45040 513-336-6600

(M99w39rp.dwg)

CONSENT AND ACKNOWLEDGMENT

The undersigned, FISCHER ATTACHED HOMES, LTD., a Kentucky limited partnership ("Fischer Attached"), as fee owner of Lot Numbers 73, 78 and 80 of Weatherstone Section Three, Block A, as recorded in Plat Book 51, Pages 41 & 42 of the Plat Records of Warren County, Ohio, hereby consents to the execution and delivery of the foregoing Declaration of Covenants, Easements and Restrictions (the "Declaration"), and to the filing thereof in the Office of the Warren County, Ohio Recorder's Office. Lot Numbers 73, 78 and 80 are part of the Property described in the Declaration. Prior to the recording of the Declaration, fee simple title to Lot Numbers 73, 78 and 80 were transferred by Weatherstone At Mason, LLC, an Ohio limited liability company ("Weatherstone"), as Declarant under the Declaration to Fischer Attached as evidenced by a certain Warranty Deed dated February 7, 2001 and recorded March 2, 2001 in Official Record Book 2103, Page 3 of the Warren County, Ohio Records (the "Deed"). Therefore, Fischer Attached hereby agrees that the covenants, restrictions and conditions contained in the Declaration shall run with the land and bind Fischer Attached and each immediate and remote successor owner of Lot Numbers 73, 78 and 80 and their respective legal representatives, successors and assigns, and further agrees that the Deed shall be subject and subordinate to the Declaration as if the Declaration had been recorded prior in time to the Deed.

IN WITNESS WHEREOF, Fischer Attached Homes, Ltd., a Kentucky limited partnership, by its duly authorized partner, has caused the execution of this Consent and Acknowledgment as of this 6th day of April, 2001.

Signed and Acknowledged
In The Presence of:

FISCHER ATTACHED HOMES, LTD.,
a Kentucky limited partnership
By: FAHO, Inc., General Partner

Jody T. Kiekamp
Jody T. Kiekamp
Lisa Foster
LISA FOSTER

By: *H. Wayne Menchhofer*
Name: H. WAYNE MENCHHOFER

COMMONWEALTH OF KENTUCKY)
:SS:
COUNTY OF Kenton)

The foregoing instrument was acknowledged before me on this 6th day of April, 2001, by H. Wayne Menchhofer, as Vice President, of FAHO, Inc., as General Partner of Fischer Attached Homes, Ltd., a Kentucky limited partnership, on behalf of the corporation and partnership.

Mary Wood

Notary Public



CONSENT AND SUBORDINATION OF MORTGAGEE

FIRSTAR BANK, N.A., a banking association organized and existing under the laws of the United States of America, and the holder of a mortgage deed to the premises recorded in Official Record Book 2043, Page 788 of the Warren County, Ohio Recorder's Office, hereby consents to the execution and delivery of the foregoing Declaration of Covenants, Easements and Restrictions, with exhibits thereto (the "Declaration"), and to the filing thereof, in the office of the County Recorder of Warren County, Ohio, and further subjects and subordinates the above-described mortgage to the provisions of the foregoing Declaration with attached exhibits.

IN WITNESS WHEREOF, Firstar Bank, N.A., by its authorized officer, has caused the execution of this Consent this 10th day of August, 2001.

Signed and acknowledged
in the presence of:

Darlene Hunter
Print: Darlene Hunter

Charlotte Y Creech
Print: Charlotte Y Creech

FIRSTAR BANK, N.A., a banking
association organized and existing under
the laws of the United States of America

By: *Glenn P. Baumann*
Name: GLENN P. BAUMANN
Title: VP

STATE OF OHIO)
): SS:
COUNTY OF HAMILTON)

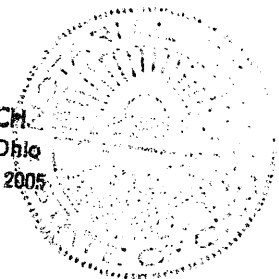
The foregoing instrument was acknowledged before me this 10th day of August, 2001, by Glenn P. Baumann as Vice President of FIRSTAR BANK, N.A., a banking association organized and existing under the laws of the United States of America, on behalf of the banking association.

Charlotte Y Creech
Notary Public

This instrument prepared by:

Jody T. Klekamp, Esq.
KEATING, MUETHING & KLEKAMP, P.L.L.
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6954

CHARLOTTE Y. CREECH
Notary Public, State of Ohio
My Commission Expires Feb. 6, 2005



TRANSFER NOT NECESSARY
MICK NELSON, AUDITOR
WARREN COUNTY, OHIO

2

**PARTIAL TERMINATION OF DECLARATION OF EASEMENTS
AND PROTECTIVE COVENANTS FOR WEATHERSTONE**

THIS PARTIAL TERMINATION OF DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS FOR WEATHERSTONE ("Partial Termination") executed this 7th day of August, 2001, by WEATHERSTONE AT MASON, LLC., an Ohio limited liability company ("Declarant"), under the following circumstances:

A. Declarant executed a Declaration of Easements and Protective Covenants for Weatherstone located in the City of Mason, Warren County, Ohio on February 28, 2000, as recorded on March 6, 2000 in Official Record Book 1911, Page 146 of the Warren County, Ohio Recorder's Office, as amended by Amendment Number One to Declaration of Easements and Protective Covenants for Weatherstone dated August 4, 2000 and recorded in Official Record Book 1987, Page 442 of the Warren County, Ohio Recorder's Office; and as amended by Amendment Number Two to Declaration of Easements and Protective Covenants for Weatherstone ("Amendment Number Two") dated November 14, 2000 and recorded in Official Record Book 2040, Page 855 of the Warren County, Ohio Recorder's Office (collectively, the "Declaration"); and

B. Pursuant to Section 10 of the Declaration, Declarant reserved the right during the Development Period to remove any portion of the Property from the scope of the Declaration without the consent of the Members of the Association; and

C. Declarant desires to remove from the Declaration a portion of the Property which was submitted to the Declaration in Amendment Number Two and more particularly described on Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing premises and for the purpose of establishing and assuring a uniform plan for the development of the Property, and enhancing and protecting the value, desirability and attractiveness of the Property, Developer hereby declares that:

1. All capitalized terms used herein which would not otherwise be capitalized shall have the same meanings ascribed to such terms in the Declaration unless otherwise specifically defined herein.

2. Declarant desires to partially terminate the Declaration as it applies solely to the real property described in Exhibit A hereto.

3. The definitions of "Lots" and "Property" in the Declaration shall be deemed amended to remove the real property described in Exhibit A hereto.

4. The parties do further agree that by the recording of this Partial Termination with the Recorder of Warren County, Ohio, such recording shall be conclusive evidence of the release, termination, and cancellation of the Declaration with respect to the real property described in Exhibit A hereto; provided always, nevertheless, that nothing herein contained shall in any way impair, alter

or diminish the effect of the Declaration on the portion of the Property not hereby released herefrom, or any of the rights and remedies of Declarant thereof.

IN WITNESS WHEREOF, Declarant has executed this Partial Termination as of the date and year first above written.

WITNESSES:

WEATHERSTONE AT MASON, LLC., an Ohio limited liability company

By: Brookfield Development Corporation, an Ohio corporation, as Authorized Member

Angela E. Mays
Printed: Angela E. Mays

By: Matthew C. Daniels
Matthew C. Daniels, President

James S. Smith
Printed: James S. Smith

STATE OF OHIO)
)SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 13th day of August, 2001, by Matthew C. Daniels, President of Brookfield Development Corporation, an Ohio corporation, as Authorized Member of WEATHERSTONE AT MASON, LLC., an Ohio limited liability company, on behalf of the limited liability company and corporation.

Angela E. Mays
Notary Public

This instrument was prepared by:

Jody T. Klekamp, Esq.
Keating, Muething & Klekamp, P.L.L.
1400 Provident Tower
Cincinnati, Ohio 45202
513-579-6400



ANGELA E. MAYS
Notary Public, State of Ohio
My Commission Expires May 8, 2005

EXHIBIT A

Situated in Section 25, Town 4, Range 3, City of Mason, Warren County, Ohio and being Lots 73, 74, 75, 76, 77, 78, 79, 80 and 81 of Weatherstone, Section Three, Block A as recorded in Plat Book 51, Pages 41-42 of the Warren County, Ohio Recorder's Office.

Sidwell No. (Lot 73) - 12-25-464-005

Sidwell No. (Lot 74) - 12-25-464-006

Sidwell No. (Lot 75) - 12-25-464-007

Sidwell No. (Lot 76) - 12-25-464-011

Sidwell No. (Lot 77) - 12-25-464-010

Sidwell No. (Lot 78) - 12-25-464-009

Sidwell No. (Lot 79) - 12-25-464-008

Sidwell No. (Lot 80) - 12-25-464-003

Sidwell No. (Lot 81) - 12-25-464-004

CONSENT AND ACKNOWLEDGMENT

The undersigned, FISCHER ATTACHED HOMES, LTD., a Kentucky limited partnership ("Fischer Attached"), as fee owner of Lot Numbers 73, 78 and 80 of Weatherstone Section Three, Block A, as recorded in Plat Book 51, Pages 41 & 42 of the Plat Records of Warren County, Ohio, hereby consents to the execution and delivery of the foregoing Partial Termination of Declaration of Covenants, Easements and Restrictions for Weatherstone (the "Partial Termination"), and to the filing thereof in the Office of the Warren County, Ohio Recorder's Office. Lot Numbers 73, 78 and 80 are part of the real property described in Exhibit A attached to the Partial Termination. Prior to the recording of this Partial Termination, fee simple title to Lot Numbers 73, 78 and 80 were transferred by Weatherstone At Mason, LLC, an Ohio limited liability company to Fischer Attached as evidenced by a certain Warranty Deed dated February 7, 2001 and recorded March 2, 2001 in Official Record Book 2103, Page 3 of the Warren County, Ohio Records (the "Deed"). Therefore, Fischer Attached, as owner of Lot Numbers 73, 78 and 80 hereby agrees and consents to the termination and removal of the real property described in the attached Exhibit A from the Declaration of Covenants, Easement and Restrictions for Weatherstone.

IN WITNESS WHEREOF, Fischer Attached Homes, Ltd., a Kentucky limited partnership, by its duly authorized partner, has caused the execution of this Consent and Acknowledgment as of this 7th day of August, 2001.

Signed and Acknowledged
In The Presence of:

FISCHER ATTACHED HOMES, LTD., a
Kentucky limited partnership

By: FAHO, Inc., General Partner

Tina M. Finley
Printed: TINA M. FINLEY

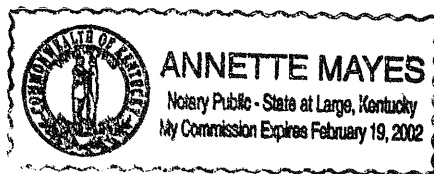
By: H. Wayne Menchhofer
Name: H. WAYNE MENCHHOFER
Title: VICE PRESIDENT FAHO

Linda J. Scagg
Printed: LINDA J. SCAGGS

COMMONWEALTH OF KENTUCKY)
:SS:
COUNTY OF KENTON)

The foregoing instrument was acknowledged before me on this 10th day of August, 2001, by H. Wayne Menchhofer, as Vice President, of FAHO, Inc., as General Partner of Fischer Attached Homes, Ltd., a Kentucky limited partnership, on behalf of the corporation and partnership.

Annette Mayes
Notary Public



CONSENT AND SUBORDINATION OF MORTGAGEE

FIRSTAR BANK, N.A., a banking association organized and existing under the laws of the United States of America, and the holder of a mortgage deed to the premises recorded in Official Record Book 2043, Page 788 of the Warren County, Ohio Recorder's Office, hereby consents to the execution and delivery of the foregoing Partial Termination of Declaration of Easements and Protective Covenants for Weatherstone, with exhibits thereto (the "Partial Termination"), and to the filing thereof, in the office of the County Recorder of Warren County, Ohio, and further subjects and subordinates the above-described mortgage to the provisions of the foregoing Partial Termination with attached exhibits.

IN WITNESS WHEREOF, Firstar Bank, N.A., by its authorized officer, has caused the execution of this Consent this 10th day of August, 2001.

Signed and acknowledged
in the presence of:

FIRSTAR BANK, N.A., a banking
association organized and existing under
the laws of the United States of America

Dorlene Hunter
Print: Dorlene Hunter

By: *Glenn P. Baumann*
Name: GLENN P. BAUMANN
Title: JP

Charlotte Y. Creech
Print: Charlotte Y. Creech

STATE OF OHIO)
: ss:
COUNTY OF HAMILTON)

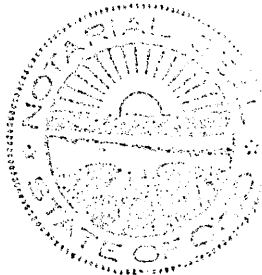
The foregoing instrument was acknowledged before me this 10th day of August, 2001, by Glenn P. Baumann, as Vice President of FIRSTAR BANK, N.A., a banking association organized and existing under the laws of the United States of America, on behalf of the banking association.

Charlotte Y. Creech
Notary Public

This instrument prepared by:

Jody T. Klekamp, Esq.
KEATING, MUETHING & KLEKAMP, P.L.
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6954

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO



CHARLOTTE Y. CREECH
Notary Public, State of Ohio
My Commission Expires Feb. 6, 2005

**AFFIDAVIT OF FACTS RELATING TO TITLE
PURSUANT TO OHIO REVISED CODE § 5301.252**

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The undersigned, being first duly cautioned and sworn, deposes and states follows:

1. My name is Matthew C. Daniels and I am Managing Member of Weatherstone at Mason, LLC., an Ohio limited liability company ("Weatherstone at Mason").

2. Weatherstone at Mason as Declarant subdivided certain real estate in the City of Mason, Warren County, Ohio, as evidenced by certain Record Plats recorded in Plat Book 48, Pages 23-25 (Section One); Plat Book 50, Page 19 (Section Two); and Plat Book 51, Pages 41-42 (Section Three), all in the Plat Records of Warren County, Ohio (collectively, the "Property").

3. Declarant subjected the Property to the terms and conditions of a certain Declaration of Easements and Protective Covenants for Weatherstone on February 28, 2000, as recorded on March 6, 2000 in Official Record Book 1911, Page 146 of the Warren County, Ohio Recorder's Office, as amended by Amendment Number One to Declaration of Easements and Protective Covenants for Weatherstone dated August 4, 2000 and recorded in Official Record Book 1987, Page 442 of the Warren County, Ohio Recorder's Office; and as amended by Amendment Number Two to Declaration of Easements and Protective Covenants for Weatherstone dated November 14, 2000 and recorded in Official Record Book 2040, Page 855 of the Warren County, Ohio Recorder's Office (collectively, the "Declaration").

