
FOX HILL CONDOMINIUM ASSOCIATION, INC.

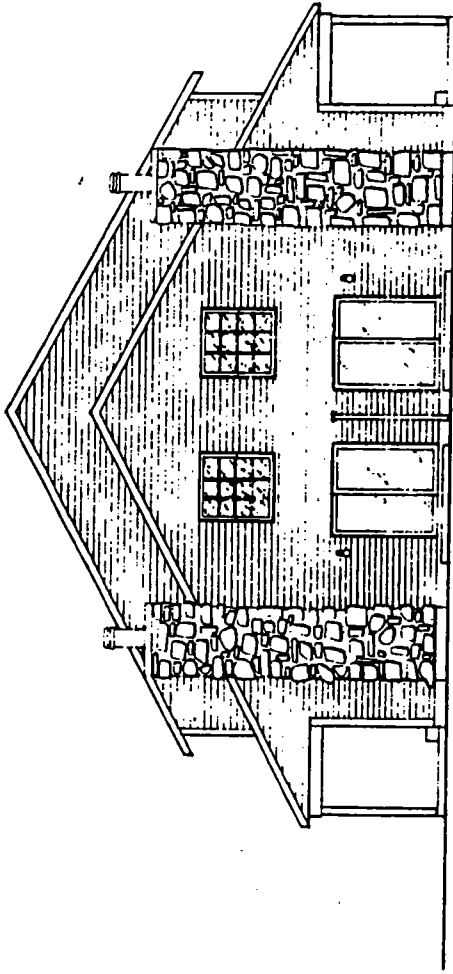
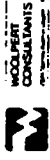
EXHIBIT "C"

CONDOMINIUM ASSOCIATION BY-LAWS

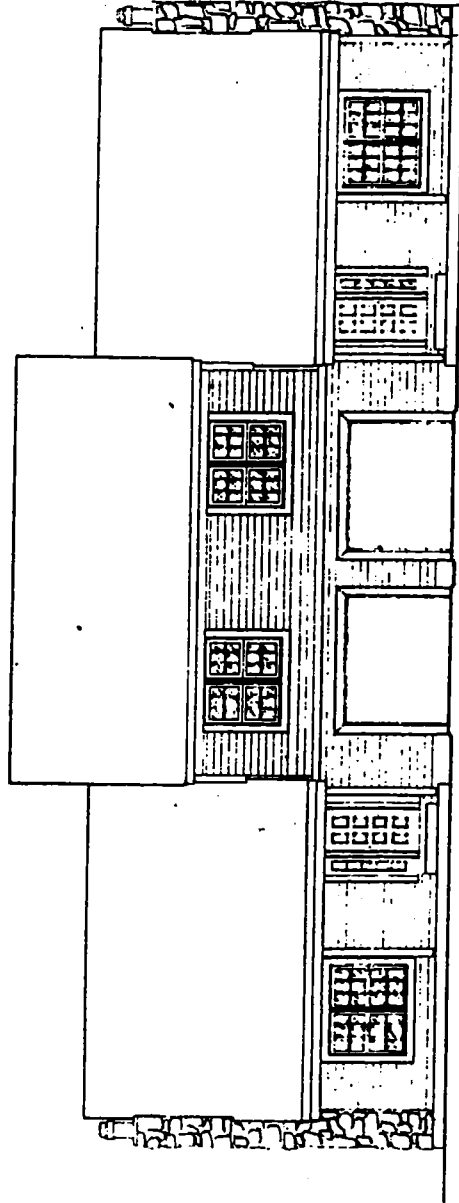
RECORD PLAN
FOX HILL CONDOMINIUMS SECTION ONE
BEING ALL OF LOT #1 OF THURBANE SECTION
ONE-A, RECORDED IN PLAT BOOK 123, PAGE 23
IN THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

SECTION 8, LOCATED IN TOWNSHIP 6, R. 1, S. 1, E. 1, M.S.S.
MOUNTAIN VIEW TOWNSHIP
MONTGOMERY COUNTY, OHIO
CONTAINING 0.4023 ACRES
SCALE AS NOTED

PREPARED BY:
WOOLPERT CONSULTANTS



SIDE ELEVATION
SCALE 1/8" = 1'-0"



FRONT ELEVATION
SCALE 1/8" = 1'-0"

COVENANTS, CONDITIONS, AND RESTRICTIONS

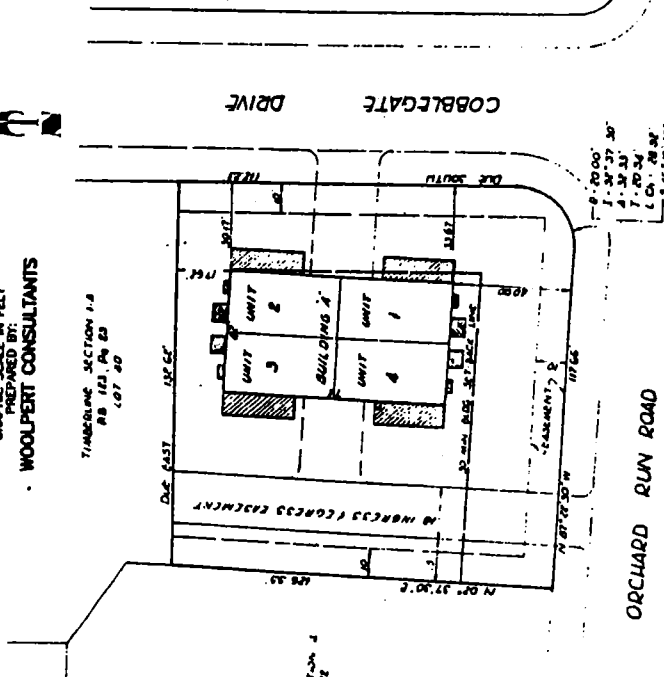
The within subdivision is subject to the Declaration of Covenants, Conditions, Restrictions, Assessments, and the Articles of Incorporation and Bylaws of FOX HILL HOMEOWNERS ASSOCIATION, INC. all of which are recorded in the Deed Records of Montgomery County, Ohio, commencing with Microfiche #1

FOX HILL CONDOMINIUMS SECTION ONE

BEING ALL OF LOT 81 OF TIMBERING SECTION ONE-A, RECORDED IN PLAT BOOK 123, PAGE 23 IN THE PLAT RECORDS OF MONTGOMERY COUNTY, OHIO

SECTION 8, TOWNSHIP 6, M.R.S. JAMES T. WOOLPERT CONSULTANTS MONTGOMERY COUNTY, OHIO CONTAINING 0.4025 ACRES JANUARY 1985. SCALE 1"=20'

GRAPHIC SCALE IN FEET PREPARED BY: WOOLPERT CONSULTANTS



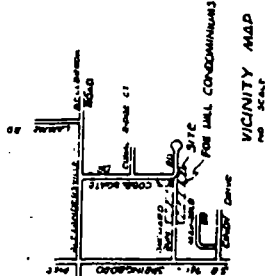
CERTIFICATION:
The within condominium plan is lot 81 of Timbering Section One-A, as recorded in Plat Book 123, Page 23 in the Plat Records of Montgomery County, Ohio, containing 0.4025 acres conveyed to Charles V. Simms by Microfiche No. 78-68403 in 1982. I, the undersigned, a Notary Public, do hereby certify, as of the within date, that this subdivision correctly shows the location of all buildings and structures situated on the premises. All measurements are certified correct and seen pins set as shown. Cured distances are measured on the arc.

