

Woodgrove Condominium Association

October 1, 1997

WOODGROVE CONDOMINIUM

DECLARATION OF CONDOMINIUM OWNERSHIP

I hereby certify that copies of the within Declaration together with drawings and By-Laws attached as exhibits thereto, have been filed in the Office of the Auditor, Montgomery County, Ohio.

Date: JUL 25 1988

COUNTY AUDITOR

By DANA A. STAMPS

NO TRANSFER NEEDED
1988 JUL 25 AM 10:15
DANA A. STAMPS
MONT. COUNTY AUDITOR

CLIENT COPY
FOR YOUR
INFORMATION

This instrument prepared by: Benjamin F. Allbery
Attorney at Law
18 W. First Street
Dayton, Ohio 45402

VICKI D. PEGG
RECORDER

88 JUL 25 AM 10:23

MONTGOMERY CO. OHIO
RECORDED

Recorded at 88-432A01
P.B. 136 pp. 10-10A

DECLARATION

- 1 LEGAL DESCRIPTION.
- 2 DEFINITIONS.
- 3 NAME.
- 4 PURPOSE AND INTENTION.
- 5 GENERAL DESCRIPTION OF BUILDING.
- 6 LOCATION OF BUILDING.
- 7 DESCRIPTION OF UNITS.
- 8 COMMON AREA AND FACILITIES.
- 9 LIMITED COMMON AREAS AND FACILITIES.
- 10 ASSUMPTION OF CONTROL BY UNIT OWNERS.
- 11 EXPANDABLE CONDOMINIUM.
- 12 PERCENTAGE OF INTEREST OF UNITS.
- 13 UNIT OWNERS ASSOCIATION.
- 14 ADMINISTRATION OF CONDOMINIUM PROPERTY.
- 15 STATUTORY AGENT.
- 16 AMENDMENT OF DECLARATION AND BY-LAWS.
- 17 MANAGEMENT, MAINTENANCE, REPAIRS, AND REPLACEMENT OF COMMON AREAS AND FACILITIES.
- 18 WARRANTIES.
- 19 EASEMENTS.
- 20 ASSESSMENTS AND LIENS OF ASSOCIATION.
- 21 INSURANCE.
- 22 RECONSTRUCTION OR REPAIR.
- 23 REAL ESTATE TAXES.
- 24 REHABILITATION.
- 25 REMOVAL OF PROPERTY FROM PROVISIONS OF CHAPTER 5311.
- 26 TENNANT'S OPTION TO PURCHASE.
- 27 REMEDIES FOR BREACH OF COVENANTS AND RULES.
- 28 MISCELLANEOUS PROVISIONS.

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

WOODGROVE CONDOMINIUM

WHEREAS, WOODGROVE CONDOMINIUM BUILDERS, INC. hereafter referred to as "Declarant", is the Owner in fee simple of the real property hereafter described; and

WHEREAS, it is the desire of Declarant to submit the land, together with the improvements thereon, pursuant to the provisions of Chapter 5311 of the Ohio Revised Code, for Condominium Ownership;

NOW, THEREFORE, the Declarant does hereby make the following declarations:

1. LEGAL DESCRIPTION. The Declarant does hereby subject the real estate described hereafter to the provisions of Chapter 5311 of the Ohio Revised Code and said real estate; and the improvements thereon shall be held under the terms. * and conditions of this Agreement, which shall be binding on said Declarant, its successors and assigns and all subsequent owners of all or any part of said real property and improvements, and their successors, heirs, administrators, devisees or assigns. Said real estate is described as follows:

Situate in the Township of Washington, County of Montgomery and State of Ohio and being lots 30 and 31 Washington Village, Section Three as recorded in Plat Book 105, Page 2 of the Plat Records of Montgomery, Ohio.

2. DEFINITIONS. The following terms used herein are defined as follows:

- a. "Association" shall refer to Woodgrove Condominium Association, a nonprofit corporation, which is an association of all of the owners of Units in this Condominium organized to administer the Condominium Property in all respects, as provided in the Declaration and By-Laws and is the Unit Owners Association as referenced in the Ohio Condominium Law.
- b. "Declarant" means Woodgrove Condominium Builders, Inc., an Ohio corporation, its successors and assigns.
- c. "Declaration" shall mean this instrument by which property is submitted to the provisions of Chapter 5311 of the Revised Code of Ohio and any and all amendments to the Declaration.
- d. "Board of Trustees" or "Board" shall refer to the Board of Trustees of the Association. This term shall have the same meaning as Board of Managers as used in the Ohio Condominium Law.
- e. "Common Expenses" means those expenses designated as such by Chapter 5311 of the Revised Code and as provided in this Declaration and By-Laws to be shared by all of the Unit Owners.
- f. "Common Surplus" for any period of time means the amount by which the total income, rents, receipts and revenues from the Common Areas and Facilities exceed the Common Expenses for said period.
- g. "Common Losses" for any period of time means the amount by which the Common Expenses exceed the total income, rents, receipts and revenues from the Common Areas and Facilities.
- h. "Common Assessments" means assessments charged proportionately against all Units for common purposes.