4. As evidenced by that certain Partial Termination of Declaration of Easements and Protective Covenants for Weatherstone ("Partial Termination") dated August 7, 2001 and recorded in Official Record Book ____, Page ____ of the Warren County, Ohio Recorder's Office, Declarant has removed a portion of the Property from the terms of the Declaration, which portion of the Property is described on Exhibit A attached hereto and made a part hereof and is commonly known as Section 3 at Weatherstone (hereinafter, "Section 3 at Weatherstone").

5. As a result of Section 3 at Weatherstone being removed from the Declaration as evidenced by the Partial Termination, various references on the Record Plat for Section 3 at Weatherstone, recorded in Plat Book 51, Pages 41-42 of the Warren County, Ohio Plat Records are incorrect and it is the desire of Declarant to correct these references, which are as follows:

- (a) Delete any reference on the Plat which states that Section 3 at Weatherstone is subject to the Declaration of Easements and Protective Covenants for Weatherstone ("Weatherstone Declaration"), which is recorded in Deed Records of Warren County, Ohio

commencing with Official Record Volume 1911, Page 146 and the Articles of Incorporation and Code of Regulations for Weatherstone Homeowners' Association, Inc. and including any supplements, in that it is no longer subject to the Weatherstone Declaration as evidenced by the Partial Termination.

(b) The first two sentences under Landscape Easement on the Record Plat should be deleted in their entirety and replaced with the following language:

"Marival at Weatherstone Condominium Owners' Association, Inc. shall only be required to cut grass within the Landscape and Buffer Easement Areas as provided in the Declaration of Condominium Ownership for Marival at Weatherstone or the City of Mason Landscape Ordinance. All other improvements and landscaping located within the Landscape Buffer Easement Areas shall be maintained by the individual Unit Owners. the Landscape and Buffer Easements are to the benefit of the Marival at Weatherstone Condominium Owners' Association, Inc."

(c) The second sentence under Deed Reference on the Record Plat shall be deleted in its entirety and replaced with the following language:

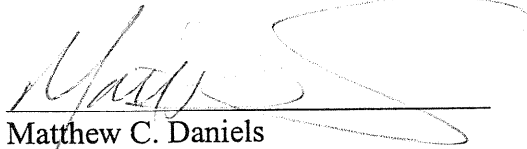
"All Lots shown hereon may, at the discretion of Fischer Attached Homes, Ltd. become subject to the terms and conditions of the Declaration of Condominium Ownership for Marival at Weatherstone Condominium to be recorded in the Warren County, Ohio Recorder's Office, which provides for maintenance and repair of certain Common Areas and Facilities, etc."

(d) The sixth (6th) Note on the Record Plat shall be deleted in its entirety and replaced with the following language:

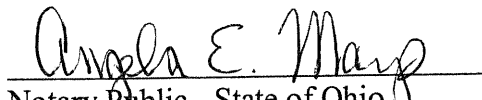
"Marival at Weatherstone Condominium Owners' Association, Inc. shall only be required to cut grass within the Landscape and Buffer Easement Areas as provided in the Declaration of Condominium Ownership for Marival at Weatherstone or the City of Mason Landscape Ordinance. All other improvements and landscaping located within the Landscape Buffer Easement Areas shall be maintained by the individual Unit Owners."

6. This Affidavit is given pursuant to §5301.252 of the Ohio Revised Code to correct various references on the Record Plat for Section 3 at Weatherstone.

FURTHER AFFIANT SAYETH NAUGHT.


Matthew C. Daniels

SWORN to before me and subscribed in my presence this 13th day of August, 2001 Matthew C. Daniels.


Notary Public - State of Ohio

This Instrument Prepared By:

Jody T. Klekamp, Esq.
Keating, Muething & Klekamp, P.L.L.
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6400



ANGELA E. MAYS
Notary Public, State of Ohio
My Commission Expires May 8, 2005

EXHIBIT A

Situated in Section 25, Town 4, Range 3, City of Mason, Warren County, Ohio and being Lots 73, 74, 75, 76, 77, 78, 79, 80 and 81 of Weatherstone, Section Three, Block A as recorded in Plat Book 51, Pages 41-42 of the Warren County, Ohio Recorder's Office.

Sidwell No. (Lot 73) - 12-25-464-005

Sidwell No. (Lot 74) - 12-25-464-006

Sidwell No. (Lot 75) - 12-25-464-007

Sidwell No. (Lot 76) - 12-25-464-011

Sidwell No. (Lot 77) - 12-25-464-010

Sidwell No. (Lot 78) - 12-25-464-009

Sidwell No. (Lot 79) - 12-25-464-008

Sidwell No. (Lot 80) - 12-25-464-003

Sidwell No. (Lot 81) - 12-25-464-004

Hc4

CONSENT AND ACKNOWLEDGMENT

The undersigned, FISCHER ATTACHED HOMES, LTD., a Kentucky limited partnership ("Fischer Attached"), as fee owner of Lot Numbers 73, 78 and 80 of Weatherstone Section Three, Block A, as recorded in Plat Book 51, Pages 41 & 42 of the Plat Records of Warren County, Ohio, hereby consents to the execution and delivery of the foregoing Affidavit of Facts Relating to Title Pursuant to Ohio Revised Code §5301.252 (the "Affidavit of Facts Relating to Title"), and to the filing thereof in the Office of the Warren County, Ohio Recorder's Office. Lot Numbers 73, 78 and 80 are part of the real property described in Exhibit A attached to the Affidavit of Facts Relating to Title. Prior to the recording of this Affidavit of Facts Relating to Title, fee simple title to Lot Numbers 73, 78 and 80 were transferred by Weatherstone At Mason, LLC, an Ohio limited liability company ("Weatherstone") to Fischer Attached as evidenced by a certain Warranty Deed dated February 7, 2001 and recorded March 2, 2001 in Official Record Book 2103, Page 3 of the Warren County, Ohio Records (the "Deed"). Therefore, Fischer Attached, as owner of Lot Numbers 73, 78 and 80 hereby agrees and consent to the filing of this Affidavit of Facts Relating to Title.

IN WITNESS WHEREOF, Fischer Attached Homes, Ltd., a Kentucky limited partnership, by its duly authorized partner, has caused the execution of this Consent and Acknowledgment as of this 7th day of August, 2001.

Signed and Acknowledged
In The Presence of:

FISCHER ATTACHED HOMES, LTD., a
Kentucky limited partnership

By: FAHO, Inc., General Partner

Tina M. Finley
Printed: TINA M. FINLEY

By: H. Wayne Menchhofer
Name: H. WAYNE MENCHHOFER
Title: VICE PRESIDENT FAHO

Linda J. Scagg
Printed: LINDA J. SCAGG

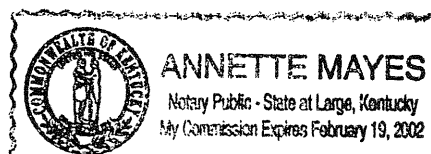
COMMONWEALTH OF KENTUCKY)

:SS:

COUNTY OF KENTON)

The foregoing instrument was acknowledged before me on this 10th day of August, 2001, by Wayne Menchhofer, as Vice President, of FAHO, Inc., as General Partner of Fischer Attached Homes, Ltd., a Kentucky limited partnership, on behalf of the corporation and partnership.

Annette Mayes
Notary Public



CONSENT AND SUBORDINATION OF MORTGAGEE

FIRSTAR BANK, N.A., a banking association organized and existing under the laws of the United States of America, and the holder of a mortgage deed to the premises recorded in Official Record Book 2043, Page 788 of the Warren County, Ohio Recorder's Office, hereby consents to the execution and delivery of the foregoing Affidavit of Facts Relating to Title Pursuant to Ohio Revised Code §5301.252, with exhibits thereto (the "Affidavit of Facts Relating to Title"), and to the filing thereof, in the office of the County Recorder of Warren County, Ohio, and further subjects and subordinates the above-described mortgage to the provisions of the foregoing Affidavit of Facts Relating to Title with attached exhibits.

IN WITNESS WHEREOF, Firstar Bank, N.A., by its authorized officer, has caused the execution of this Consent this 10th day of August, 2001.

Signed and acknowledged
in the presence of:

FIRSTAR BANK, N.A., a banking
association organized and existing under
the laws of the United States of America

Dorlene Hunter

By: *Glenn P. Baumann*
Name: GLENN P. BAUMANN
Title: VP

Print: Dorlene Hunter

Charlotte Y Creech
Print: Charlotte Y Creech

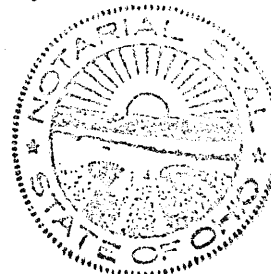
STATE OF OHIO)
: ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 10th day of August, 2001, by Glenn P. Baumann, as Vice President of FIRSTAR BANK, N.A., a banking association organized and existing under the laws of the United States of America, on behalf of the banking association.

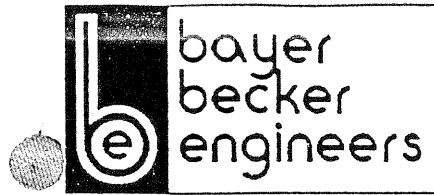
Charlotte Y Creech
Notary Public

This instrument prepared by:

Jody T. Klekamp, Esq.
KEATING, MUETHING & KLEKAMP, P.L.L.
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6954



CHARLOTTE Y. CREECH
Notary Public, State of Ohio
My Commission Expires Feb. 6, 2005



engineers
 planners
 architects
 surveyors

EXHIBIT A
 [Phase I]

6900 Tylersville Road, Suite A
 Mason, OH 45040
 P.513.336.6600
 F.513.336.9365
 mason@bayerbecker.com

August 1, 2001

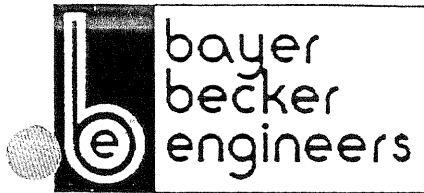
DESCRIPTION: 1.170 Acres

LOCATION: Weatherstone
 Section Three, Block A
 Lot 73

Situated in Section 25, Town 4, Range 3, City of Mason, Warren County, Ohio and being a 1.170 acre tract further described as follows;

Begin at the northeasterly corner of Lot 81 of Weatherstone Subdivision, Section Three, Block A, as recorded in Plat Book 51, Page 41 & 42 of the Warren County Recorder's Office, said corner being the true point of beginning;

- thence from the point of beginning and along the southerly right-of-way of Stone Ridge Drive, with a curve to the left having a radius of 430.00 feet, an arc length of 129.53 feet, (chord = South 78°57'33" East, 129.04 feet);
- thence South 34°47'15" East, 212.20 feet;
- thence South 61°11'40" West, 193.99 feet;
- thence North 38°48'33" West, 107.60 feet;
- thence with a curve to the left having a radius of 200.00 feet, an arc length of 93.44 feet, (chord = North 52°11'34" West, 92.59 feet);
- thence North 24°25'24" East, 47.52 feet;
- thence with a curve to the left having a radius of 1200.00 feet, an arc length of 99.54 feet, (chord = North 22°02'49" East, 99.51 feet), to the point of beginning containing 1.170 acres of land subject to all easements and rights-of-way of record.



engineers
planners
architects
surveyors

EXHIBIT A
(continued)

6900 Tylersville Road, Suite A
Mason, OH 45040
P.513.336.6600
f.513.336.9365
mason@bayerbecker.com

August 1, 2001

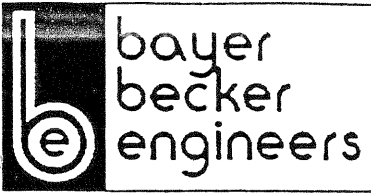
DESCRIPTION: 0.591 Acres

LOCATION: Weatherstone
Section Three, Block A
Lot 78

Situated in Section 25, Town 4, Range 3, City of Mason, Warren County, Ohio and being a 0.591 acre tract further described as follows;

Begin at the northeasterly corner of Lot 79 of Weatherstone Subdivision, Section Three, Block A, as recorded in Plat Book 51, Pages 41 & 42 of the Warren County Recorder's Office, said corner being the true point of beginning;

- thence from the point of beginning, with a curve to the right having a radius of 200.00 feet, an arc length of 125.08 feet, (chord = South 56°43'33" East, 123.05 feet);
- thence South 38°48'33" East, 107.60 feet;
- thence South 68°23'34" West, 138.02 feet;
- thence North 74°51'04" West, 96.31 feet;
- thence North 16°03'42" East, 184.21 feet to the point of beginning containing 0.591 acres of land subject to all easements and rights-of-way of record.



engineers
planners
architects
surveyors

EXHIBIT A
(continued)

6900 Tylersville Road, Suite A
Mason, OH 45040
P.513.336.6600
f.513.336.9365
mason@bayerbecker.com

August 1, 2001

DESCRIPTION: 0.805 Acres

LOCATION: Weatherstone
Section Three, Block A
Lot 80

Situated in Section 25, Town 4, Range 3, City of Mason, Warren County, Ohio and being a 0.805 acre tract further described as follows;

Begin at the northwesterly corner of Lot 81 of Weatherstone Subdivision, Section Three, Block A, as recorded in Plat Book 51, Pages 41 & 42 of the Warren County Recorder's Office, said corner being the true point of beginning;

- thence from the point of beginning, South 24°29'20" West, 215.94 feet;
- thence with a curve to the right having a radius of 300.00 feet, an arc length of 38.46 feet, (chord = North 59°35'43" West, 38.43 feet);
- thence North 55°55'23" West, 111.38 feet;
- thence North 05°52'08" West, 150.90 feet, to a point on the southerly right-of-way of Stone Ridge Drive;
- thence along said right-of-way the following 2 courses, with a curve to the left having a radius of 430.00 feet, an arc length of 63.71 feet, (chord = South 87°49'36" East, 63.65 feet);
- thence with a curve to the right having a radius of 370.00 feet, an arc length of 171.51 feet, (chord = South 78°47'31" East, 169.98 feet) to the point of beginning containing 0.805 acres of land subject to all easements and rights-of-way of record.

EXHIBIT B

[Legal Description of Expansion Property]

Situated in Section 25, Town 4, Range 3, City of Mason, Warren County, Ohio and being Lots 74, 75, 76, 77, 79 and 81 of Weatherstone, Section Three, Block A as recorded in Plat Book 51, Pages 41-42 of the Warren County, Ohio Recorder's Office.