WOOLPERT CONSULTANTS
By: Richard E. Thompson, Notary Public
One Imperial Square No. 6164, Dayton, Ohio 45424
Notary Public in and for State of Ohio
No. 12466
Exp. 12/31/88

Approved for description of the premises:
RED F. FISHER, Notary Public
DAVE
MONTGOMERY COUNTY, OHIO
RECORDED BY:



MONROE'S LIMITED COMMUNITY, INC.



We the undersigned, being all the owners and lessors of the within condominium plan subdivided do hereby acknowledge the making and signing of the within instrument and the validity of the same. We agree to the operation, maintenance, repair, replacement, or removal of water, sewer, gas, electric, telephone, or other utility lines or services, and for the express privilege of removing any or all trees or other obstructions to the free use of said utilities, and for providing ingress to and egress from the premises for said purposes and are to maintain as such forever.

Signed and acknowledged in the presence of:
OWNER
CHARLES V. SIMMS
DEVELOPMENT CORPORATION
Charles V. Simms
Charles V. Simms - President

State of Ohio, County of Montgomery, B.T. Be it remembered that on this 1st day of March, 1985, before me, the undersigned a Notary Public in and for said county and state, personally came CHARLES V. SIMMS, Development Corporation, its President, who acknowledged that he did sign said instrument on behalf of said corporation and that the same is the free and voluntary act of said corporation and of him personally as an officer of said corporation.

In testimony whereof, I have hereunto set my hand and official seal on this 1st day of March, 1985.
Richard E. Thompson
Notary Public in and for State of Ohio
By Commission Expires

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.
Charles V. Simms
Charles V. Simms
By Commission Expires

MORTGAGE
BANK ONE DAYTON, N.A.
George Shannon
George Shannon - Not. Vice Pres.

State of Ohio, County of Montgomery, B.T. Be it remembered that on this 1st day of March, 1985, before me, the undersigned, a Notary Public in and for said county and state, personally came BANK ONE, DAYTON, N.A. by George Shannon, its Assistant Vice President, who acknowledged that he did sign said instrument on behalf of said corporation and that the same is the free and voluntary act of said corporation and of him personally as an officer of said corporation.

In testimony whereof, I have hereunto set my hand and official seal on the day and date above written.
Richard E. Thompson
Notary Public in and for State of Ohio
By Commission Expires

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EXHIBIT "C"

CONDOMINIUM ASSOCIATION BY-LAWS

The within By-Laws are executed and attached to the Declaration of Condominium pursuant to Chapter 5311 of the Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners' Association for the administration of the Condominium Property in the manner provided by the Declaration and by these By-Laws. All present or future Owners or tenants or their employees, and any other person who might use the facilities of the Condominium Property in any manner, shall be subject to any restrictions, conditions, or regulations hereafter adopted by the Board of Managers of the Association. The mere acquisition or rental of any of the Units, located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the Units, will constitute acceptance and ratification of the Declaration and of these By-Laws.

ARTICLE I

THE ASSOCIATION

- 1.01 Name of Association. The Association shall be an Ohio corporation not-for-profit and shall be called FOX HILL CONDOMINIUM ASSOCIATION, INC.
- 1.02 Membership. Each Unit Owner upon acquisition of title to a Unit shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Owner of such Unit shall automatically become a member of the Association. Membership in the Association is limited to Unit Owners within the Condominium.
- 1.03 Voting Rights. There shall be one (1) vote for each of the Units comprising the Condominium Property. The Owner or Owners of each Unit shall be entitled to one (1) vote for their Unit. In the event a Unit has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Unit Owners, the voting rights of such Unit shall not be exercised so long as it continues to be so held. If two (2) or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Unit, each may exercise the proportion of the voting power of all the Owners of his Unit that is equivalent to his proportionate interest in the Unit.
- 1.04 Majority of Owners. As used in these By-Laws, the term "majority of Owners" shall mean those Unit Owners holding fifty-one percent (51%) of the votes in the Association.
- 1.05 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Owners as defined in Section 1.04 shall constitute a quorum.

1.06 Proxies. Votes may be cast in person or by proxy. The person appointed as proxy need not be a Unit Owner. Proxies must be in writing and filed with the Secretary of the Association before the appointed time of each meeting or action taken. Unless otherwise provided, all proxies shall be revocable at any time by delivering written notice of such revocation to the Secretary of the Association. If, by the terms of a first mortgage, a Unit Owner has designated such mortgagee as his proxy, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such proxy designation shall constitute notice of such proxy designation, and if the mortgage so states, notice of the irrevocability of such designation.

1.07 Place of Meetings. Meetings of the Association shall be held at such place upon the Condominium Property, or at such other place, as may be designated by the Board of Managers and specified in the notice of the meeting at 8:00 P.M., or at such other time as may be designated by the Board of Managers and specified in the notice of the meeting.

1.08 First Meeting. The first meeting of members of the Association shall be held within the time limits prescribed by the Declaration and shall be considered the first annual meeting.

1.09 Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

1.10 Notice of Meeting. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner of record, at least fourteen (14) days, but not more than twenty-eight (28) days, prior to such meeting. The Owners of record will be determined as of the day preceding the day on which notice is given.

1.11 Waiver of Notice. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or at the commencement of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any members of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting.

1.12 Action by Unanimous Written Consent of the Unit Owners. Any action which may be authorized or taken at a meeting of the Unit Owners, may be authorized or taken without a meeting in a writing or writings signed by all of the Unit Owners. The writing or writings evidencing such action taken by the unanimous written consent of the Unit Owners shall be filed with the records of the Association. Written notice of any action proposed to be taken by the unanimous written consent of the Unit Owners shall be sent to all persons entitled to notice under Section 6.03 of these By-Laws at least five (5) days prior to the circulation of the action for unanimous written consent among the Unit Owners and shall specify the action proposed to be so taken.

1.13 Order of Business. The order of business at all meetings of the Owners of Units shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of committees
- (f) Election of Inspectors of Election
- (g) Election of Managers
- (h) Unfinished business
- (i) New business
- (j) Adjournment

ARTICLE II

BOARD OF MANAGERS

2.01 Number and Qualification. The affairs of the Association shall be governed by a Board of Managers composed of five (5) persons, all of whom must be Owners of Units in the project or occupants of a Unit who are related to an Owner by a marital or fiduciary relationship. If, at any one time, one bank or lending institution shall hold mortgages upon more than fifty percent (50%) of the Units, such lending institution may designate its representative who shall be a sixth member of the Board of Managers. Such representative need not be an Owner or occupier of a Unit.