3. NAME. The condominium Property shall be known as "Woodgrove Condominium".

4. PURPOSE AND INTENTION.

- a. Purpose. The purposes of this Condominium are to provide separately designated and legally-described freehold estates consisting of Units as are hereafter described and as shown on the drawings attached hereto, entitling the Unit Owner to the right to the exclusive ownership and possession of his Unit and to ownership of an undivided interest in the Common Areas and Facilities in the percentage as is expressed in this Declaration. There no commercial facilities situated in this Condominium and the use of said Units shall be for single family residence purposes only. The Declarant holds fee simple title to the land submitted or to be submitted as Condominium Property.
- b. Intention. It is the intention of the Declarant to establish by this Declaration a Conversion Condominium Development, consisting of eight (8) Units.
- c. Additional Land. The Declarant owns the following additional land and reserves the right to bring such land under the terms and provisions of this Declaration:

PARCEL 1

Situate in the Township of Washington, County of Montgomery and State of Ohio and being lots 32, 33, and 34 Washington Village, Section Three as recorded in Plat Book 105, Page 2 of the Plat Records of Montgomery County, Ohio.

PARCEL 2

Situate in the Township of Washington, County of Montgomery and State of Ohio and being lots 61 and 62 Washington Village Section Eleven as recorded in Plat Book 112 Page 42 of the Plat Records of Montgomery County, Ohio.

Said property be subject to the terms and conditions of this Declaration by an amendment hereto made for that purpose.

5. GENERAL DESCRIPTION OF BUILDING. There are two (2) buildings in the Condominium, and each contains Four (4) Units being townhouse type units with the living area being on two floors, one above the other. The building has a poured concrete footer, concrete block foundation with concrete slab foundation, frame exterior walls with vinyl lap siding covering, wood truss roof with asphalt shingles over felt and plywood; aluminium fascia, soffits, gutters and downspouts; and aluminum windows. There are four (4) attached garages in the front portion of the building. Access to the Units are (sic) by the front entrance and patio doors to the rear with internal stairways between the first and second floors.
6. LOCATION OF BUILDING. The building on the Condominium property has access to Woodgrove Drive, a public road. Each Unit has access to a public street for both vehicular and pedestrian traffic.
7. DESCRIPTION OF UNITS. Each of the units shall consist all of the space bounded by the horizontal and vertical planes formed by the undecorated surfaces of the perimeter walls, floors and ceiling of said Unit projected, if necessary, by reason of structural divisions such as interior walls, doors and windows to constitute a complete enclosure of space consisting of all of the living area described in each type of Unit. The space between the first and second stories is part of the Unit.
 - a. Included in Unit. Included, without limitation, are the following:
 - i. The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to the floors, ceilings and interior and perimeter walls;

- ii. All windows, screens, and doors, including the frame, sashes and jambs and the space occupied thereby;
 - iii. All fixtures located within the bounds of the Units, installed in and for the exclusive use of said Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof;
 - iv. All controls, knobs, switches, thermostats, and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;
 - v. All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein and which are located within the bounds of the Unit.
- b. Type of Unit. The Eight (8) Units in this Condominium are generally described as follows:

Each Unit is a townhouse type dwelling with the living area contained on two floors, one above the other. There is an attached garage to the front of each Unit. The first floor contains a foyer, great room, dining room, kitchen, half bath and area for the mechanical equipment and fireplace. On the second floor, which is reached by an internal stairway, is a loft, two bedrooms and bath. All of the Units are substantially the same except being a reverse of other plans. There is an entrance to the Unit by a front door, through the garage and by a patio door to the rear of the Unit. Included as part of these Units are a range, range hood, refrigerator and stack washer and dryer appliances.

The Units are numbered one (1) through eight (8) as shown on the attached drawings.

- c. Exclusive Use. The Owners of a Unit shall have the right of exclusive possession, use and enjoyment of the surfaces of all of its perimeter walls, fixtures and other parts of the building within the boundary of their respective Unit, including the right to paint, tile, wax, paper or otherwise finish and re-finish or decorate the Unit.
8. COMMON AREA AND FACILITIES. The entire land and improvements thereon not included within a Unit shall be Common Areas and Facilities, including, but not limited to, the driveways, sidewalks, yards, parking areas, all plumbing, electrical, heating, and other utility service lines, pipes, wires, ducts and conduits which serve more than one Unit or for a common purpose of the building, covering material of the building, gutters, downspouts, exterior lighting fixtures, hose bibs and other facilities to service the Common Areas and Facilities that are attached to the building, foundation, perimeter walls, roofs and all other parts of the building, necessary or convenient to its existence, maintenance, safety or normally in common use by more than one of the Owners. The division of walls separating one Unit from another Unit are Common Areas and Facilities.
9. LIMITED COMMON AREAS AND FACILITIES.
- a. Specific Uses. The following are included in the Common Areas and Facilities and appurtenant or adjacent to a building and are deemed Limited Common Areas and Facilities designated or appurtenant Unit(s).
 - i. the patio area to the rear of the Unit and any privacy fences that are erected.

ii. the garage area that is a part of the Unit.

iii. the front stoop for each Unit.