Sidwell No. (Lot 74) - 12-25-464-006

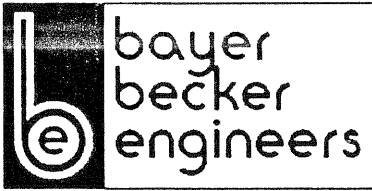
Sidwell No. (Lot 75) - 12-25-464-007

Sidwell No. (Lot 76) - 12-25-464-011

Sidwell No. (Lot 77) - 12-25-464-010

Sidwell No. (Lot 79) - 12-25-464-008

Sidwell No. (Lot 81) - 12-25-464-004



engineers
 planners
 architects [Expansion Property]
 surveyors

EXHIBIT B
 (continued)

6900 Tylersville Road, Suite A
 Mason, OH 45040
 P.513.336.6600
 f.513.336.9365
 mason@bayerbecker.com

August 3, 2001

DESCRIPTION: 26.9415 Acres

LOCATION: Weatherstone
 (A.K.A.) Marival

Situated in Section 25, Town 4, Range 3, City of Mason, Warren County, Ohio and containing 26.9415 acres further described as follows;

Begin at the northwesterly corner of Lot 65 of Weatherstone, Section Two, as recorded in Plat Book 50, Pages 19-21 of the Warren County Recorder's Office, said corner also being the true point of beginning;

- thence from the point of beginning with said Weatherstone Section Two, South 04°29'34" West, 496.12 feet to a point on the northerly line of Weatherstone Section Three as recorded in the Plat Book 51 Pages 41-42;
- thence With said Marival the following seventeen courses: with a curve to the right, having a radius of 370.00 feet, an arc length of 185.20 feet, (Chord=North 68°21'27" West, 183.27 feet);
- thence with a curve to the right having a radius of 430.00 feet, and arc length of 285.58 feet (chord = North 73°02'42" West, 280.36 feet);
- thence with a curve to the right having a radius of 370.00 feet, and arc length of 286.97 feet (chord = North 69°51'06" West, 279.84 feet);
- thence North 47°37'56" West, 63.38 feet;
- thence with a curve to the right having a radius of 35.00 feet, and arc length of 54.98 feet (chord = North 02°37'56" West, 49.50 feet);
- thence South 42°21'59" West, 99.85 feet;
- thence with a curve to the left having a radius of 30.50 feet, an arc length of 17.43 feet (chord = South 64°00'06" East, 17.19 feet);
- thence South 47°37'56" East, 81.89 feet;
- thence with a curve to the left having a radius of 430.00 feet, an arc length of 269.80 feet (chord = South 65°36'25" East, 265.40 feet);
- thence South 05°52'08" East, 150.90 feet;

O:\99\99w039\Legal\99W039-remain..doc

EXHIBIT B
(continued)
[Expansion Property]

thence South 55°55'23" East, 94.90 feet;

thence South 16°03'42" West, 170.92 feet to an existing 5/8" iron pin;

thence South 67°32'35" East, 173.87 feet;

thence South 74°51'04" East, 149.45 feet to an existing 5/8" iron pin;

thence South 00°48'28" West, 125.51 feet;

thence North 85°30'26" West, 17.72 feet;

thence South 02°31'45" West, 185.50 feet to an existing 5/8" iron pin on the northerly line of Broadview Farms as recorded in Plat Book 7 Page 86;

thence North 85°30'26" West, 356.80 feet to a point on the northerly line of the Mason Hills, Section One, as recorded in Plat Book 7, Page 30 of the Warren County Recorder's Office;

thence Departing said Broadview Farms, and with said Mason Hills, the following two courses: North 85°15'29" West, 479.96 feet;

thence North 84°16'24" West, 613.56 feet;

thence departing said Mason Hills, North 04°47'51" East, 123.20 feet;

thence With said westerly right-of-way, the following five courses: North 42°46'36" East, 122.04 feet;

thence North 42°29'56" East, 359.02 feet;

thence South 47°37'56" East, 15.00 feet;

thence North 42°22'04" East, 695.43 feet to the southerly line of Charles Z. Simms Development Corporation, as recorded in Official Record 1841, Pages 789-791 of the Warren County Recorder's Office;

thence departing said right-of-way, and with said Simms, the following four courses:

thence South 73°57'19" East, 141.06 feet;

thence North 43°40'43" East, 457.88 feet;

thence South 46°05'38" East, 372.39 feet;

thence North 71° 22'50" East, 130.59 feet to the point of beginning containing 26.9415 acres of land subject to all easements and rights-of-way of record.

EXHIBIT C

[Drawings]

We the undersigned being the owner of the fee simple title to the land and estate therein and desiring to file in the Condominium Plan known as the Method of Weatherstone Condominium

Witnessed & Approved
 By: *[Signature]*
 By: *[Signature]*
 By: *[Signature]*
 By: *[Signature]*

STATE OF KENTUCKY
 County of Warren
 I, the undersigned, being duly qualified and sworn as a Notary Public in and for said county and State of Kentucky, do hereby certify that the foregoing instrument to be the voluntary act and deed in testimony whereof, I have hereunto set my hand and seal of office on the day and year first above written.

It is remembered that on the 27th day of August, 2001, before me, Notary Public in and for said county and State of Kentucky, came *[Name]* who being personally known to me and being duly sworn, depose and say that the foregoing instrument to be the voluntary act and deed in testimony whereof, I have hereunto set my hand and seal of office on the day and year first above written.

BY COMMISSION EXPIRES: *[Date]*
 NOTARY PUBLIC
 LINDA STULTZ
 1001 W. 10th St., Warren, KY 40380
 (606) 338-1111

COUNTY AUDITOR TRANSFER:
 County Auditor
 Transferred on this ___ day of _____, 2001.

By: Deputy
 County Auditor

COUNTY RECORDER:
 County Recorder
 Recorded on this ___ day of _____, 2001 at _____ M.
 Recorded on this ___ day of _____, 2001 at _____ M.
 Recorded in Book No. _____ Page _____

Warren County Recorder
 By: *[Signature]*
 County Auditor
 Transferred on this ___ day of _____, 2001.
 By: *[Signature]*
 County Recorder
 Recorded on this ___ day of _____, 2001 at _____ M.
 Recorded on this ___ day of _____, 2001 at _____ M.
 Recorded in Book No. _____ Page _____



BUILDING ONE

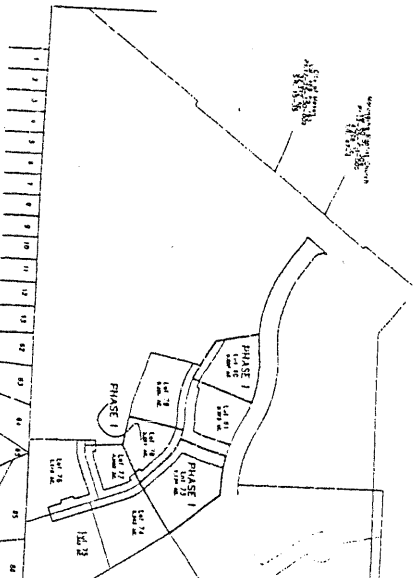
Lot #	Block	Unit	Address	Unit No.	Unit Type	Per Value	Assessed Value	Level	Unit Location
80	1	1	4312 Woodland	1-1	Apartment	3200	218.00	Level 1	Unit East
80	1	2	4312 Woodland	1-2	Apartment	3200	218.00	Level 1	Unit West
80	1	3	4312 Woodland	1-3	Row House	3200	218.00	Level 1	Unit East
80	1	4	4312 Woodland	1-4	Row House	3200	218.00	Level 1	Unit West
80	1	5	4308 Woodland	1-5	Row House	3200	218.00	Level 1	Unit East
80	1	6	4308 Woodland	1-6	Apartment	3200	218.00	Level 1	Unit West

BUILDING TWO

Lot #	Block	Unit	Address	Unit No.	Unit Type	Per Value	Assessed Value	Level	Unit Location
73	2	1	4316 Woodland	2-1	Apartment	3200	218.00	Level 1	Unit East
73	2	2	4316 Woodland	2-2	Apartment	3200	218.00	Level 1	Unit West
73	2	3	4316 Woodland	2-3	Row House	3200	218.00	Level 1	Unit East
73	2	4	4316 Woodland	2-4	Row House	3200	218.00	Level 1	Unit West
73	2	5	4312 Woodland	2-5	Row House	3200	218.00	Level 1	Unit East
73	2	6	4312 Woodland	2-6	Apartment	3200	218.00	Level 1	Unit West

BUILDING SEVEN

Lot #	Block	Unit	Address	Unit No.	Unit Type	Per Value	Assessed Value	Level	Unit Location
78	7	1	4318 Woodland	7-1	Apartment	3200	218.00	Level 1	Unit East
78	7	2	4318 Woodland	7-2	Apartment	3200	218.00	Level 1	Unit West
78	7	3	4318 Woodland	7-3	Row House	3200	218.00	Level 1	Unit East
78	7	4	4318 Woodland	7-4	Row House	3200	218.00	Level 1	Unit West
78	7	5	4314 Woodland	7-5	Row House	3200	218.00	Level 1	Unit East
78	7	6	4314 Woodland	7-6	Apartment	3200	218.00	Level 1	Unit West



OWNER
 FISHER ATTACHED HOUSES LTD.
 FISHER MANAGEMENT, INC.
 A KENTUCKY CORPORATION
 2670 CHANCELLOR DRIVE
 SUITE 300
 CRENSHAW HILLS, KENTUCKY 41017

ENGINEER/SURVEYOR
 BYER-BECKER ENGINEERS
 6900 Tyrnville Road
 Suite A
 Harbin, Ohio 43040

- NOTES**
1. ALL SURVEY DATA IS BASED ON THE 1998 SURVEY OF THE WEATHERSTONE DEVELOPMENT.
 2. BUILDING DIMENSIONS SHOWN ARE TO THE EXTERIOR UNLESS OTHERWISE NOTED.
 3. ALL SURVEY DATA IS BASED ON THE 1998 SURVEY OF THE WEATHERSTONE DEVELOPMENT.
 4. ALL SURVEY DATA IS BASED ON THE 1998 SURVEY OF THE WEATHERSTONE DEVELOPMENT.
 5. ALL SURVEY DATA IS BASED ON THE 1998 SURVEY OF THE WEATHERSTONE DEVELOPMENT.
 6. ALL SURVEY DATA IS BASED ON THE 1998 SURVEY OF THE WEATHERSTONE DEVELOPMENT.
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 8. ALL SURVEY DATA IS BASED ON THE 1998 SURVEY OF THE WEATHERSTONE DEVELOPMENT.
 9. ALL SURVEY DATA IS BASED ON THE 1998 SURVEY OF THE WEATHERSTONE DEVELOPMENT.
 10. ALL SURVEY DATA IS BASED ON THE 1998 SURVEY OF THE WEATHERSTONE DEVELOPMENT.

EXHIBIT C-1
WEATHERSTONE
 SECTION THREE, BLOCK A
 (AKA) MARVAL
 SECTION 25, TOWN 4, RANGE 3
 MARVAL AT WEATHERSTONE CONDOMINIUM
 PHASE 1

THE CITY OF MASON WARREN COUNTY, OHIO

Beverly Backer
 Recorder
 100 North Main Street
 Warren, Ohio 44481
 313-1111

DATE: 10/26/01
 BY: [Signature]

SITE MAP
 SCALE: 1" = 200'

TOTAL AREA
 9.55 ACRES
 1.170 ACRES
 0.291 ACRES
 10.031 ACRES
 5.885 ACRES

PRINTED
 AUG 6 2001

EXHIBIT C
(continued)

Curve Table

CURVE	RAI/DUS	LENGTH	CHORD	BEARING	DELTA
C-1	430.00	63.71	63.65	S 87°49'56" E	08°29'22"
C-2	370.00	171.51	169.99	S 78°47'31" E	26°33'31"
C-3	300.00	38.46	38.43	S 59°35'43" E	07°20'41"
C-4	200.00	125.08	125.05	N 56°43'11" W	35°50'00"
C-5	200.00	93.44	92.99	N 52°11'34" W	26°46'03"
C-6	430.00	129.53	129.04	S 78°57'33" E	17°15'35"
C-7	1200.00	54.71	54.71	N 20°58'37" E	02°36'44"
C-8	1200.00	44.83	44.83	N 23°21'12" E	02°08'25"
C-9	1200.00	99.54	99.51	N 22°02'49" E	04°45'10"
C-10	1200.00	99.54	99.51	N 22°02'49" E	04°45'10"

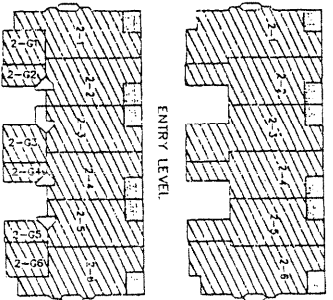
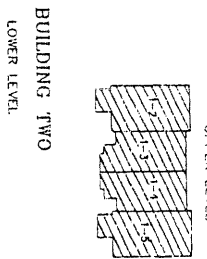
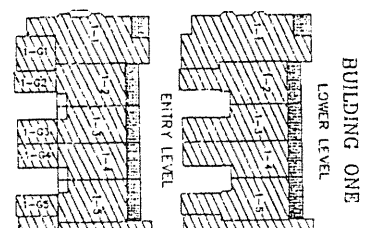
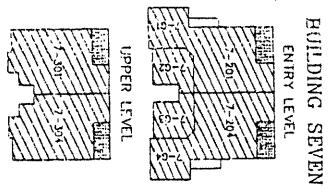
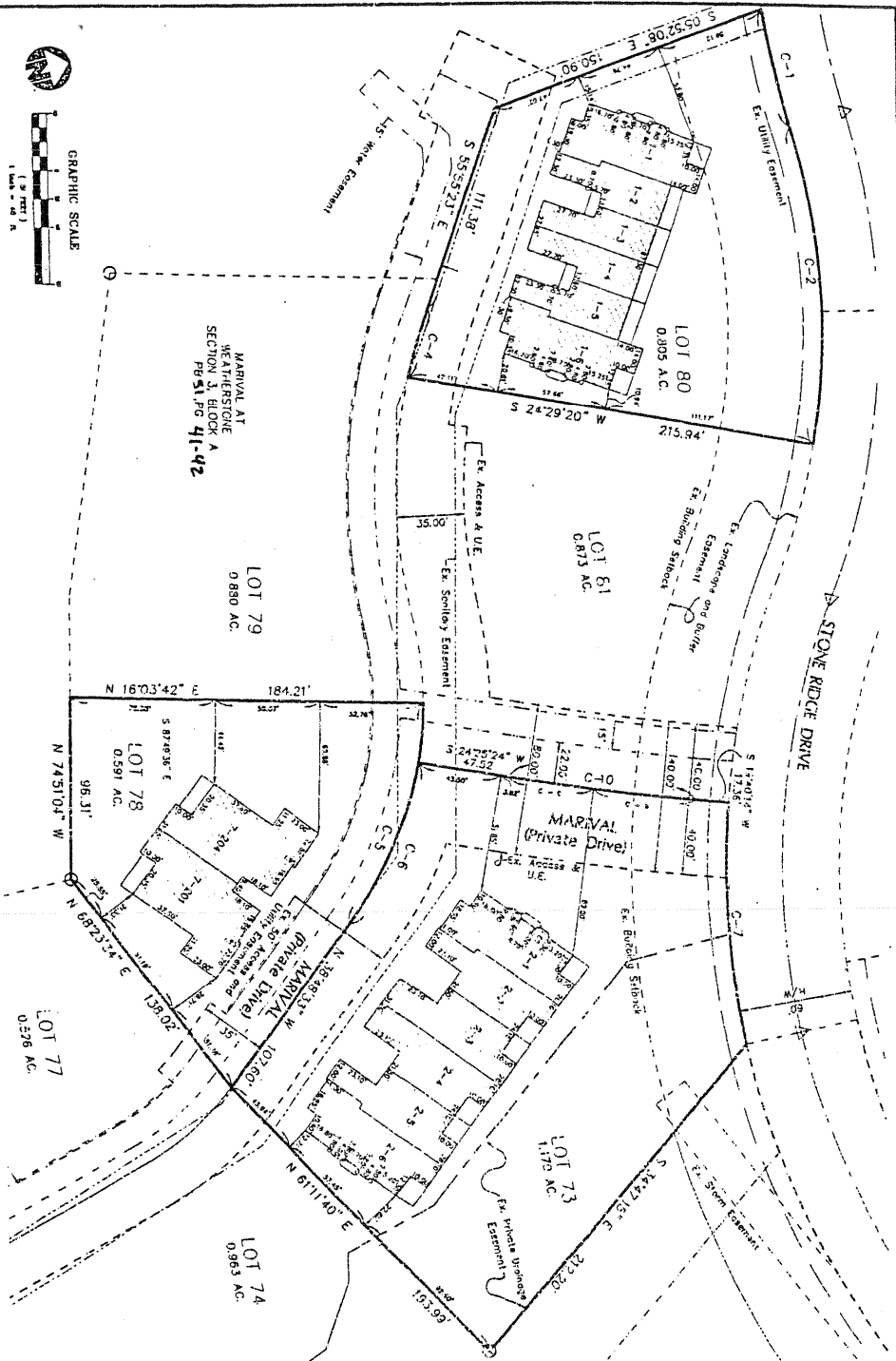
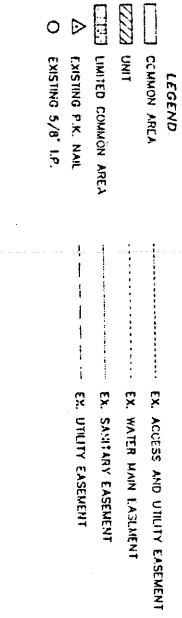
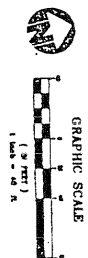