2.02 Election of Managers. The required Managers shall be elected at each annual meeting of members of the Association. Only persons nominated as candidates shall be eligible for election as Managers, and the candidates receiving the greatest number of votes shall be elected. Each member may vote for as many candidates as

there are vacancies in the Board of Managers, due to the expiration of their terms. Provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 2.01, if any, shall be filled by such lending institution.

2.03 Vacancies During the Term. In the event of the occurrence of any vacancy or vacancies in the Board of Managers during the term of such Manager or Managers, the remaining Managers, though less than a majority of the whole authorized number of Managers, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however, that a vacancy in the position of a representative of a lending institution as provided in Section 2.01, if any, shall be filled by such lending institution.

2.04 Term of Office; Resignation. Each Manager shall hold office until his term expires, or until his earlier resignation, removal from office or death. Any Manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers, or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Manager may specify. At the first annual meeting of the members of the Association, the term of office of three (3) Managers shall be fixed so that such term will expire one (1) year from and after the date of the next following annual meeting of members of the Association. The term of office of the remaining two (2) Managers shall be fixed so that such term will expire at the date of the next following annual meeting of members of the Association. At the expiration of such initial term of office of each respective Manager, his successor shall be elected to serve for a term of two (2) years.

2.05 Removal of Managers. At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by the vote of members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, except the Manager, if any, acting as a representative of a lending institution, may not be removed by such vote. Any Manager whose removal has been proposed by the members of the Association, shall be given an opportunity to be heard at such meeting. In the event that a Manager is removed by such vote, his successor shall then and there be elected to fill the vacancy thus created. This Section shall be subject to the provisions contained in Section 6.01.

2.06 Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Managers, and those Managers whose terms hold over, shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given. *

2.07 Regular Meetings. Regular meetings of the Board of Managers may be held at such times and places as shall be determined by a majority of the Managers, but at least four (4) such meetings shall be held during each year.

2.08 Special Meetings. Special meetings of the Board of Managers may be held at any time upon call by the President or any three (3) Managers. Written notice of the time and place of each such meeting shall be given to each Manager either by personal delivery, or by mail, or telegram or telephone at least two (2) days before the meeting, which notice shall specify the purpose of the meeting; provided, however, that attendance of any Manager at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or at the commencement of such meeting. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

2.09 Board of Managers' Quorum. At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business, and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At the continuation of any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

2.10 Action by Unanimous Written Consent of the Board of Managers. Any action which may be authorized to be taken at a meeting of the Board of Managers, may be taken or authorized without a meeting in a writing or writings signed by all of the members of the Board of Managers. The writing or writings evidencing such action taken by the unanimous written consent of the Board of Managers shall be filed with the records of the Association.

2.11 Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE III

OFFICERS

3.01 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Managers. The offices of Treasurer and Secretary may be filled by the same person.

3.02 Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board of Managers and until their successors are elected, except in case of resignation, removal from office or death. The Board of Managers may remove any officer at any time, with or without cause, by a majority vote of the Managers then in office. Any vacancy in any office may be filled by the Board of Managers.

3.03 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. Subject to directions of the Board of Managers, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these By-Laws.

3.04 Vice-President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Managers.

3.05 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Managers may direct; he shall be in charge of sending any notices and he shall, in general, perform all the duties incident to the office of Secretary.

3.06 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Managers.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

4.01 Payments from Maintenance Funds. The Association shall establish, and shall pay for out of the maintenance funds, the following:

- (a) Utility Services for Common Areas, and to Units When Measured by Common Meter. The cost of water, sewer services, waste removal, electricity, telephone, heat, power or any other necessary utility service to or for the Common Areas, plus the costs or charges for any utility service to individual Units which are being serviced by a common meter, i.e., water and sewer services which are being supplied to all of the Units of a building and measured through one (1) meter. The Association reserves the right to levy additional assessments against any Owner to reimburse it for excessive use, as shall be determined by the Board of Managers by such Owner of any utility service having been charged against or to the maintenance fund.

- (b) Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Areas.
- (c) Care of Certain Limited Common Areas and Facilities. The cost of maintenance, repair and replacement of those Common Areas which are designated by the Declaration as Limited Common Areas and Facilities for the exclusive use of a particular Unit or Units; excepting, however, those responsibilities for care of the Limited Common Areas and Facilities by Unit Owners as set forth in the Declaration.
- (d) Certain Maintenance of Units. The cost of the maintenance and repair of any Unit or Limited Common Areas and Facilities, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Areas or any other portion of a building, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Owner or Owners, provided the Association shall levy special assessment against such Unit Owner for the cost of said maintenance or repair.
- (e) Casualty Insurance. The premium upon a policy or policies of fire insurance, with extended coverage, vandalism and malicious endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.
- (f) Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board of Managers, and the Owners against any liability to the public or to the Owners of Units, their invitees or tenants, incident to the ownership and/or use of the Common Areas, as provided in the Declaration, the limits of which policy shall be reviewed annually.
- (g) Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including, but not limited to, the services of a person or firm to act as a Manager or managing agent for the Condominium Property and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association.

- (h) Workmen's Compensation. The costs of Workmen's Compensation insurance to the extent necessary to comply with any applicable law.
- (i) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may, in the opinion of the Association, constitute a lien against the entire Condominium Property rather than merely against the interests therein of particular Owners, it being understood, however, that the foregoing authority shall not be in limitation to any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specifically assessed to said Owners.
- (j) Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, common expenses or assessments which the Association is required to secure to pay for, pursuant to the terms of the Declaration and these By-Laws, or which, in its opinion, shall be necessary or proper for the maintenance and operation of the Condominium Property as a first class condominium project, or for the enforcement of the Declaration and these By-Laws.

4.02 Capital Additions and Improvements. The Association powers described in Section 4.01 are limited in that the Association shall have no authority to pay for, out of the maintenance fund, any capital additions and improvements having a total cost in excess of Two Thousand Dollars (\$2,000.00), unless it is for the purpose of replacing or restoring portions of the Common Areas. The Association shall not authorize any structural alterations, capital additions to, or capital improvements of the Common Areas requiring any expenditure in excess of Two Thousand Dollars (\$2,000.00), without, in each case, the prior approval of a majority of the members of the Association.

4.03 Rules and Regulations. The Board of Managers may, by majority vote, adopt such reasonable rules and regulations and may amend the same which the Board of Managers may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all Owners and occupants, and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event that adopted rules and regulations conflict with any provisions of the Declaration and of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

4.04 No Active Business to be Conducted for Profit. Nothing herein shall be construed to give the Association authority to conduct active business for profit on behalf of the Owners or any of them.