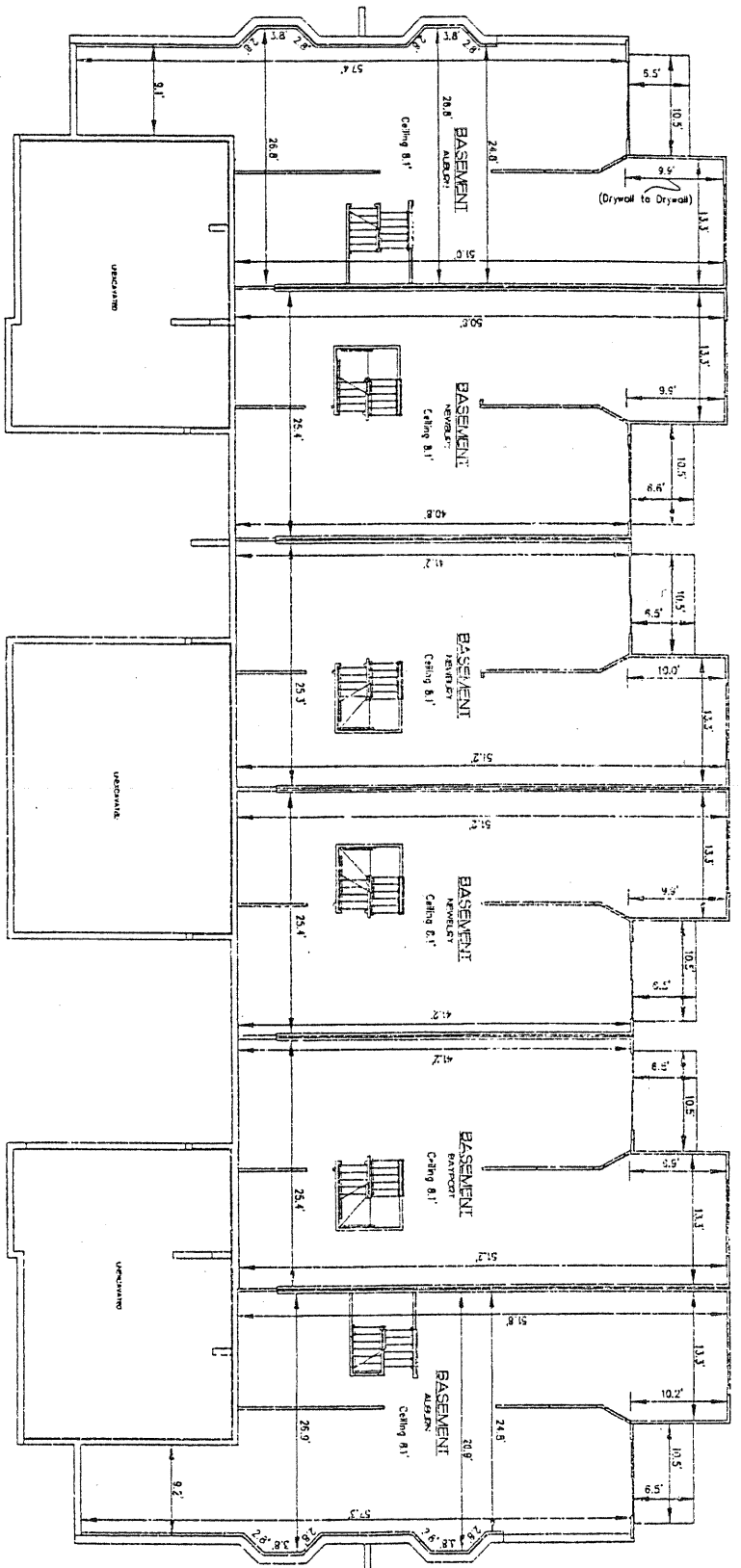
EXHIBIT C-2
WEATHERSTONE
SECTION THREE, BLOCK A
(A.K.A.) MARIVAL
SECTION 25, TOWN 4, RANGE 3
MARIVAL AT WEATHERSTONE COND. PHASE I

THE CITY OF NASON, WARREN COUNTY, OHIO

Dwyer-Dwyer
ENGINEERS - ARCHITECTS - SURVEYORS
1400 LANTANA ROAD, SUITE 400
COLUMBUS, OHIO 43260-1100

EXHIBIT C
(continued)

J:\101010032\101010032.dwg Plot: 03/05/2004 10:11:39 2004



Unit 2-1
RESIDENT
4210 MOUND

Unit 2-2
RESIDENT
4220 MOUND

Unit 2-3
RESIDENT
4225 MOUND

Unit 2-4
RESIDENT
4234 MOUND

Unit 2-5
RESIDENT
4232 MOUND

Unit 2-6
RESIDENT
4230 MOUND

LOWER LEVEL, BUILDING 2
LOT 73

1/4" = 1'-0" (Horizontal) and 1/8" = 1'-0" (Vertical)
Dimensions shown in feet and inches

LEGEND
 LIMITED COMMON AREA
 UNIT
 COMMON AREA

EXHIBIT C-3
WEATHERSTONE
SECTION THREE, BLOCK A
(AKA) MARIVAL
SECTION 25, TOWN 4, RANGE 3
MARIVAL AT WEATHERSTONE CONDOMINIUM
PHASE I

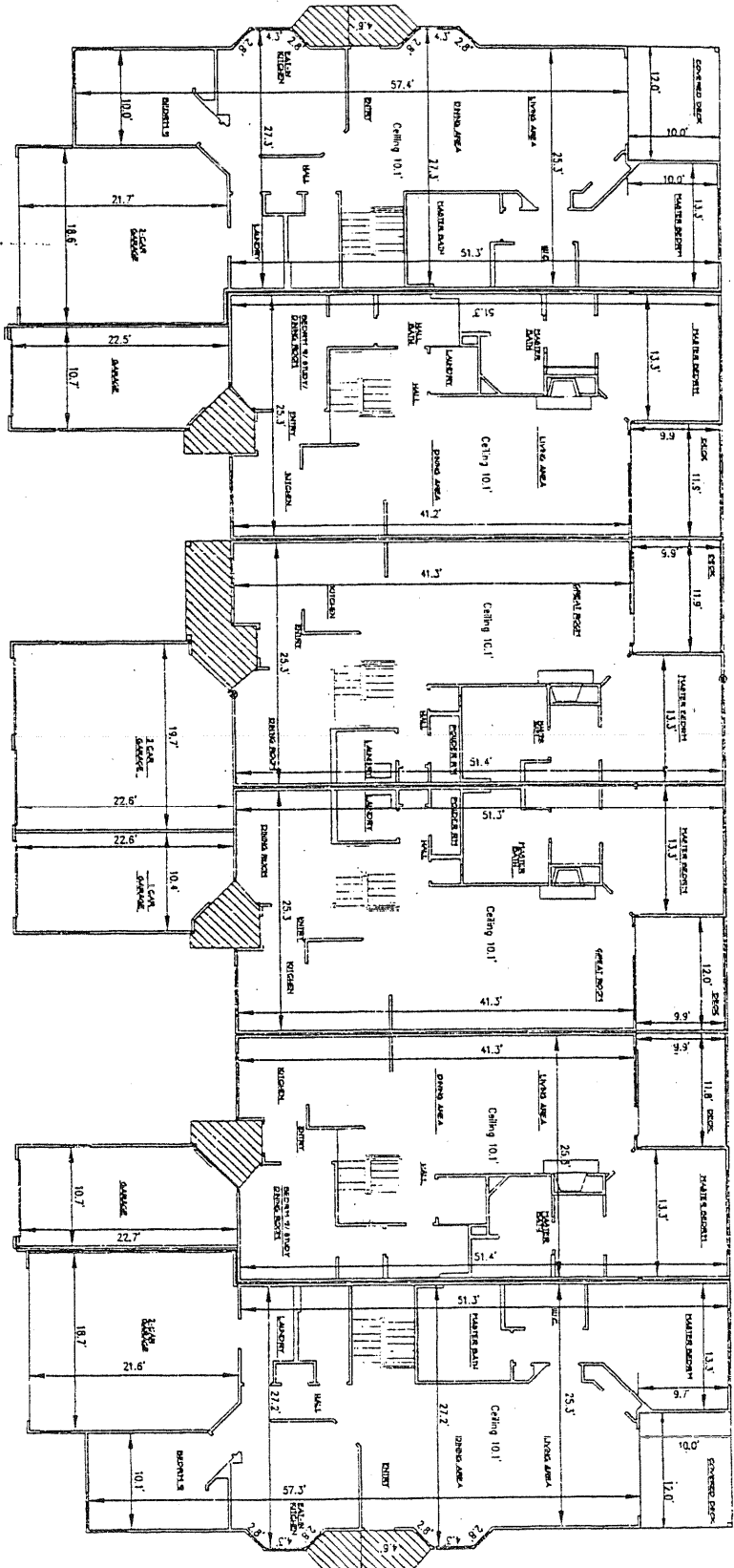
THE CITY OF MASON, WARREN COUNTY, OHIO

DATE: 03/05/2004
TIME: 10:11:39 AM

OWNER: **bayer-becker architects**
1800 North High Street, Suite 400
Columbus, Ohio 43219
614.221.1100

DATE: 03/05/2004
TIME: 10:11:39 AM

EXHIBIT C
(continued)



Unit 2-1
ALABY
4240 MARIV

Unit 2-2
NEWBURY
4238 MARIV

Unit 2-3
NEWBURY
4236 MARIV

Unit 2-4
NEWBURY
4234 MARIV

Unit 2-5
BLAIRWOOD
4232 MARIV

Unit 2-6
SHERIDAN
4230 MARIV

ENTRY LEVEL BUILDING 2
LOT 73
1.64 PERCENT OF TOTAL OF RECORD MAP "1"
AND 10 PERCENT OF TOTAL OF RECORD MAP "1"

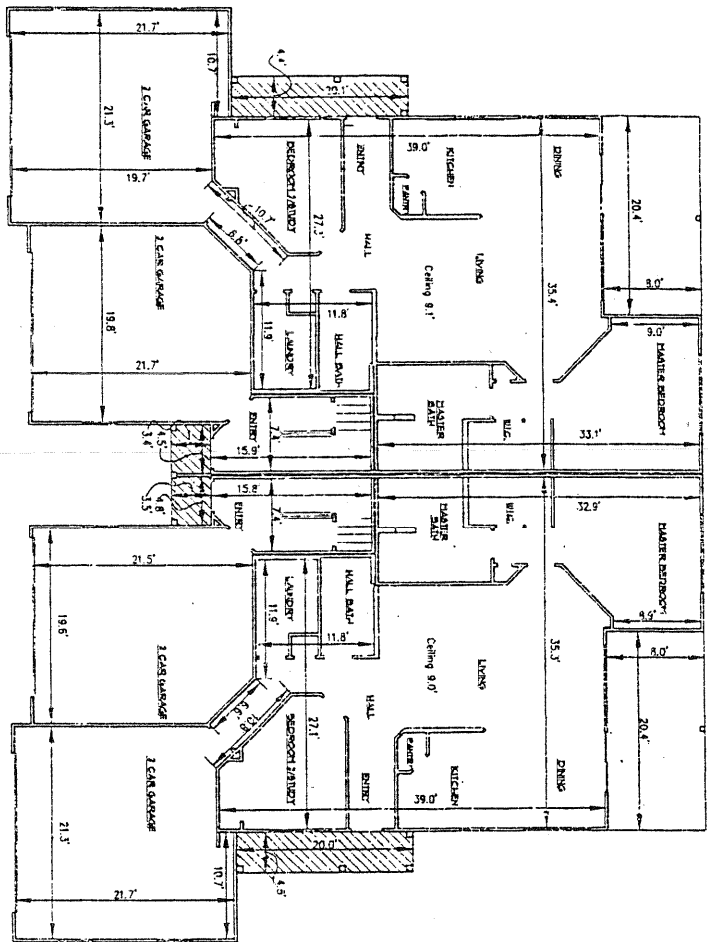
- LEGEND**
- LIMITED COMMON AREA
 - UNIT
 - COMMON AREA