4.05 Delegation of Duties. The Association, through its Board of Managers and officers, has the authority to delegate to persons, firms or corporations of its choice such duties and responsibilities of the Association as the Board of Managers shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

4.06 Right of Entry. An Owner shall grant the right of entry to the Association or its agent, in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

4.07 Special Services. The Association may arrange for the providing of any special services and facilities for the benefit of any Unit Owners that may desire to pay for the same. Fees for such special services and facilities shall be determined by the Board of Managers, and will be charged directly to the participating Unit Owners.

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

5.01 Obligation of Owners to Pay Assessments. Each Unit Owner shall have the duty to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Areas, and of other expenses provided for herein. Unless otherwise provided for, such proportionate share shall be in the same ratio as his percentage of ownership in the Common Areas as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as hereinafter provided.

5.02 Preparation of Estimated Budget. The Association shall, before or on December 1st of every year, prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements. On or before December 15th, each Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereof. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Association or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners, an itemized accounting of the maintenance expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short

of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Areas to the next monthly installment due from Owners during the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Areas to the installments due in the succeeding six (6) months after rendering of the accounting.

5.03 Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the same shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the reasons therefor, the amounts, and the date or dates when such further assessments are due. At the option of the Board of Managers, such further assessment may be payable in a lump sum or in installments.

5.04 Limited Common Areas and Facilities Assessments. The expense of maintenance, repair and replacement of the Limited Common Areas and Facilities designated for the use of more than one (1) Unit shall not be Common Expenses, but shared and paid for by those Units for which such Limited Common Areas and Facilities are designated for their use. Each Unit's share shall be equal to the expense of such maintenance, repair and replacement multiplied by a fraction, the numerator of which is the percentage of interest of such Unit and the denominator of which is the total of the percentages of interest of all the Units to which such Limited Common Areas and Facilities are designated. The Board of Managers shall separately state such Limited Common Areas and Facilities Assessments in the annual budget along with the expenses associated therewith. The Board of Managers, in order to collect such assessments, may avail themselves of the lien rights and other rights provided in the Declaration for the collection of assessments for Common Expenses.

5.05 Periodic Assessments. Notwithstanding any provision in this Article, the Board of Managers may, at its option, elect that certain expenses such as insurance, water and sewer be paid by periodic assessments based on the billing date of such expenses. If the Board of Managers so elects, such expenses shall be separately stated in the budget specifying the amount and due date thereof.

5.06 Uniform Per Unit Expense. In the event that the Association is billed or charged for certain services hereinbefore described on a non-discriminatory uniform per Unit basis by a third party, i.e., trash, management, water and sewer, the Board of Managers may elect to assess such expenses on a strictly per Unit basis. In such event such expenses shall not be considered Common Expenses to be allocated among the Units on the basis of their percentages of ownership. Such expenses shall be assessed on a uniform per Unit basis. The Board of Managers shall elect to exercise

such option by separately stating and classifying such expenses as per Unit expenses in the annual budget. The Board of Managers, in order to collect such per Unit expenses, may avail themselves of the lien rights and other rights provided in the Declaration for the collection of assessments for Common Expenses.

5.07 Budget for First Year. When the first Board of Managers hereunder take office, the Association shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 5.02.

5.08 Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner, shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period, until the first monthly maintenance payment which occurs more than ten (10) days after such annual or adjusted estimate shall have been mailed or delivered.

5.09 Books and Records of the Association. The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and other common receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses and expenses among and from the Unit Owners; minutes of the proceedings of the Unit Owners and Board of Managers; and records of the names and addresses of the Unit Owners and their respective percentages of interest in the Common Areas. Such books and records shall be open for inspection by any Owner, or any representative of an Owner, duly authorized in writing, at reasonable times and upon request by an Owner. In addition, the holder of any first mortgage of record may inspect such books and records, at reasonable times and upon reasonable notice, after presentation to the Secretary of the Association of a duly certified copy of its mortgage. Upon ten (10) days notice to the Board of Managers and upon payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

5.10 Assessments. Monthly assessments shall begin upon the filing of the Declaration with the Recorder of Montgomery County, Ohio. These assessments shall be paid by every Unit Owner of record, including those Units the title of which is vested in Declarant after the filing for record of the Declaration.

5.11 Audit. Upon the written request of any lending institution holding mortgages on over fifty-one percent (51%) of the Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units,

the books of the Association shall be audited, but not more than once every three (3) years by an independent Registered or Certified Public Accountant, the results of which shall be sent to every Unit Owner of record, and the holder of any duly recorded mortgage against any Unit ownership who requests a copy thereof in writing.

5.12 Remedies for Failure to Pay Assessments. If an Owner is in default in the monthly payment of the aforesaid charges, the members of the Board of Managers may avail themselves of the lien rights and other rights provided for in the Declaration.

ARTICLE VI GENERAL PROVISIONS

6.01 Requirement for Manager or Managing Agent. A Manager or managing agent may be required by any lending institution holding mortgages on over fifty-one percent (51%) of the Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Units. The Association shall provide such mortgagee or mortgagees, as the case may be, with a copy of any management agreement entered into by the Association and such Manager or management company.

6.02 Copies of Notices to Mortgage Lenders. Upon written request to the Board of Managers, the holder of any duly recorded mortgage against any Unit ownership, shall be given a copy of any and all notices and other documents permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Unit ownership is subject to such mortgage, and a copy of any lien filed by the Association.

6.03 Service of Notices on the Board of Managers. Notices 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 mail, addressed to such member or officer at his Unit.

6.04 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws 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.

6.05 Agreements Binding. All agreements and determinations lawfully made by the Association, in accordance with the procedure established in the Declaration and these By-Laws, shall be deemed to be binding on all Unit Owners, their successors, heirs and assigns.

6.06 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

IN WITNESS WHEREOF, Charles V. Simms Development Corporation, an Ohio corporation, by its duly authorized officers has caused the execution of this instrument this 19th day of March, 1985.

Signed and acknowledged in the presence of:

CHARLES V. SIMMS DEVELOPMENT CORPORATION

[Handwritten signature]
[Handwritten signature]

By: *Charles V. Simms*
Charles V. Simms, President

By: *Hans H. Soltau*
Hans H. Soltau, Vice President

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 19th day of March, 1985, by Charles V. Simms, President and Hans H. Soltau, Vice President of CHARLES V. SIMMS DEVELOPMENT CORPORATION, an Ohio corporation, on behalf of the corporation.



[Handwritten signature]
Notary Public
DEBRA A. KEY, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 31, 1987

THIS INSTRUMENT PREPARED BY:

Hans H. Soltau
Attorney at Law
124 East Third Street
Dayton, Ohio 45402

1985 MAR 21 AM 8:34

TRANSFERRED
ROBERT L. RODERER
MONT. COUNTY AUDITOR



EXHIBIT "D"
Additional Property

Revised
Description of Fox Hill Condominium
Parcel One
March 7, 1985

Located in Section 9, Town 1, Range 6 M.R.S., Miami Township, County of Montgomery, State of Ohio, and being Lot 78 in Timberline Section Four as recorded in Plat Book 114, page 22, in the Plat Records of Montgomery County, Ohio, and being a tract of land described as follows:

Beginning at the southeast corner of said Lot 78, said point being in the north line of Orchard Run Road;

thence with said north line, North eighty-seven degrees twenty-two minutes thirty seconds ($87^{\circ} 22' 30''$) West for seven hundred twenty-one and 00/100 (721.00) feet to the southeast corner of Timberline Office Park Condominium as recorded in Plat Book 113, page 27, in the Plat Records of Montgomery County, Ohio;

thence with the east line of said Timberline Office Park Condominium, North two degrees thirty-seven minutes thirty seconds ($02^{\circ} 37' 30''$) East for one hundred sixty and 00/100 (160.00) feet to a point in the south line of land conveyed to Arthur Beerman by deed recorded in Deed Book 2097, page 9, in the Deed Records of Montgomery County, Ohio;

thence with the south line of said Beerman land, South eighty-seven degrees twenty-two minutes thirty seconds ($87^{\circ} 22' 30''$) East for six hundred ninety-two and 10/100 (692.10) feet to an angle point in the west line of Timberline Section One-A as recorded in Plat Book 123, page 23 in the Plat Records of Montgomery County, Ohio;

thence with said west line, South fifty-five degrees twenty-five minutes fifty-seven seconds ($55^{\circ} 25' 57''$) East for thirty-four and 08/100 (34.08) feet;

thence continuing with said west line, South two degrees thirty-seven minutes thirty seconds ($02^{\circ} 37' 30''$) West for one hundred forty-one and 97/100 (141.97) feet to the point of beginning, containing 2.642 acres, more or less, subject, however, to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above-described tract of land.

RET:clc
#13367



WOOLPERT

EXHIBIT "D"
Additional Property

Revised
Description of Fox Hill Condominium
Parcel One
March 7, 1985

Located in Section 9, Town 1, Range 6 M.R.S., Miami Township, County of Montgomery, State of Ohio, and being Lot 78 in Timberline Section Four as recorded in Plat Book 114, page 22, in the Plat Records of Montgomery County, Ohio, and being a tract of land described as follows:

Beginning at the southeast corner of said Lot 78, said point being in the north line of Orchard Run Road;

thence with said north line, North eighty-seven degrees twenty-two minutes thirty seconds ($87^{\circ} 22' 30''$) West for seven hundred twenty-one and 00/100 (721.00) feet to the southeast corner of Timberline Office Park Condominium as recorded in Plat Book 113, page 27, in the Plat Records of Montgomery County, Ohio;

thence with the east line of said Timberline Office Park Condominium, North two degrees thirty-seven minutes thirty seconds ($02^{\circ} 37' 30''$) East for one hundred sixty and 00/100 (160.00) feet to a point in the south line of land conveyed to Arthur Beerman by deed recorded in Deed Book 2097, page 9, in the Deed Records of Montgomery County, Ohio;

thence with the south line of said Beerman land, South eighty-seven degrees twenty-two minutes thirty seconds ($87^{\circ} 22' 30''$) East for six hundred ninety-two and 10/100 (692.10) feet to an angle point in the west line of Timberline Section One-A as recorded in Plat Book 123, page 23 in the Plat Records of Montgomery County, Ohio;

thence with said west line, South fifty-five degrees twenty-five minutes fifty-seven seconds ($55^{\circ} 25' 57''$) East for thirty-four and 08/100 (34.08) feet;

thence continuing with said west line, South two degrees thirty-seven minutes thirty seconds ($02^{\circ} 37' 30''$) West for one hundred forty-one and 97/100 (141.97) feet to the point of beginning, containing 2.642 acres, more or less, subject, however, to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above-described tract of land.

RET:clc
#13367



WOOLPERT

Decription of Lot 80
Timberline Section One-A
February 21, 1985

Located in Section 9, Town 1, Range 6 M.R.S., Miami Township, County of Montgomery, State of Ohio, and being all of Lot 80 in Timberline Section One-A as recorded in Plat Book 123, page 23, in the Plat Records of Montgomery County, Ohio, and being a tract of land described as follows:

Beginning at the southeast corner of Timberline Condominium No. 2, Phase I, as recorded in Plat Book 114, page 28, in the Plat Records of Montgomery County, Ohio, said point being in the west line of Cobblegate Drive, said point also being the northeast corner of said Lot 80;

thence with said west line due south for one hundred seventeen and 00/100 (117.00) feet to the southeast corner of said Lot 80;

thence with the south line of said Lot 80 due west for one hundred thirty-two and 62/100 (132.62) feet to a point in the east line of Timberline Section 4 as recorded in Plat Book 114, page 22, in the Plat Records of Montgomery County, Ohio;

thence with said east line, North two degrees thirty-seven minutes thirty seconds ($02^{\circ} 37' 30''$) East for fifteen and 02/100 (15.02) feet;

thence continuing with said east line, North fifty-five degrees twenty-five minutes fifty-seven seconds ($55^{\circ} 25' 57''$) West for thirty-four and 08/100 (34.08) feet to the southeast corner of land conveyed to Arthur Beerman as recorded in Deed Book 2097, page 9, in the Deed Records of Montgomery County, Ohio;

thence with said east line due north for eighty-two and 66/100 (82.66) feet to the southwest corner of said Timberline Condominium No. 2, Phase I, said point also being the northwest corner of said Lot 80;

thence with the south line of said Timberline Condominium and the north line of said Lot 80 due east for one hundred sixty and 00/100 (160.00) feet to the point of beginning, containing 0.414 acres, more or less, subject however, to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above-described tract of land.

1985 MAR 21 AM 8:34

TRANSPERRED
ROBERT L. RODERER
MONT. COUNTY AUDITOR



WOOLPERT

Description of Fox Hill Condominium
Parcel Two
February 11, 1985

Located in Section 9, Town 1, Range 6 M.R.S., Miami Township, County of Montgomery, State of Ohio, and being a part of Lot 79 in Timberline Section Four as recorded in Plat Book 114, page 22, and all of Lots 62, 63, and 64 in Timberline Section One as recorded in Plat Book 108, page 14, both in the Plat Records of Montgomery County, Ohio, and being a tract of land described as follows:

Beginning at the southwest corner of said Lot 79, said point being in the east line of Timberline Section Two as recorded in Plat Book 108, page 5, in the Plat Records of Montgomery County, Ohio;

thence with said east line, North two degrees thirty-seven minutes thirty seconds ($02^{\circ} 37' 30''$) East for one hundred sixty and 00/100 (160.00) feet to a point in the south line of Orchard Run Road;

thence with said south line, South eighty-seven degrees twenty-two minutes thirty seconds ($87^{\circ} 22' 30''$) East for one thousand two hundred seventeen and 00/10 (1217.00) feet to the northeast corner of said Lot 62;

thence with the east line of said Lot 62, South two degrees thirty-seven minutes thirty seconds ($02^{\circ} 37' 30''$) West for one hundred sixty and 00/100 (160.00) feet to a point in the north line of Spring Valley Section 18 as recorded in Plat Book 77, page 28, in the Plat Records of Montgomery County, Ohio;

thence with said north line and its westward extension, said westward extension being the north line of Spring Valley Section 12 as recorded in Plat Book 72, page 12, in the Plat Records of Montgomery County, Ohio, North eighty-seven degrees twenty-two minutes thirty seconds ($87^{\circ} 22' 30''$) West for one thousand two hundred seventeen and 00/100 (1217.00) feet to the point of beginning, containing 4.470 acres, more or less, subject, however, to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above-described tract of land.