NO. ON S.	REVISION
1	1.00
2	2.00
3	3.00
4	4.00
5	5.00
6	6.00
7	7.00
8	8.00
9	9.00
10	10.00
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12	12.00
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48	48.00
49	49.00
50	50.00

EXHIBIT G-4
WEATHERSTONE
SECTION THREE, BLOCK A
(A.K.A.) MARIVAL
SECTION 25, TOWN 4, RANGE 3
MARIVAL AT WEATHERSTONE CONDOMINIUM
PHASE 1
THE CITY OF MASON, WARREN COUNTY, OHIO

bayer-becker
engineers
architects
1000 W. MAIN ST., SUITE 100
MASON, OHIO 45040
PH: 513.263.1100
FAX: 513.263.1101

EXHIBIT C
(continued)



UNIT 1 - 701
ASSEMBLY SLAB
4335 SQRD

UNIT 2 - 704
ASSEMBLY SLAB
4341 SQRD

ENTRY LEVEL, BUILDING 2

LOT 78

1/4" INDICATING 3/8" (3/8" FROM 1")
AND 1/8" UPON OTHERS FROM 1")
MEASUREMENT TO UNIT 1 - 704 AND OTHER TO OTHERS

- LEGEND**
- LIMITED COMMON AREA
 - UNIT
 - COMMON AREA

NO. 548	1/2/07	FOR RECORD, CITY OF WARREN
1/2/07		

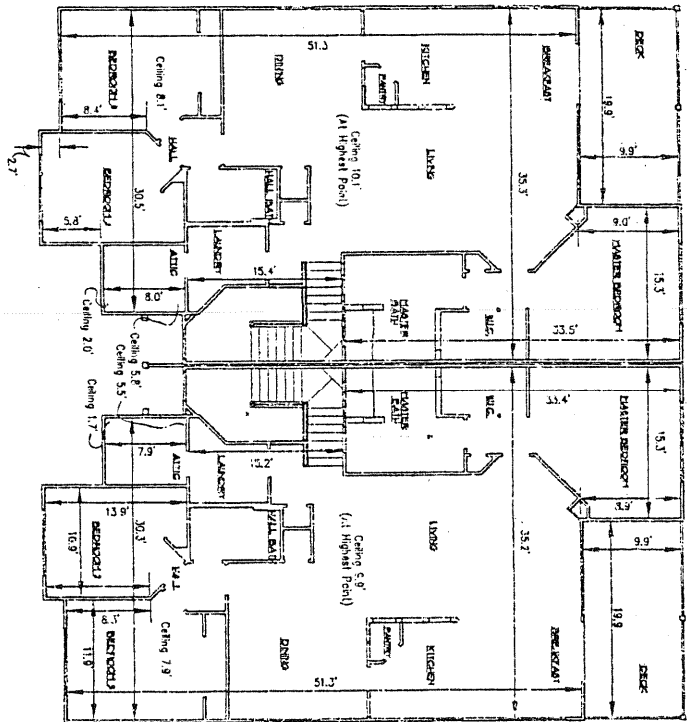


City of Warren
Engineers - Planners - Surveyors
1000 Warren, Ohio, 44146
1-419-733-1234

EXHIBIT C-5
WEATHERSTON
SECTION THREE, BLOCK A
(AKA.) MARIVAL
SECTION 26, TOWN 4, RANGE 3
MARIVAL AT WEATHERSTONE CONDO
PHASE I

THE CITY OF MASON, WARREN COUNTY, OH

EXHIBIT C
(continued)



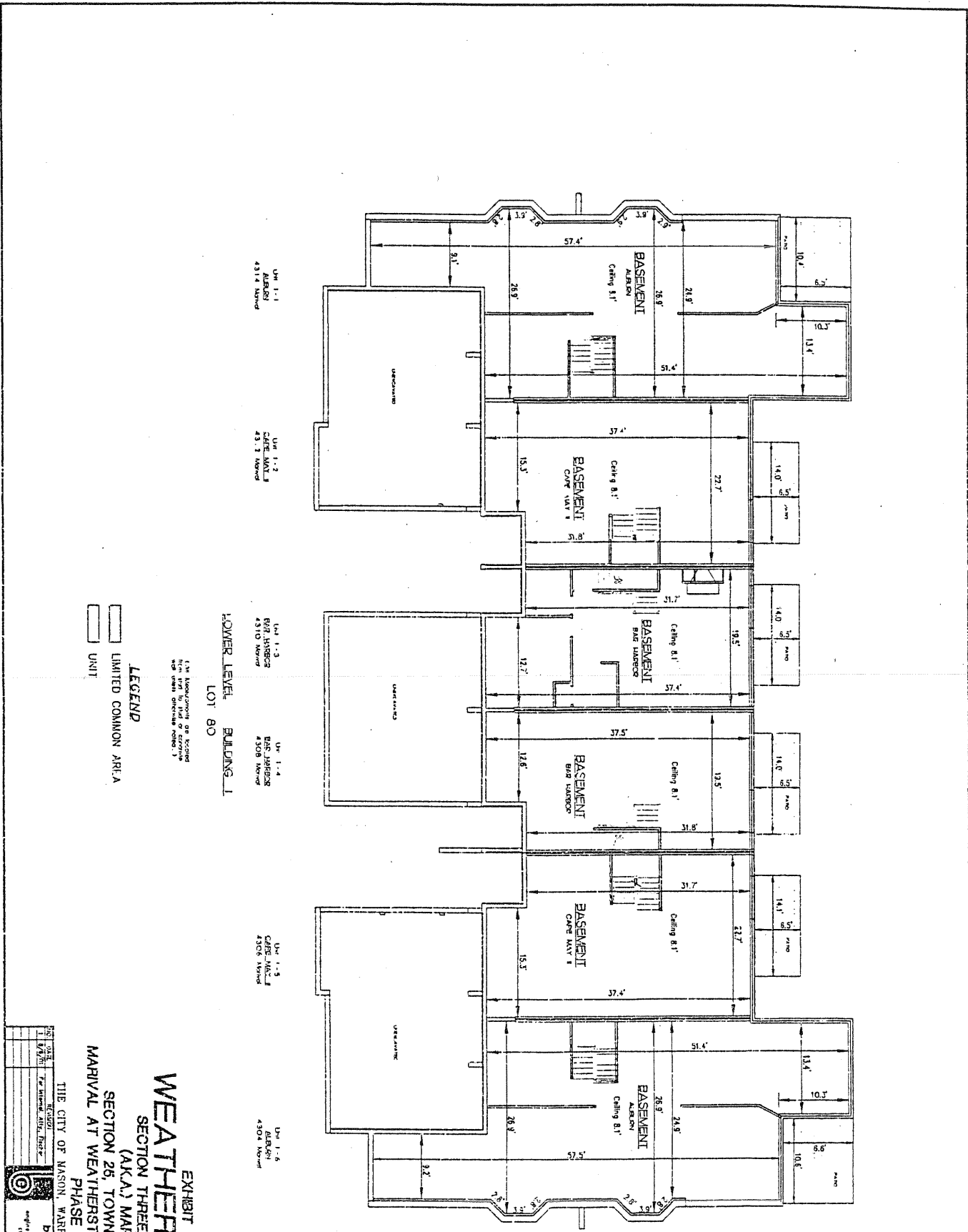
LEGEND
 [Hatched Box] LIMITED COMMON AREA
 [White Box] UNIT

DATE	REVISION
1/2/01	PRELIMINARY PLAN

bayer-backer
 architects - planners - interior
 400 N. WINDY, SUITE 200
 WASHINGTON, OHIO 43085
 (614) 233-1100

EXHIBIT C-6
 WEATHERSTONE
 SECTION THREE, BLOCK A
 (A.K.A.) MARVAL
 SECTION 25, TOWN 4, RANGE 3
 MARVAL AT WEATHERSTONE CONDOMINIUM
 PHASE I
 THE CITY OF MASON, WARREN COUNTY, OHIO

EXHIBIT C
(continued)



UM 1-1
BAY AREA
4310 MARVAL

UM 1-2
COURT HOUSE
4310 MARVAL

UM 1-3
BIG HOUSE
4310 MARVAL

UM 1-4
BIG HOUSE
4300 MARVAL

UM 1-5
COURT HOUSE
4300 MARVAL

UM 1-6
ALBION
4304 MARVAL

LOWER LEVEL BUILDING 1
LOT 80

LEGEND
 [Hatched Box] LIMITED COMMON AREA
 [Outline Box] UNIT

EXHIBIT C-7
WEATHERSTON
 SECTION THREE, BLOCK A
 (A.K.A.) MARVAL
 SECTION 26, TOWN 4, RANGE 3
 MARVAL AT WEATHERSTONE CONDOS
 PHASE 1
 THE CITY OF MASON, WARREN COUNTY, OHIO

DATE	REVISION
1/28/22	7.2.2022 - 2.11.2022
1/28/22	7.2.2022 - 2.11.2022

Bayer-Decker
 Engineers
 10000 W. 12th St.
 Independence, MO 64050
 (816) 325-1550

EXHIBIT C
(continued)

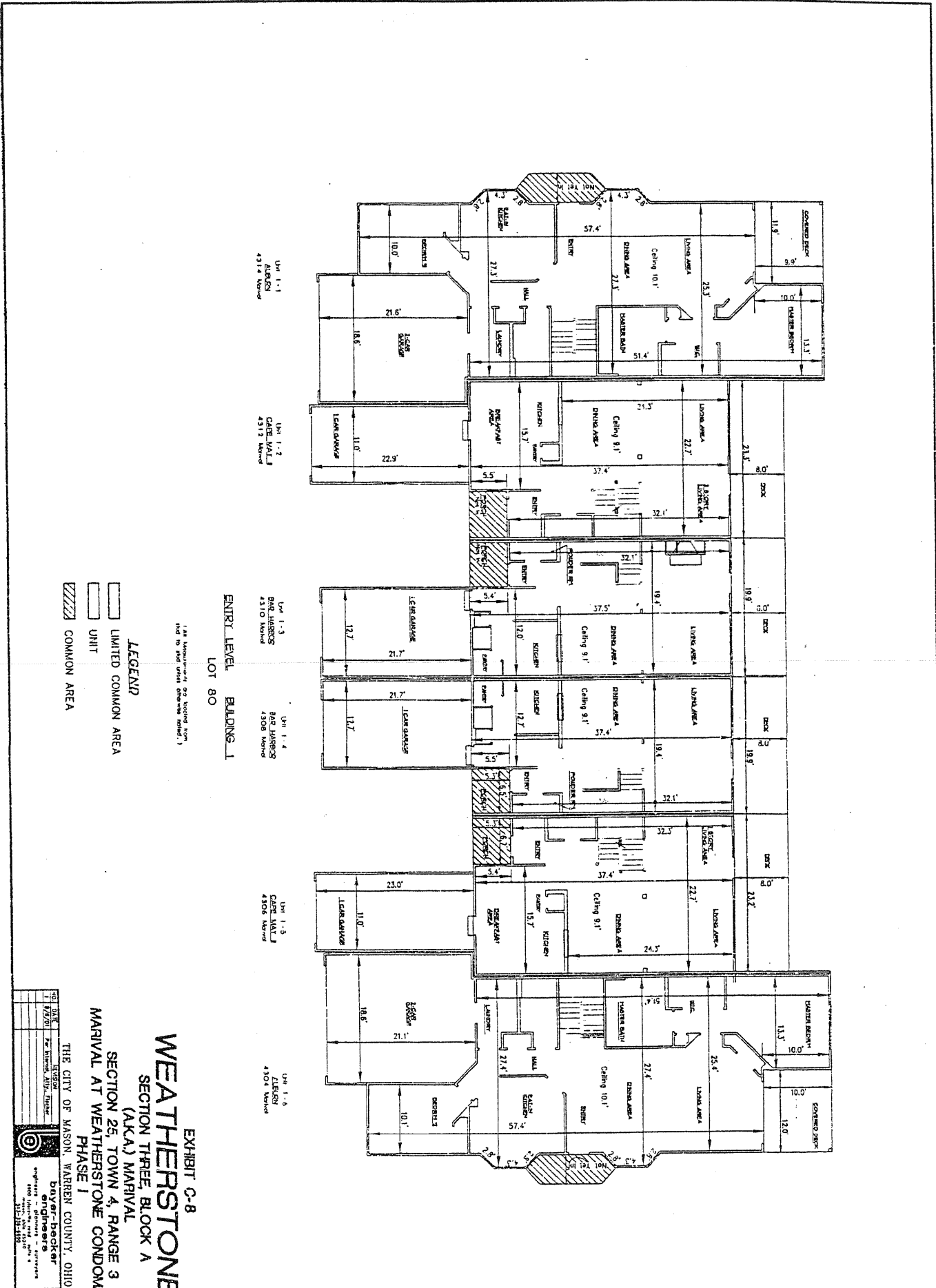
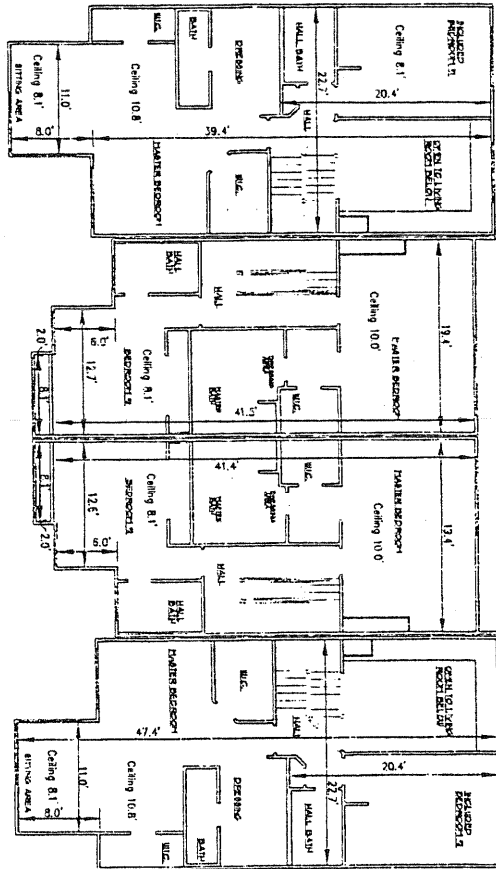


EXHIBIT C
(continued)



LEGEND
 [Hatched Box] LIMITED COMMON AREA
 [White Box] UNIT

NO. 017	REVISION
1. 12/20	FR. HIRSH, A.S.C., DRAWN

bayer-decker
 engineers
 architects - planners - interior
 decorators
 1100 N. W. 11th St.
 MIAMI, FLORIDA 33136

EXHIBIT C-9
WEATHERSTONE
 SECTION THREE, BLOCK A
 (AKA.) MARIVAL
 SECTION 26, TOWN 4, RANGE 3
 MARIVAL AT WEATHERSTONE CONDOMINIUM
 PHASE 1
 THE CITY OF MASON, WARREN COUNTY, OHIO

EXHIBIT D

CODE OF REGULATIONS

OF

MARIVAL AT WEATHERSTONE CONDOMINIUM OWNERS' ASSOCIATION, INC.

INTRODUCTION

Marival at Weatherstone Condominium Owners' Association, Inc. ("Association") is to govern and manage the Condominium Property. These Code of Regulations of Marival at Weatherstone Condominium Owners' Association, Inc. ("Code of Regulations") supplement the Declaration of Condominium Ownership for Marival at Weatherstone Condominium as amended, ("Declaration") by providing the Association with procedures to use in governing and managing the Condominium Property. Anyone who owns, rents, occupies, or uses any Condominium Unit or facility is subject to the Declaration, the Code of Regulations, and any rules and regulations ("Rules and Regulations") which may be adopted by the Association's Board of Managers. As required by Section 5311.06 of the Ohio Revised Code, a true copy of the Code of Regulations has been or will be attached as an Exhibit to the Declaration which has been or will be filed with the Warren County Recorder and the Warren County Auditor. Terms used in these Code of Regulations which begin with capital letters and are not otherwise defined shall have the meaning set forth in the Declaration.

SECTION 1

ASSOCIATION NAME AND NATURE

The name of the association shall be Marival at Weatherstone Condominium Owners' Association, Inc. The Association shall be an Ohio not-for-profit corporation.

SECTION 2

UNIT OWNERS (MEMBERS)

Section 2.1 Composition. Each person owning a fee or undivided fee-simple interest in a Unit ("Unit Owner") will automatically become a Member of this Association, and no other parties may become members. When a Unit Owner transfers his ownership of a Unit to another party, his membership automatically terminates, and the other party then becomes a Member of the Association.

Section 2.2 Place of Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Managers (hereinafter referred to as "Board" or "Managers") either in the City of Mason, Ohio or as convenient thereto as possible and practical.

Section 2.3 Annual Meetings. The first Annual Meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, on such date as the initial Board shall determine. Each subsequent Annual Meeting of the Members shall be held within the third quarter of each calendar year, upon proper notice, at a date, time and place as may be reasonably set by the Board. The purpose of the Annual Meeting shall be to elect the Board of Managers, to consider reports to be presented before the Members, and to transact any other business which may properly be brought before the meeting. If the day for the Annual Meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Each Annual Meeting shall be open to all Members.

Section 2.4 Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority of the Board of Managers. Special meetings shall be called by the President upon written request, delivered to the President in person or by certified mail, of Members having at least thirty percent (30%) of the voting power of all Members. Upon receipt of this request, the President shall immediately cause written notice to be given of the special meeting to be held on a date not less than ten (10) days nor more than thirty (30) days after receipt of this request. If written notice is not given to the Members within ten (10) days after the delivery of the request, the Members making the request may call the special meeting and give written notice of it.

Section 2.5 Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the President, Secretary or person authorized to call the meeting, by (a) personal delivery, or (b) mailing a copy of such notice, postage prepaid, at least ten (10) days, but no more than thirty (30) days before such meeting to each Member entitled to vote thereat. The notice shall be addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. Notice of the date, time and place, and purpose(s) of any meeting of Members may be waived by any Member, before or after the meeting, by a writing filed with the records of the Association. The attendance of any Member at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice, shall be deemed a waiver by the Member of notice of the meeting.

Section 2.6 Quorum; Adjournment. A vote submitted by mail shall not be counted in establishing a quorum for any meeting or for any vote. Except as may be otherwise provided by law, the Articles of Incorporation, the Declaration, or these Code of Regulations, there shall be a quorum at any meeting of Members where Members who hold at least forty percent (40%) of the total voting power of Members in good standing are present, in person or by proxy. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. If a meeting of the Members is adjourned because a quorum was not present, the quorum requirement shall be reduced to thirty percent (30%) of the total voting power of Members in good standing. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of the adjourned meeting is not

fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. For a vote on any matter to be valid, the quorum requirement must be met at the time of completion of that vote.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Member required to constitute a quorum.

Section 2.7 Proxies. At all meetings of Members, each Member may vote in person or by proxy. The person designated a proxy need not be a Unit Owner. All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours prior to the meeting. An Owner may revoke a proxy only by written notice of revocation to the Board of Managers. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. Every proxy shall automatically cease upon conveyance by the Member of his/her Unit, except as otherwise provided in the Declaration or the Articles of Incorporation, about the proxy given to the Declarant. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Unit, the presentation to the Board of Managers of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. Written notice to the Board of a revocation of a proxy designation shall not affect any vote or any act previously taken.

Section 2.8 Voting by Mail by Association Members. Any Member may cast his/her written vote on any proposal to be voted upon at any meeting of the Members of the Association by mailing or personally delivering such written vote to the Secretary of the Association within the period seven (7) days before the date of the meeting. Such written votes shall be filed with the records of the Association and, in no event, shall any action be taken or approved by the Association with the approval of any less than the percentage of voting power required by the provisions of the Declaration or without the consent of any party that is required by any of said provisions. Members who have voted by mail shall not be counted in determining whether the quorum has been met at a meeting of the Members.

Section 2.9 Voting. Each Member shall be entitled to one (1) vote for each residential Unit owned by such Member; provided that any Member (a) with respect to whom a notice of Default has been issued by the Board pursuant to the Declaration, or (b) who has had his right or privilege of use and enjoyment of the Common Areas and Facilities suspended pursuant to the Declaration, shall not be entitled to vote during any period in which any such Default or suspension continues; and further provided that if a Unit shall be owned by more than one (1) Unit Owner, such Unit Owners shall be deemed to constitute a single Member as to such Unit for purposes of this Section. Unit Owners of garage Units shall not be entitled to a vote for any garage Unit to which he or she may hold title.

Unless otherwise expressly set forth by law, the Declaration, the Articles of Incorporation or these Code of Regulations, the affirmative vote of fifty-one percent (51%) of the voting power of the Members voting on any matter at a meeting of Members shall be sufficient to determine that matter, provided that any quorum requirement is met at the time of completion of that vote. The "voting power of the Members" at any given time shall be the total number of votes for all residential Units other than residential Units to which the Association or the Association's agent, designee, or nominee then holds title.

Section 2.10 Order of Business. The order of business at all meetings of Members shall be as follows: (1) calling of meeting to order; (2) roll call; determination of whether there is a quorum; (3) proof of notice of meeting or waiver of notice; (4) reading of minutes of previous meeting; (5) reports of Manager; (6) report of committees; (7) election of the Board of Managers (when appropriate); (8) unfinished and/or old business; (9) new business; (10) adjournment.

Section 2.11 Conduct of Meetings. The President shall preside over all meetings of the Members, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

Section 2.12 Action by Association Members Without a Meeting. Any action which may be authorized or taken at a meeting of the Members, except the election of Board Members, may be authorized or taken without a meeting in a writing or writings signed by Members having a simple majority of the total voting power of all Members in good standing which writing(s) shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of Members shall be sent to all parties who are entitled to notices under the Declaration not less than ten (10) days prior to commencing the circulation of the action for written consent among the Members.

SECTION 3 **BOARD OF MANAGERS-TERM OF OFFICE - MEETING**

Section 3.1 Number; Qualification; Compensation. There shall be initially three (3) members ("Managers") of the Board of Managers. A Manager appointed by the Declarant need not be a Unit Owner. A Manager elected by Unit Owners shall be a Unit Owner or a spouse of a Unit Owner except that if a Unit Owner is a corporation, partnership, joint venturer, or other entity, the Unit Owners may elect as a Manager an officer, partner, joint venturer, or like individual affiliated with this Unit Owner. Managers shall serve without compensation. However, any Manager may be reimbursed for his/her out of pocket expenses incurred in the performance of his/her duty.

Section 3.2 Authority to Appoint and to Elect Managers.

3.2.1 Development Period.

3.2.1.1 Initially, the Managers shall be the three (3) persons appointed by the Declarant from time to time. None of the Declarant's appointees need be owners or occupiers of Units.

3.2.1.2 As soon as possible after the time that the Declarant has conveyed Units to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities that would exist if the maximum number of Units that could be submitted to the Declaration were so submitted appertain, the President of the Association shall call a special membership meeting and from and after that date there shall be five (5) Managers. At such meeting the Unit Owners other than the Declarant shall elect two (2) of the five (5) Managers who shall be a Unit Owner or who shall otherwise meet the qualifications outlined in Section 3.1 hereinabove.

3.2.1.3 Within thirty (30) days after the earlier of (a) the date which is five (5) years from the date of incorporation of the Association, or (b) the date which is thirty (30) days after the Declarant's conveyance of Units to persons which hold seventy-five percent (75%) of the total undivided interests in the Common Areas and Facilities that would exist if the maximum number of Units that could be submitted to the Declaration were so submitted, the President of the Association shall call a special membership meeting ("Development Period Special Meeting"). At that meeting the Unit Owners (including the Declarant) shall elect a new Board consisting of five (5) Managers who all shall be Unit Owners or who shall otherwise be qualified pursuant to Section 3.1 hereinabove to be a Manager. The persons so elected shall take office immediately upon election and the five (5) Managers previously appointed or elected shall step down from their positions.

Notwithstanding anything herein to the contrary, for purposes of determining the total number of Units to be conveyed by the Declarant in order to constitute the sale and conveyance of twenty-five percent (25%) or seventy-five percent (75%) of all Unit ownerships, said percentage shall be computed on the entire number of Units anticipated to be added to the Condominium Property, as provided in O.R.C. Section 5311.08(C). The Declarant anticipates that the total number of Units to be submitted to the Condominium will be two hundred (200) residential Units and two hundred (200) garage Units for a total of four hundred (400) Units.

3.2.2 Post-Development Period. After the Development Period Special Meeting, the Unit Owners shall elect the Managers at the Annual Meeting of Unit Owners.

Section 3.3 Term. A Manager appointed by the Declarant shall serve until the Declarant removes the Manager, the Manager dies or resigns, or a successor is elected by the Unit Owners as provided in Section 3.2.1. A Manager elected by the Unit Owners prior to the Development Period Special Meeting as provided in Section 3.2.1 shall serve a one-year term until the earlier of

(a) the next Annual Meeting of Unit Owners and until a successor is elected; (b) the Development Period Special Meeting and until a successor is elected; or (c) until the Manager's earlier resignation, removal from office or death.

Because the terms of not less than one-third of the Managers must expire annually, the Managers elected by the Unit Owners at the Development Period Special Meeting shall be elected to staggered terms of the following lengths: two (2) Managers shall be elected to a one-year term and three (3) Managers shall be elected to a two-year term. The three (3) Managers with the most votes shall be the Managers who shall serve the two-year term. A Manager elected by the Unit Owners at the Development Period Special Meeting shall serve for the term which he/she has been elected and shall remain a Manager until the earlier of: (a) the next Annual Meeting of Unit Owners and until a successor is elected, or (b) until the Manager's earlier resignation, removal from office or death.

Each Manager elected by the Unit Owners after the Development Period Special Meeting shall serve for a two-year term and shall remain a Manager until the earlier of (a) the next Annual Meeting of Unit Owners and until a successor is elected; or (b) until the Manager's earlier resignation, removal from office, or death.

A Manager may be reelected or reappointed for additional terms.

Section 3.4 Nominations; Election Procedure. Only persons nominated as candidates shall be eligible for election as Managers. Nominations shall be made from the floor at any meeting of Unit Owners under Section 3.2.1 or at an Annual Meeting of Unit Owners.

Election shall be by written ballot. The Unit Owner of each Unit may cast, in respect to each vacancy, the vote to which that Unit is entitled under the Declaration and the Code of Regulations. The person receiving the largest number of votes for each vacancy shall be elected to fill that vacancy. Cumulative voting shall not be permitted.

Section 3.5 Resignation; Removal; Vacancies. A Manager may resign at any time by oral statement made at a meeting of the Board or by written notice to the Secretary. The resignation shall take effect immediately or at the time specified by the resigning Manager.

A Manager appointed by the Declarant may be removed by the Declarant at any time, with or without cause. An elected Manager whose removal has been proposed by a Unit Owner shall be given an opportunity to speak at an Annual Meeting or special meeting of Unit Owners, after which that Manager may be removed, with or without cause, by the vote of Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of all Unit Owners in good standing.

For any Manager appointed by the Declarant, if a vacancy is created because of resignation, removal, or death, the Declarant shall appoint a successor. For any Manager elected by the Unit Owners, if a vacancy is created because of resignation, removal, or death, the remaining Managers

may, by the vote of a majority of their number, fill any vacancy in the Board for the unexpired term.

Section 3.6 Organizational Meeting. Promptly after the Development Period Special Meeting and each Annual Meeting of Unit Owners thereafter, the Board shall hold a meeting to elect the Officers and transact any other business which may properly be brought before the meeting.

Section 3.7 Regular Meetings. Regular meetings of the Board shall be held no less often than quarterly, on the date and at the time and place fixed from time to time by the Board.

Section 3.8 Special Meetings. Special meetings of the Board may be held at any time when called by the President or any two (2) Managers.

Section 3.9 Notice of Meetings; Attendance by Unit Owners. Notice of the date, time, and place of organizational, regular, and special meetings of the Board shall be given to each Manager by personal delivery, mail, telegram, facsimile or telephone at least two (2) days before the meeting. The notice need not specify the purpose(s) of any meeting. Notice of the date, time, and place of any meeting may be waived by a Manager, before or after the meeting, by a writing filed with or entered upon the records of the meeting. Attendance of a Manager at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Manager of notice of the meeting.

No notice need be given to non-Manager Unit Owners of organizational, regular, or special meetings of the Board, however, a non-Manager Unit Owner may attend any organizational, regular, or special meeting of the Board, but may not participate in any such meeting unless given permission to do so by the President or other Officer (as hereinafter defined) of the Association who is presiding at the meeting. A non-Manager Unit Owner may not vote at a meeting of the Board.

Section 3.10 Quorum; Adjournment. A simple majority of the Managers then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Managers present at a meeting may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

Section 3.11 Voting Power. At any meeting of the Board at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter, except as may be otherwise expressly provided in the Declaration or these Code of Regulations. The President may cast an additional vote to break a tie vote on any matter.

Section 3.12 Conduct of Meetings. The President shall preside over all meetings of the Board of Managers, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

Section 3.13 Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in Executive Session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of similar nature. The nature of any and all business to be considered in Executive Session shall first be announced in an open session.

Section 3.14 Action by Board Without a Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting in a writing or writings signed by all the Managers, which writing(s) shall be filed with Board records. Any action so approved shall have the same effect as though taken at a meeting of the Managers.