RET:clc
#13367



Department of State

The State of Ohio

Sherrod Brown
Secretary of State

651000

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARN

of:

FOX HILL CONDOMINIUM ASSOCIATION, INC.

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll F 626 at Frame 0839 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the
City of Columbus, Ohio, this 13TH day of MARCH,
A.D. 1985.



Sherrod Brown
Sherrod Brown
Secretary of State

80626-0839

ARTICLES OF INCORPORATION
OF
FOX HILL CONDOMINIUM ASSOCIATION, INC.

APPROVED

By.....

Date..... 3-13-85

Amount..... 25.00

The undersigned, desiring to form a corporation not-for-profit, under Sections 1702.01, seg., Ohio Revised Code, does hereby certify:

ARTICLE I

NAME

1.01 The name of said corporation shall be FOX HILL CONDOMINIUM ASSOCIATION, INC., (hereinafter referred to as the "Association").

ARTICLE II

PRINCIPAL OFFICE

2.01 The place in Ohio where the principal office of the Association is to be located is Miami Township, Montgomery County, Ohio.

ARTICLE III

PURPOSE AND POWERS

3.01 The Association has been formed for the specific purpose of acting as the Unit Owners' Association for Fox Hill Condominium (hereinafter referred to as the "Condominium"). The Condominium will be created by the filing for record with the Recorder of Montgomery County, Ohio, a Declaration of Condominium Property (hereinafter referred to as the "Declaration"), with attached exhibits, including the By-Laws of the Association. The purpose for which this Association is formed includes providing for the maintenance, preservation and architectural control of the property included in the Condominium, and to promote the health, safety and welfare of the residents of the Condominium. To accomplish such purpose or purposes the Association shall have the following powers:

- (a) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles of Incorporation, the Declaration and By-Laws of the Association;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the

whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person is a party or is threatened to be made a party by reason of the fact that person was a Trustee, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (i) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (ii) in any manner the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

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

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

ARTICLE VIII

DURATION

8.01 The Association shall exist so long as the condominium regime of the Condominium exists, and no longer.

ARTICLE IX

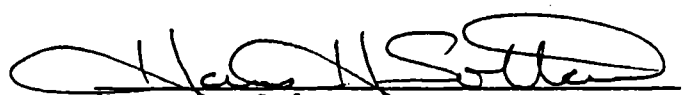
DISSOLUTION

9.01 The Association may be dissolved only with the same consents as are required to terminate the condominium regime, as provided in the Declaration.

ARTICLE X
AMENDMENTS

10.01 The Articles may be amended only under the same terms and conditions, and with the same approvals, as are provided in the Declaration for its amendment.

IN WITNESS WHEREOF, I have hereunto subscribed my name
this 12th day of March, 1985.


Hans H. Soltau

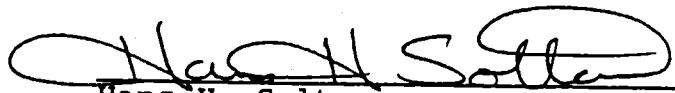
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ORIGINAL APPOINTMENT OF AGENT

The undersigned, the sole incorporator of FOX HILL CONDOMINIUM ASSOCIATION, INC., hereby appoints HANS H. SOLTAU, a natural person resident in the county in which the Corporation has its principal office, upon whom any process, notice or demand required or permitted by statute to be served upon the Corporation may be served. His complete address is 124 East Third Street, Dayton, Montgomery County, Ohio 45402.

IN WITNESS WHEREOF, I have hereunto subscribed my name at Dayton, Ohio this 12 day of March, 1985.

FOX HILL CONDOMINIUM
ASSOCIATION, INC.


Hans H. Soltau

FOX HILL CONDOMINIUM ASSOCIATION, INC.

Gentlemen:

I hereby accept appointment as Agent of your Corporation upon whom process, tax notices or demands may be served.


Hans H. Soltau

May 10, 2006

ATTENTION FOX HILL CONDOMINIUM OWNERS

SUBJECT: OHIO CONDOMINIUM LAW, CHAPTER 5311

Dear Owner:

The Association Attorney, Amy Schott-Ferguson upon approval of your Board Managers has reviewed the current By-Laws for Fox Hill Condominiums in order to compare them with the changes to the Ohio Condominium Law, Chapter 5311. The current By-Laws were amended. The statute allows Condominium Boards to comply with the new legislative authority by simply amending the Declaration and filing the Amendment with the recorder's office.

Enclosed you will find a copy of the recorded amendment. It is important that you keep this amendment with your other association documents. Should you decide to sell your condominium, you will need to pass this amendment as well as all other supporting documents to the new owner.

If you have any questions, please feel free to contact my office at (937) 222-2550.

Sincerely,

Diana Heintz
Senior Property Manager
For the Board of Managers
Fox Hill Condominiums

9

**NINTH AMENDMENT
TO THE DECLARATION OF CONDOMINIUM PROPERTY
AND BY-LAWS OF FOX HILL
CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium Property for Fox Hill Condominium (the "Declaration") was recorded on March 21, 1985 in Deed Book 85-0121, Page A01 – E12 of the Official Records of Montgomery County, Ohio; and

WHEREAS, the By-Laws of Fox Hill Condominium Association (the "By-Laws") were also recorded on March 21, 1985 in Deed Book 85-121, Page D06 – E12 of the Official Records of Montgomery County, Ohio; and *PLAT 124-PG 4*

WHEREAS, the First Amendment to the Declaration was recorded on May 22, 1998 at Deed Book 85-00234, Page C11 of the Official Records of Montgomery County, Ohio; and *PLAT 124 PG 24*

WHEREAS, the Second Amendment to the Declaration was recorded on July 30, 1985 at Deed Book 85-00380, Page B10 of the Official Records of Montgomery County, Ohio; and *PLAT 125 PG 10*

WHEREAS, the Third Amendment to the Declaration was recorded on January 21, 1986 at Deed Book 86-00028, Page A11 of the Official Records of Montgomery County, Ohio; and *PLAT 126 PG 27*

WHEREAS, the Fourth Amendment to the Declaration was recorded on April 15, 1986 at Deed Book 86-00188, Page C02 of the Official Records of Montgomery County, Ohio; and *PLAT 127 PG 12*