ARTICLE 4 **POWERS AND DUTIES OF THE BOARD OF MANAGERS**

Section 4.1 Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, that are not specifically and exclusively reserved to the Members 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:

4.1.1 Adopt and publish Rules and Regulations governing the use of the Common Areas and Facilities and the personal conduct of the Members, occupants and their guests thereon, and to establish penalties for the infraction thereof;

4.1.2 Declare the office of a Member of the Board of Managers to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Managers or five (5) regular meetings of the Board of Managers within the fiscal year;

4.1.3 Obtain insurance coverage not less than that required pursuant to the Declaration;

4.1.4 Enforce the covenants, conditions and restrictions set forth in the Declaration;

4.1.5 Repair, maintain, and improve the Common Areas and Facilities, if required under the Declaration;

4.1.6 Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, as more fully provided in the Declaration;

4.1.7 Employ a manager, an independent contractor and/or such other employees as it deems necessary, and to prescribe their duties; and

4.1.8 Exercise for the Association all powers, duties and authority vested in or delegated to the Association by provisions of these Code of Regulations, the Articles of Incorporation, or the Declaration not specifically reserved thereby to others, including any powers necessary or convenient to carry out its duties and authority. The powers of the Board shall be construed to be as broad as possible.

Section 4.2 Duties. It shall be the duty of the Board of Managers to:

4.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by Members who together can cast thirty percent (30%) of the votes of the Association;

4.2.2 Supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed, with the Board having full power to hire and fire;

4.2.3 As more fully provided in the Declaration, to:

4.2.3.1 Establish, enforce, levy and collect Assessments as provided in the Declaration;

4.2.3.2 Give written notice of each Assessment to every Member subject thereto within the time limits set forth therein;

4.2.3.3 Foreclose the lien against any property for which Assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;

4.2.4 Issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

4.2.5 Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;

4.2.6 Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

4.2.7 Cause the restrictions created by the Declaration to be enforced; and

4.2.8 Take all actions deemed necessary or desirable to comply with all requirements of law and the Declaration.

Section 4.3 Payment of Common Expenses. The Board shall pay the Association's common expenses; provided, however, that except as otherwise expressly stated in the Association's annual budget, the Board shall not without the prior written consent of a majority of the voting power represented at a meeting of Unit Owners duly called for that purpose: (a) borrow funds in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for any one item, or more than Fifty Thousand and 00/100 Dollars (\$50,000.00) in the aggregate in any one calendar year; or (b) commence any litigation (except filing certificates of liens or actions to foreclose thereon in the case of a Unit Owner who is delinquent in his Assessments or has otherwise defaulted in his obligations to the Association), the cost of which is reasonably estimated to exceed Five Thousand and 00/100 Dollars (\$5,000.00), including attorneys' fees and court costs.

Section 4.4 Payment of Obligations of Unit Owners.

4.4.1 Taxes. During the first years of the Condominium's existence and until the Units are separately listed for real estate taxes and assessments, the Board may pay real estate taxes and assessments for the Condominium Property when due, calculate each Unit's prorated share thereof based upon percentage of interest, assess the prorated share against each Unit, and bill the Unit Owner(s) and require payment at any time prior to the last day for payment of real estate tax bills as designated by the County Auditor.

4.4.2 Discharge of Mechanic's Liens. If the Board determines that a mechanic's lien or other encumbrance levied or filed against all or part of the Condominium Property may be or become a lien against the Condominium Property or against the Common Areas and Facilities, rather than a lien solely against the interests therein of particular Unit Owner(s), the Board may pay any amount necessary to discharge this mechanic's lien or other encumbrance. This authority shall not limit any statutory provisions relating to the same subject matter.

4.4.3 Maintenance or Repair of Units. If the Board determines that maintenance or repair of any Unit or of any Limited Common Areas and Facilities, which is the responsibility of any individual Unit Owner(s), is necessary to protect or maintain the structural integrity or aesthetic and/or market value of the Common Areas and Facilities or any other portion of a building on the Condominium Property, or to maintain an aesthetically pleasing uniformity in the exterior of any buildings or other structures on the Condominium Property, then the Board shall give the responsible Unit Owner(s) written notice of the Board's determination that this maintenance or repair is necessary, and is to be commenced within ten (10) days of the giving of this notice. If the responsible Unit Owner(s) have not begun this maintenance or repair within ten (10) days, the Board, its employees, agents or contractors, shall have the right and easement to enter said Unit(s) at all reasonable times thereafter in order to make the necessary maintenance or repair, without the Board or its employees, agents or contractors being deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of this Section 4.4.3, and the cost of incurred by the Board in

making the necessary maintenance or repair may be assessed to the respective Unit Owner(s) as an Individual Unit Assessment in accordance with Section 7.4 below.

4.4.4 Damage to a Building or other Improvements by a Unit Owner. If a Unit Owner is responsible for any damage or destruction to a building or other improvement now or at any time hereinafter constituting a part of the Condominium Property which is covered under the Association's insurance policy, the Owner or Owners causing such damage shall be responsible for paying the lesser of: (a) the insurance deductible due under the Association's insurance policy; or (b) the cost to repair and/or replace any damage to a building or other improvements, which amount shall be due within ten (10) days after the delivery of written notice of such deductible due or replacement/repair costs by the responsible Unit Owner(s) or twenty (20) days after mailing of such notice by certified mail, whichever occurs first.

4.4.5 Default Under Mortgage or Trust Deed. If a Unit Owner defaults in the payment of any moneys required to be paid under any mortgage or trust deed against his or her Unit the Board may cure this default by paying the amount owed to the party entitled to payment.

4.4.6 Discharge of Miscellaneous Obligations. The Board may pay for other obligations properly chargeable against a particular Unit(s), including, but not limited to, payment for special services.

4.4.7 Individual Unit Assessments. The Board shall assess the responsible Unit Owner(s) of any Unit for any costs expended by the Board under this Section 4.4 as an Individual Unit Assessment in accordance with Section 7.4 below. The responsible Unit Owner(s) shall be jointly and severally liable to the Association for any such costs.

Section 4.5 Right to Enter Units. The Board or its agents may enter a Unit, whether or not a Unit Owner is present, (i) after giving notice as required by Section 4.4.3 in connection with maintenance or repair which is the responsibility of the Unit Owner(s), or (ii) without notice, in the event of an emergency.

Section 4.6 Rules and Regulations. The Board may adopt and amend Rules and Regulations for the maintenance, use, conservation, and beautification of the Condominium Property and for the health, comfort, safety, and general welfare of Unit Owners and their families, tenants, and invitees. The Board, or any committee created by the Board, may impose fines on a Unit Owner who violates, or whose family members, tenants or invitees violate the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Unit Owner who violates such Rules and Regulations. Any fines assessed by the Board shall be due and payable on the date the next installment of the Assessment is due. The levying of a fine against a defaulting or delinquent Unit Owner shall not operate as a waiver of any other rights that the Board may have against such Unit Owner pursuant to the Declaration, these Code of Regulations or Chapter 5311 of the Ohio Revised Code.

Furthermore, the Board may adopt and amend Rules and Regulations for the administration of the Association and maintenance of the Condominium Property in order to comply with the underwriting requirements of any institutional lender, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veterans' Administration, F.H.A., or any other agency which insures loans on condominium units.

Section 4.7 Books and Records. The Board shall keep complete and accurate books and records of account for the Association. The Board shall make the Association's books available for inspection, at any reasonable time for any reasonable and proper purpose when requested by a Unit Owner, Manager, or the agent or attorney of either, or a first mortgagee of a Unit.

The Board shall mail a statement of the amount of any delinquent Assessment or other outstanding charge to a Unit Owner within ten (10) days of receipt by the Board of a written request from the Unit Owner for such a statement. The Board reserves the right to assess a reasonable fee to any Unit Owner for such a statement.

Section 4.8 Annual Review. The Board shall arrange annually for a certified public accountant to review or perform a certified audit of the Association's books. The review, if reasonably possible, shall be completed prior to each Annual Meeting of the Unit Owners. Upon written request, the Board shall provide a first mortgagee with a copy of any annual review report.

Section 4.9 Delegation. The Board may delegate duties and powers to persons or firms of its choice, including a Manager or managing agent. The Board shall supervise any such person or firm in the performance of delegated duties and powers.

Section 4.10 Changes in Exterior Appearance and Maintenance Standards. Before the date when Declarant's control of the Board ends, the Board shall not take any action which would directly or indirectly alter the exterior appearance of any part of the Condominium Property or reduce or discontinue any maintenance standard or practice in effect on the date Declarant's control of the Board ends, without Declarant's prior written consent.

SECTION 5 **OFFICERS AND THEIR DUTIES**

Section 5.1 Offices; Qualification. The Association shall have a President, Secretary, and Treasurer (collectively, hereinafter "Officer"). The Board may create and elect or appoint other offices from time to time. The President, Secretary, and Treasurer shall be Managers; any other Officer need not be a Manager but shall be a Unit Owner. The same person may hold two or more offices, excepting the offices of President and Secretary, but no Officer shall execute an instrument in more than one capacity if the signatures of two or more Officers is required by law, the Association's Articles of Incorporation, the Declaration, or the Code of Regulations.

Section 5.2 Election. Prior to the Development Period Special Meeting, the Officers of the Association will be elected by the Board of Managers at the Annual Organizational Board Meetings. Thereafter, the Officers of the Association will be elected by the Board of Managers promptly after the Development Period Special Meeting and at each Annual Organizational Meeting and the persons so elected shall take office immediately upon election.

Section 5.3 Term. An Officer shall serve for a one-year term and until a successor is elected, or until the Officer's earlier resignation, removal from office, or death. An Officer may be reelected for additional terms.

Section 5.4 Special Appointments. The Board may elect or 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 5.5 Resignation and Removal. The Board may remove any Officer at any time, with or without cause, by a majority vote of the Managers. Any Officer may resign at any time by an oral statement made at a meeting of the Board or by written notice to the Secretary. Such resignation shall take effect immediately or at the time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

Section 5.6 Vacancies. A vacancy in any office may be filled by appointment of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

Section 5.7 Powers and Duties. The powers and duties of Manager shall be as the Board may determine from time to time. Unless the Board determines otherwise, the following Manager shall have the powers and duties set forth below.

5.7.1 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of Unit Owners and at all meetings of the Board. The President may sign all legal instruments authorized by and on behalf of the Association. The President shall see that orders and resolutions of the board are carried out.

5.7.2 Secretary. The Secretary shall record the votes and keep the minutes of all meetings of Unit Owners and of the Board, shall give notice of meetings of Unit Owners and of the Board, shall keep current records showing the names and addresses of Unit Owners and their respective percentages of interest in the Common Areas and Facilities, and shall give each Unit Owner a copy of any Rules and Regulations or amendments thereto, and shall act in the place of the President in the event of his/her absence, inability or refusal to act.

5.7.3 Treasurer. The Treasurer shall receive and be responsible for all money, bills, notes, and similar property of the Association; shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and Facilities and other common receipts and expenses, together with records showing the allocation, distribu-

tion, and collection of the common profits, losses, and expenses among and from the Unit Owners; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Unit Owners at the Annual Meeting, with a copy to be mailed or delivered in person to each Unit Owner.

Section 5.8 Reliance on Professional Advice. As long as the Managers and the Officers are acting in good faith, the Managers and Officers may rely upon the advice of professionals hired or retained to advise the Association. It is understood that the Managers and Officers will, likely as not, be unpaid volunteers and will have full-time employment elsewhere.

SECTION 6 COMMITTEES

Committees shall perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Managers present at a meeting at which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

SECTION 7 ASSESSMENTS

Section 7.1 Types; Duty to Pay. "Common Assessments" shall be assessments charged proportionately against all Units (both residential and garage) for common purposes. A unit's "proportionate share" of a Common Assessment shall be that Unit's percentage of ownership of the Common Areas and Facilities as set forth in the Declaration. At each closing, every purchaser will pay a "Working Capital Assessment" as his/her initial contribution to the working capital of the Association. "Individual Unit Assessments" which are not for common purposes shall be assessments which are properly chargeable to less than all of the Units. A "Special Assessment" may be levied to satisfy an operating deficit or for capital improvements.

The Unit Owner(s) of a Unit shall timely pay any Assessment chargeable to that Unit in accordance with the policy as set by the Board of Managers.

Section 7.2 Common Assessments.

7.2.1 Annual Estimated Budget. By December 1st of each succeeding year, the Board shall estimate the cost for the next year of all of the common expenses, including, without limitation, the following:

(a) Utility and other services for the Common Areas and Facilities, including, but not limited to, sewer assessments, waste removal, electricity, telephone, heat, power and water;

(b) That portion of the expenses of operating, maintaining, and repairing all portions of the Condominium Property which are the Association's responsibility;

(c) Casualty insurance, as provided in the Declaration, with extended coverage on all of the Condominium Property (the Board shall review the amount of casualty insurance annually);

(d) Liability insurance, as provided in the Declaration, insuring the Association, the Managers, and the Unit Owners against any liability to the public, to Unit Owners, or to Unit Owners' families, tenants, or invitees, incident to the ownership and/or use of the Common Areas and Facilities (the Board shall review the amount of liability insurance annually);

(e) Insurance premiums, if any, to be paid by the Association;

(f) Wages and/or fees of anyone employed by the Board, including, but not limited to, a Manager for the Condominium Property, maintenance and operations personnel, lawyers, accountants, and other professionals;

(g) Postage, materials, supplies, and other expenses of administering the Association;

(h) Any other common expenses designated as such in Chapter 5311 of the Ohio Revised Code or in accordance with the Declaration or the Code of Regulations, or which the Board may determine are necessary and/or desirable to maintain the Condominium Property in first-class condition; and

(i) An amount, to be determined by the Board, to be deposited in a reserve for contingencies and replacements, deferred maintenance, and unexpected and extraordinary expenses ("Reserve Fund").

7.2.2 Proportionate Share; Notice. The Board shall calculate each Unit's proportionate share of the estimated annual budget, thereby establishing the annual Common Assessment for each Unit.

By December 15th of each year the Board shall give the Unit Owner(s) notice of the annual estimated budget and of that Unit's annual Common Assessment, which is to be itemized to show the amount allocated to the Reserve Fund as well as the amount allocated for all other purposes.

7.2.3 Monthly Payments. A Unit's annual Common Assessment shall be payable in equal monthly installments due in advance on the first day of each month. The Board may increase or decrease any monthly Common Assessment amounts for all Unit Owners by not more than fifty percent (50%) to adjust for seasonal changes in the Association's cash flow requirements provided that increases in any month shall be balanced by decreases in other months and vice versa so that the total amount to be paid for the remainder of the year is unchanged.

Section 7.3 Working Capital Assessment. At the closing on the purchase of a residential Unit, the purchaser is required to pay a sum equal to one and one-half (1.5) full months of the initial monthly Common Assessment due on his or her Unit as his or her initial contribution to the working capital of the Association. This amount will be used by the Association for its operating expenses. It is not an advance payment of assessments and will not be held in any sort of trust or reserve account.

Section 7.4 Individual Unit Assessments. The Board of Managers may levy an assessment against an individual Unit, or Units, for any of the following reasons, which shall become due and payable on such date as the Board determines and gives written notice to the Unit Owner subject thereto:

7.4.1 Destruction. Any costs incurred for maintenance or repair caused through the willful or negligent act of a Unit Owner or occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred; and

7.4.2 Violation. Any costs associated with the enforcement of these Code of Regulations, the Declaration or the Rules and Regulations, if any, of the Association, including, but not limited to attorneys fees, witness fees and costs, and court costs.

Section 7.5 Special Assessments. In addition to levying other Assessments authorized herein, and to the extent that the Reserve Fund is insufficient, the Board may levy "Special Assessments" for the following reasons:

7.5.1 Operating Deficit. The amount of any operating deficit incurred in any calendar year may be paid by means of a Special Assessment sufficient in an amount so as to allow the Association to satisfy such deficit in part or in whole provided that any such Special Assessment shall have been authorized by the Board of Managers. So long as the total amount allocable to each Unit does not exceed one hundred twenty percent (120%) of one twelfth (1/12) of the annual Common Assessment for that fiscal year the Board may impose this Special Assessment. If the amount allocable to any Unit should exceed this limitation, the Special Assessment shall then be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

7.5.2 Capital Improvements. To the extent that the reserve fund is insufficient, the Board may levy Special Assessments to construct, structurally alter, or replace capital improvements which are a part of the Common Areas and Facilities, provided that funds shall not be assessed for any capital expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) for any one item or in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate in any one calendar year ("Capital Expenditure Limit") without the prior written consent of Unit Owners having at least seventy-five percent (75%) of the voting power of all Unit Owners and the consent of a majority of all Eligible Mortgagees (as defined in Section 9.1 hereof) or unless expressly stated in the annual budget. The Board shall have the authority to adjust the Capital Expenditure Limit annually to account for inflation, which adjustment shall be effective as of each January (hereinafter referred to as the "Adjustment Date") commencing with January 1, 2002, the Capital Expenditure Limit shall be increased from the Capital Expenditure Limit on the date of the Declaration ("Effective Date") by a percentage equal to the percentage increase, if any, in the Consumer Price Index, All Urban Consumers (CPI-U), (1982-1984=100), All Items, as compiled and published by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI") Date. If after the date of these Code of Regulations, the CPI is converted to a different standard reference base or otherwise revised or ceases to be available, the determination of any new amount shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by any other nationally recognized publisher of similar statistical information selected by the Board. However, the Board of Managers is not limited by these provisions in any way in restoring or replacing damaged or obsolete portions of the Common Areas and Facilities. Until the expiration of the Development Period (as defined in the Declaration) or the date on which Declarant no longer owns a Unit, whichever is earlier, Declarant shall be one (1) of the consenting Unit Owners, or the capital expenditure shall not be made.

The Board shall calculate each Unit's proportionate share of the Special Assessment for capital improvements, and shall give the Unit Owner(s) written notice of the proportionate share and of the date(s) which the Special Assessment is due and payable.

7.6 Status of Amounts Collected. The amounts collected through Common Assessments shall be held and expended for the purposes designated in the Declaration and the Code of Regulations. Except for adjustments reflecting prepaid or delinquent Assessments, the amounts collected shall be deemed held for the Unit Owners in the proportion of their share of Common Areas and Facilities.

Any amount assessed against a Unit which is allocated to the Reserve Fund shall be a contribution to capital, and shall be designated for that purpose on the Association's books and on any Assessment notice. Amounts allocated to the Reserve Fund shall be kept in a separate account. The Board may collect, hold, disburse, or categorize the amounts allocated to the Reserve Fund in any manner necessary to ensure their noninclusion in the Association's taxable income under the Internal Revenue Code, Treasury Regulations and/or rulings of the Internal Revenue Service.

7.7 Common Surplus. If Common Assessments collected in any given year are in excess of the actual common expenses for that year, the Board may (a) return each Unit's proportionate share of the Common Surplus; (b) credit each Unit's proportionate share of the

Common Surplus to each Unit's monthly payment(s) for the annual Common Assessment for the following year; or (c) apply the Common Surplus to the Reserve Fund.

Section 7.8 Common Losses. If, at any time, the Association has insufficient funds to meet its obligations, the Board may (a) return charge unexpected or extraordinary expenses in a given year against the Reserve Fund; and/or (b) levy a Special Assessment to satisfy the deficit in part or in whole.

Section 7.9 Effective Date of Assessment. If notice of an Assessment is sent ten (10) days before the Assessment's due date, the Assessment shall be effective on its due date or on the due date of the first installment if the Assessment is payable in installments.

Section 7.10 Default; Remedies; Association's Lien. The Association shall have a lien upon the estate or interest in any Unit of the Owner thereof and upon his or her percentage of interest in the Common Areas and Facilities for the payment of the portion of the common expenses, attorney's fees and late charges as described in the Declaration chargeable against such Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association, is filed with the Recorder of Warren County, Ohio pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the Unit, the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the common expenses, attorneys' fees and late charges. Such lien shall remain valid for a period of five (5) years from the time of filing thereof and shall not be affected by the sale or transfer of the Unit, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgagees on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, each Unit Owner shall be personally liable for all Assessments levied by the Association against his or her Unit while he or she is a Unit Owner.

Any holder of a mortgage or other lien on a Unit may request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the encumbered Unit and, unless the request is complied with within thirty (30) days, the lien for unpaid common expenses which become due prior to the date of the request shall be subordinate to the lien of the encumbrance. Any encumbrancer may pay any unpaid common expense payable with respect to an encumbered Unit and upon that payment the encumbrancer shall have a lien on the encumbered Unit for the amount paid at the priority of the lien of the encumbrance.

In addition to and not in lieu of the other remedies for default provided in this Section 7.10 and elsewhere in the Declaration and Code of Regulations, the Board may restrict or terminate the right to the use of any Recreational Facilities by any Unit Owner in default under this Section 7.10, or by any family member, tenant, or invitee of the defaulting Unit Owner.

Section 7.11 Board Inaction. The Board's failure to prepare an annual estimated budget or to give timely notice of any Assessment shall not release the Unit Owner(s) from the obligation

to pay the Assessment whenever the amount of the Assessment has been determined and written notice has been given.

If the Board's inaction relates to the annual Common Assessment, the Unit Owners shall make monthly payments of the amount previously due until ten (10) days after receipt of written notice of the actual Assessment.

SECTION 8 **INDEMNIFICATION OF MANAGERS AND OFFICERS**

A Manager or an Officer shall not be liable to the Unit Owners for any mistake of judgment, or negligent act, except there shall be liability for a Manager's or Officer's individual willful misconduct or bad faith. The Association shall indemnify Managers and Manager, their heirs, executors and administrators, against all losses, costs and expenses, including attorney fees, reasonably incurred by any such person in connection with any action, suit or proceeding to which such person may be made a party by reason of being or having been or being a representative of a Manager or Officer, except as to matters as to which the Manager or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be a common expense. In the event of a settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Manager or Officer has not been guilty of willful misconduct or bad faith as a Manager or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Manager or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses. Nothing in this Section shall be deemed to obligate the Association to indemnify any Unit Owner, who is or has been a Manager or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Unit Owner as a Unit Owner rather than as a Manager or Officer.

SECTION 9 **GENERAL PROVISIONS**

Section 9.1 Copies of Notice to Mortgage Lenders and Their Insurers and Guarantors.
An "Eligible Mortgagee," is any holder, insurer or guarantor of a first mortgage on any Unit who has made written request to the Association listing its name and address and the Unit number and address for timely written notice of all notices permitted or required by the Declaration or these Code of Regulations to be given to the Unit Owners, even if such Unit Owner has waived the right to receive such notice. Eligible Mortgagees shall, pursuant to the terms and provisions of the Declaration, have the right to vote on certain amendments to the Declaration and the Code of Regulations.

Section 9.2 Service of Notices on the Board of Managers. Notice required to be given to the Board of Managers or to the Association may be delivered to any member of the Board of Managers or Officer of the Association either personally or by certified mail addressed to such member or Officer at his residence address.

Section 9.3 Service of Notices on Devisees and Personal Representatives. Notice required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his, her or its address appearing on the records of the Court wherein the estate of such deceased Owner is being administered.

Section 9.4 Nondiscrimination. No Unit Owner (including the Declarant) and no employee, agent, or representative of a Unit Owner shall discriminate on the basis of sex, race, color, creed, or national origin in the sale or lease of any Unit or in the use of Common Areas and Facilities.

Section 9.5 Non-Waiver of Covenants. No delay or failure on the part of the Board and/or on the part of any Officer in exercising any right, power, or privilege or in failing to enforce a covenant, condition, obligation, or provision contained in the Declaration, Articles of Incorporation, Code of Regulations, or Rules and Regulations shall be or be deemed to be a waiver thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be or be deemed to be a waiver of any subsequent violation or breach of such a covenant, condition, obligation, or provision, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, owners, and privileges may be exercised simultaneously or consecutively.

Section 9.6 Heirs, Successors and Assigns. These Code of Regulations shall be binding upon and shall inure to the benefit of the Association, the Declarant, the Unit Owners, and the Declarant's and Unit Owners' heirs, successors, and assigns.

Section 9.7 Board's Power to Bind. A lawful agreement or determination made by the Board or an Officer, in accordance with the procedures established in the Declaration and Code of Regulations, shall bind all Unit Owners, their successors, and their assigns.

Section 9.8 Interpretation of Code of Regulations. The Section headings are for convenience only and shall not affect the meaning or construction of the Code of Regulations. A reference to a specific Section without further identification of the document containing that Section is a reference to a Section in the Code of Regulations. Where the context requires, masculine, feminine, and/or neuter terminology shall include the neuter, feminine, and/or masculine.

Section 9.9 Severability. The invalidity of part or all of any provision of the Code of Regulations shall neither impair the validity of nor affect in any manner the Declaration or the rest of the Code of Regulations.

Section 9.10 No Active Business for Profit. These Code of Regulations shall not be construed to give the Association authority to conduct an active business for profit on behalf of one or more Unit Owners.

Section 9.11 Governing Law. The Code of Regulations shall be interpreted and enforced under the laws of the state of Ohio, including, without limitation, Ohio Revised Code Chapter 5311.

Section 9.12 Perpetuities; Restraints on Alienation. If an option, privilege, covenant, or right created by the Code of Regulations shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then that provision shall continue only until 21 years after the death of the last survivor of the now living descendants of George W. Bush.

Section 9.13 Amendment. These Code of Regulations may be amended from time to time in accordance with the provisions set forth in the Declaration for amendment thereto.

Section 9.14 Conflict. In the case of any conflict between the Articles of Incorporation and these Code of Regulations, the Articles of Incorporation shall control; and in the case of a conflict between the Declaration and these Code of Regulations; the Declaration shall control.

ADOPTED this 7th day of August, 2001.

MARIVAL AT WEATHERSTONE CONDOMINIUM
OWNERS' ASSOCIATION, INC.,
an Ohio not-for-profit corporation

By: H. Wayne Merchhofer
Name: H. WAYNE MERCHHOFER
Title: PRESIDENT

EXHIBIT E

**PERCENTAGE OWNERSHIP INTEREST
IN COMMON AREAS AND FACILITIES**

MARIVAL AT WEATHERSTONE CONDOMINIUM

To calculate the percentage of interest, divide the respective Unit's Par Value by the aggregate amount of Par Value for all Units.

<u>Unit Number</u>	<u>Model Type</u>	<u>Unit Address</u>	<u>Par Value of Unit</u>	<u>Percentage Interest in Common Areas/Facilities *</u>
1-1	Auburn	4314 Marival Mason, Ohio 45040	2400	5.924%
1-2	Cape May II	4312 Marival Mason, Ohio 45040	2400	5.924%
1-3	Bar Harbor	4310 Marival Mason, Ohio 45040	2300	5.678%
1-4	Bar Harbor	4308 Marival Mason, Ohio 45040	2300	5.678%
1-5	Cape May II	4306 Marival Mason, Ohio 45040	2400	5.924%
1-6	Auburn	4304 Marival Mason, Ohio 45040	2400	5.924%
2-1	Auburn	4240 Marival Mason, Ohio 45040	2400	5.924%
2-2	Bayport	4238 Marival Mason, Ohio 45040	2300	5.678%
2-3	Newbury	4236 Marival Mason, Ohio 45040	2300	5.678%
2-4	Newbury	4234 Marival Mason, Ohio 45040	2300	5.678%
2-5	Bayport	4232 Marival Mason, Ohio 45040	2300	5.678%
2-6	Auburn	4230 Marival Mason, Ohio 45040	2400	5.924%
7-201	Asheville- Basement	4235 Marival Mason, Ohio 45040	2400	5.924%
7-204	Asheville- Basement	4241 Marival Mason, Ohio 45040	2400	5.924%
7-301	Huntington	4237 Marival Mason, Ohio 45040	2400	5.924%

<u>Unit Number</u>	<u>Model Type</u>	<u>Unit Address</u>	<u>Par Value of Unit</u>	<u>Percentage Interest in Common Areas/ Facilities *</u>
7-304	Huntington	4239 Marival Mason, Ohio 45040	2400	5.924%
1-G1	Garage 2	4314 Marival Mason, Ohio 45040	200	0.494%
1-G2	Garage 1	4312 Marival Mason, Ohio 45040	130	0.321%
1-G3	Garage 1	4310 Marival Mason, Ohio 45040	130	0.321%
1-G4	Garage 1	4308 Marival Mason, Ohio 45040	130	0.321%
1-G5	Garage 1	4306 Marival Mason, Ohio 45040	130	0.321%
1-G6	Garage 2	4304 Marival Mason, Ohio 45040	200	0.494%
2-G1	Garage 2	4240 Marival Mason, Ohio 45040	200	0.494%
2-G2	Garage 1	4238 Marival Mason, Ohio 45040	130	0.321%
2-G3	Garage 2	4236 Marival Mason, Ohio 45040	200	0.494%
2-G4	Garage 1	4234 Marival Mason, Ohio 45040	130	0.321%
2-G5	Garage 1	4232 Marival Mason, Ohio 45040	130	0.321%
2-G6	Garage 2	4230 Marival Mason, Ohio 45040	200	0.494%
7-G1	Garage 2	4235 Marival Mason, Ohio 45040	200	0.494%
7-G2	Garage 2	4237 Marival Mason, Ohio 45040	200	0.494%
7-G3	Garage 2	4239 Marival Mason, Ohio 45040	200	0.494%
7-G4	Garage 2	4241 Marival Mason, Ohio 45040	200	0.494%
			40,510	100%

*As additional Units are added to the Condominium, the various Unit's percentage of interest in Common Areas above will decrease accordingly.