WHEREAS, the Fifth Amendment to the Declaration was recorded on July 28, 1986 at Deed Book 86-00404, Page A05 of the Official Records of Montgomery County, Ohio; and *PLAT 128 PG 2*

WHEREAS, the Sixth Amendment to the Declaration was recorded on December 1, 1986 at Deed Book 86-00703, Page A08 of the Official Records of Montgomery County, Ohio; and *PLAT 127 PG 22*

WHEREAS, the Seventh Amendment to the Declaration was recorded on April 21, 1987 at Deed Book 87-00210, Page A01 of the Official Records of Montgomery County, Ohio; and *PLAT 130 PG 43*

WHEREAS, the Eighth Amendment to the Declaration was recorded on July 13, 1987 at Deed Book 87-00394, Page B10 of the Official Records of Montgomery County, Ohio; and *PLAT 131 PG 23*

WHEREAS, the Declaration, By-Laws and all amendments thereto are binding on all owners of the properties described in Exhibit "A", attached hereto;

WHEREAS, Fox Hill Condominium Association, Inc. (the "Association") is an Ohio non-profit corporation, whose members are all of the Unit Owners of Units in Fox Hill Condominium and, as such, the Association is the representative of all Unit Owners;

WHEREAS, the Association wishes to amend the provisions of both the Declaration and the By-Laws in accordance with recent amendments to Chapter 5311 of the Ohio Revised Code effective July 20, 2004 and with the authority of O.R.C. 5311.05(E)(1) in order to "bring the Declaration in compliance" with Chapter 5311;

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SP-1-05-02419B 0009
Montgomery County
Judy Dodge Recorder

WHEREAS, this Ninth Amendment has received the affirmative vote of at least a majority of the Board of Directors of the Association and, pursuant to O.R.C. 5311.05(E)(1), a vote of the Unit Owners is not necessary;

WHEREAS, this Ninth Amendment is binding upon the properties described in Exhibit A;

NOW THEREFORE, the Declaration and By-Laws are hereby amended by the Board of Directors, as follows:

1. All references in the Declaration and By-Laws to the term "Common Areas" or "Common Areas and Facilities" shall be replaced with the term "Common Elements".
2. All references in the Declaration and By-Laws to the term "Limited Common Areas" or "Limited Common Areas and Facilities" shall be replaced with the term "Limited Common Elements".
3. The following shall be added to Article II, Sections 2.06, 2.07, and 2.08 of the By-Laws:

A meeting of the Board of Directors may be held by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear, participate, and respond to every other member of the Board.
4. The following shall be added to Article IV, Section 4.03 of the By-Laws:

The rules and regulations may regulate the use or occupancy of Units; regulate the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by the rules affect Common Elements or other Units; adopt standards governing the type and nature of information and documents that are subject to examination and copying by Unit Owners, including the times and locations at which items may be examined or copied and any required fee for copying the information or documents; and regulate the collection of delinquent assessments and the application of payments of delinquent assessments.
5. The following shall be added as Article IV, Section 4.08 of the By-Laws:

In addition to the powers enumerated herein, the Board of Directors may exercise all powers of the Association, including the power to do the following:

 1. Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management of the Condominium Property and the Association;
 2. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board of Directors, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

3. Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
4. Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;
5. Cause additional improvements to be made as part of the Common Elements;
6. Purchase, encumber, and convey Units, and, subject to any restrictions in this Declaration or By-Laws and with the approvals required by Section 23.17 of the Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are Common Expenses;
7. Acquire, encumber, and convey or otherwise transfer personal property;
8. Hold in the name of the Association the real property and personal property acquired pursuant to Article IV, Sections 4.08(6) and (7) of the By-Laws;
9. Grant easements, leases, licenses, and concessions through or over the Common Elements;
10. Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
11. Impose interest and late charges for the late payment of assessments; impose returned check charges; and impose Enforcement Assessments for violations of the Declaration, the By-Laws, and the rules of the Association and reasonable Charges for Damage to the Common Elements or other property;
12. Impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments;
13. Purchase insurance and fidelity bonds the Directors consider appropriate or necessary;
14. Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;
15. Exercise powers that are conferred by the Declaration or the By-Laws of the Association or the Board of Directors, permitted to be exercised in this state by a not-for-profit corporation, or which are necessary and proper for the government and operation of the Association.
16. Suspend the voting privileges and use of recreational facilities of an Owner or Occupant who is delinquent in the payment of assessments for more than thirty (30) days;

17. Upon determination that the Association has collected a Common Surplus at the end of any Fiscal year, apply such amount toward reserves.
18. Exercise powers that are:
 - (i) Conferred by the Declaration or the By-Laws of the Association or the Board of Directors;
 - (ii) Permitted to be exercised in the State of Ohio by a not-for-profit corporation;
 - (iii) Necessary and proper for the government and operation of the Association.

6. The following shall be added to Article V, Section 5.02 of the By-Laws:

The Board of Directors shall adopt and amend a budget for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, provided that the amount set aside annually for reserves shall not be less than ten percent (10%) of the budget for that year unless the reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association.

7. The following is hereby added to Article V, Section 5.09 of the By-Laws:

The Association is not required to permit the examination and copying of any of the following from books, records, and minutes:

1. Information that pertains to condominium property-related personnel matters;
2. Communications with legal counsel or attorney work product pertaining to pending litigation or other condominium property-related matters;
3. Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
4. Information that relates to the enforcement of the Declaration, By-Laws, or rules of the Association against Unit Owners;
5. Information, the disclosure of which is prohibited by state or federal law.

8. The following shall be added to the end of Article XI, Section 11.03 of the Declaration:

However, no Unit Owner shall be prohibited from the placement of a flagpole that is to be used for the purpose of displaying, or shall prohibit the display of, the flag of the

United States on or within the Limited Common Elements of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, if the flag is displayed in accordance with any of the following:

- (a) The patriotic customs set forth in 4 U.S.C.A. 5-10, as amended, governing the display and use of the flag of the United States;
- (b) The recommended flagpole standards set forth in "Our Flag," published pursuant to S.C.R. 61 of the 105th Congress, 1st Session (1998);
- (c) Any federal law, proclamation of the President of the United States or the governor, section of the Revised Code, or local ordinance or resolution.

To the extent that the first paragraph of this Section conflicts with the second paragraph, the terms of the first paragraph shall be unenforceable.

9. The following shall be added to the end of Article XI, Section 11.10 of the Declaration:

Subject to rules the Board of Directors adopts pursuant to Section 5311.081(B)(5) of the Ohio Revised Code, the Board may authorize the use of Limited Common Elements, as distinguished from the Common Elements, for the construction of open, unenclosed patios, hedges, decks, fences, or similar improvements provided that the improvements are maintained and insured by the Owner of the Unit to which the Limited Common Element is appurtenant. The construction of an addition to or an expansion of a Unit into Limited Common Elements or Common Elements may not be authorized without the consent of all Unit Owners.

10. The following shall be added to the end of Article XI, Section 11.11 of the Declaration:

The Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit owner's Agent, in the name of the Unit owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit owner and shall be the subject of a special assessment against the offending Unit and made a lien against that Unit.

11. The following shall be added as Article XI, Section 11.13 of the Declaration:

Within thirty (30) days after a Unit Owner obtains a condominium ownership interest or within thirty (30) days of the date of recording of this Amendment, the Unit Owner shall provide the following information in writing to the Association through the Board of Directors:

1. The home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all occupants of the Unit;

2. The name, business address, and business telephone number of any person who manages the Owner's Unit as an agent of that Owner.

Within thirty (30) days after a change in any information required to be provided herein, a Unit Owner shall notify the Association, through the Board of Directors, in writing of the change. When the Board of Directors requests, a Unit Owner shall verify or update the information.

12. Article XII, Section 12.04 of the Declaration is hereby deleted and the following substituted in its place:

The person to receive service of process for the Association shall be designated by the Board. This designation may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation.

13. The following shall be added to Article XIX, Section 19.01 of the Declaration:

Violations of the covenants, conditions, or restrictions shall be grounds for the Association or any Unit Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorneys' fees in both types of action.

14. The following shall be added as Article XIX, Section 19.04 of the Declaration:

The Board shall have the authority to impose reasonable Enforcement Assessments for violations of the Declaration, the By-Laws, and the rules of the Association and reasonable Charges for Damage to the Common Elements or other property.

Prior to imposing a Charge for Damages or an Enforcement Assessment pursuant to this Section, the Board of Directors shall give the Unit Owner a written notice that includes all of the following:

1. A description of the property damage or violation;
2. The amount of the proposed Charge or Assessment,
3. A statement that the Owner has a right to a hearing before the Board of Directors to contest the proposed Charge or Assessment;
4. A statement setting forth the procedures to request a hearing pursuant to this Section.

To request a hearing, an Owner shall deliver a written notice to the Board of Directors not later than the tenth day after receiving the notice from the Board required by this Section. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a Charge for Damages or an Enforcement Assessment pursuant to this Section.

If a Unit Owner requests a hearing, at least seven days prior to the hearing, the Board of Directors shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

The Board of Directors shall not levy a Charge or Assessment before holding any hearing requested pursuant to this Section.

The Unit Owners, through the Board of Directors, may allow a reasonable time to cure a violation described in this Section before imposing a Charge or Assessment.

Within thirty days following a hearing at which the Board of Directors imposes a Charge or Assessment, the Association shall deliver a written notice of the Charge or Assessment to the Unit Owner.

Any written notice that this Section requires shall be delivered to the Unit Owner or any occupant of the Unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

15. The following shall be added to Article XX, Section 20.05 of the Declaration:

The Association has the authority to include in its lien any unpaid interest, administrative late fees, Enforcement Assessments, collection costs, attorney's fees, and paralegal fees.

16. The following shall be added as Article XX, Section 20.11 of the Declaration:

The Association shall credit payments made by a Unit owner in the following order of priority:

1. First, to interest owed to the Association;
2. Second, to administrative late fees owed to the Association;
3. Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and
4. Fourth, to the principal amounts the Unit owner owes to the Association for the common expenses or enforcement assessments chargeable against the Unit.

17. The following shall be added as Article XXIII, Section 23.17 of the Declaration:

The Association may purchase, hold title to, and sell real property that is not declared to be part of the Condominium Property with the approval of the Unit Owners who exercise not less than seventy-five percent (75%) of the voting power of the Association and the authorization of the Board of Directors. Expenses incurred in connection with any such transaction are Common Expenses..

As amended herein, the Declaration and all amendments thereto remain in full force and effect.

IN WITNESS WHEREOF, Fox Hill Condominium Association, Inc., by and through its President, Danny Hilliard, has executed this Amendment this 9 day of Feb., 2006.

**FOX HILL CONDOMINIUM
ASSOCIATION, INC.**
An Ohio non-profit corporation

By: Danny E Hilliard
Its: President

STATE OF OHIO)
)SS:
COUNTY OF MONTGOMERY)

The foregoing Ninth Amendment to the Declaration of Condominium Property for Fox Hill Condominium and By-Laws of Fox Hill Condominium Association, Inc. was sworn to and subscribed before me by Danny Hilliard, President of Fox Hill Condominium Association, Inc., an Ohio non-profit corporation, by and on behalf of the Association on the 9 day of Feb, 2006.

Shirley M Jones
NOTARY PUBLIC

SHIRLEY M. JONES, Notary Public
In and for the State of Ohio
My Commission Expires Feb. 26, 2009

Mail

This Instrument Prepared by:
Amy Schott Ferguson, Esq.
CUNI, FERGUSON & LEVAY CO., L.P.A.
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768

Exhibit A

Situate in the Township of Miami, County of Montgomery, State of Ohio and being Units 1-4, inclusive, of Fox Hill Condominium, Section 1, as depicted on Plat Book 124, Pages 4, 4A and 4B of the Montgomery County Recorder's Office;

Situate in the Township of Miami, County of Montgomery, State of Ohio and being Units 5-8, inclusive, of Fox Hill Condominium, Section 2, as depicted on Plat Book 124, Pages 24, 24A and 24B of the Montgomery County Recorder's Office;

Situate in the Township of Miami, County of Montgomery, State of Ohio and being Units 9-20, inclusive, of Fox Hill Condominium, Section 3, as depicted on Plat Book 125, Pages 10, 10A and 10B of the Montgomery County Recorder's Office;

Situate in the Township of Miami, County of Montgomery, State of Ohio and being Units 21-28, inclusive, of Fox Hill Condominium, Section 4, as depicted on Plat Book 126, Pages 27, 27A, 27B, 27C and 27D of the Montgomery County Recorder's Office;

Situate in the Township of Miami, County of Montgomery, State of Ohio and being Units 29-36, inclusive, of Fox Hill Condominium, Section 5, as depicted on Plat Book 127, Pages 12, 12A and 12B of the Montgomery County Recorder's Office;

Situate in the Township of Miami, County of Montgomery, State of Ohio and being Units 61-72, inclusive, of Fox Hill Condominium, Section 6, as depicted on Plat Book 128, Pages 2, 2A and 2B of the Montgomery County Recorder's Office;

Situate in the Township of Miami, County of Montgomery, State of Ohio and being Units 53-60, inclusive, of Fox Hill Condominium, Section 7, as depicted on Plat Book 129, Pages 22, 22A and 22B of the Montgomery County Recorder's Office;

Situate in the Township of Miami, County of Montgomery, State of Ohio and being Units 45-52, inclusive, of Fox Hill Condominium, Section 8, as depicted on Plat Book 130, Pages 43, 43A and 43B of the Montgomery County Recorder's Office;

Situate in the Township of Miami, County of Montgomery, State of Ohio and being Units 37-44, inclusive, of Fox Hill Condominium, Section 9, as depicted on Plat Book 131, Pages 23, 23A and 23B of the Montgomery County Recorder's Office.