- b. General Uses. All plumbing, electrical, heating, and other utility service lines, pipes, wires, ducts and conduits which serve only one Unit shall be Limited Common Areas and Facilities for the exclusive use of the Unit served thereby.

10. ASSUMPTION OF CONTROL BY UNIT OWNERS. The Unit Owners will assume control of the Common Areas and Facilities and of the Unit Owners Association, subject to the provisions of the Declaration and By-Laws and any amendments thereto.

11. EXPANDABLE CONDOMINIUM. The Declarant reserves the right to expand the Condominium Property by adding all or any part of the property described in Paragraph 4(c) to the terms and provisions of this Declaration:

- a. The lots identified as Parcel 1 in Paragraph 4(c) each contain a four (4) unit building that is similar to the present buildings and with the same type of units. The buildings are of the same quality of construction, have used the same principal materials and are of the same architectural style.
- b. The lots identified as Parcel 2 in paragraph 4(c) are now vacant and the buildings to be erected on these lots will be compatible with the existing buildings except that it will be a seven (7) unit building. The quality of construction, the principal materials to be used and the architectural style will be similar and compatible.
- c. There are no limitations of the option of the Declarant to add all or part of the additional property to the Condominium and they may be added at separate times.
- d. A time limit of seven (7) years from the time the Declaration is recorded is established for the Declarant to add all of the additional property.
- e. The maximum units that may be added are Nineteen (19) units to expand the Condominium to Twenty-Seven (27) units.
- f. The land and improvements on the additional property shall be considered added to the Condominium Property and submitted to the provisions of this Declaration upon execution and filing for record by the Declarant of an amendment to this Declaration.

12. PERCENTAGE OF INTEREST OF UNITS.

- a. The interest of each Unit in the Common and Limited Common Areas and Facilities of the Condominium and the respective share of the Unit Owners in the Common Expenses and Common Surplus and Losses of the Condominium as stated in a fraction are one-eighth (1/8th) for each Unit. The interest are computed in the proportion that the fair market value of each Unit bears to the aggregate fair market value of all Units date of the filing of this Declaration.
- b. If additional Units are added the percentage of interest in the Common Areas and Facilities and in the profits, losses and Common Expense will be re-computed to include all of the Units that are part of the Condominium Property. Since the Units added, will be comparable to the existing Units the interests will remain constant with each Owner having a fractional interest as each Unit compares to the total after any amendment.

13. UNIT OWNERS ASSOCIATION. Woodgrove Condominium Association, a nonprofit corporation, is the Unit Owners Association, organized to administer the Condominium Property. Each Unit Owner, upon acquisition of title to a Unit,

shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new Owner of said Unit automatically shall become a member of the Association.

a. Board of Trustees. The Board of Trustees and Officers of the Unit Owners Association elected as provided by the By-Laws of the Unit Owners Association, attached as an exhibit to this Declaration, shall exercise the powers and discharge the duties and be vested with the rights conferred by operation of law, by the By-Laws and by the Declaration upon the Association.

b. Voting Rights in Association. There shall be one (1) vote for each of the Eight (8) Units comprising this Condominium. The percentage of interest of each Unit Owner in the common Area and Facilities and in the Limited Common Areas and Facilities are not applicable to the voting rights of the Unit Owners or to determine a quorum for meetings of the Association. If additional Units are added the total votes will increase by each Unit added to a maximum of Twenty-Seven (27) votes, being the total units that can be added to this Condominium plan.

c. Control. Except as provided by the By-Laws, the Declarant shall have the right to appoint and remove members of the Board of Trustees and remove officers of the Association and to exercise the powers and responsibilities otherwise assigned in the By-Laws or the Declaration to the Association from the date of establishing the Association until the earlier of five (5) years or Thirty (30) days after the sale of the Units representing 75% of the total Units as expanded.

d. Management Contracts. Neither the Unit Owners Association nor the Unit Owners will be subject to any management contract or agreement entered into by the Declarant.

14. ADMINISTRATION OF CONDOMINIUM PROPERTY. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are attached hereto as an Exhibit. Each Owner, tenant or occupant of a Unit shall comply with the provisions of the general law, this Declaration, the By-Laws, decisions and resolutions of the Association or his representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages, or for injunctive relief.

15. STATUTORY AGENT. Benjamin F. Allbery, 18 West First Street, Dayton, Ohio 45402 is the person to receive service of process for the Unit Owners Association. After the organization of the Association, the President thereof shall be substituted as such agent.

16. AMENDMENT OF DECLARATION AND BY-LAWS.

a. Method of Amendment. This Declaration and the By-Laws may be amended upon the filing for record with the Recorder of Montgomery County, Ohio of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees that are recorded with the Association shall be notified of any meeting of the Unit Owners to consider any amendments and shall be advised of the item or items to be amended and any new matters to be added by the amendment.

- b. Effect of Amendment. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent of such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association and his certification on the instrument of amendment as to the names of the consenting and nonconsenting mortgagees of the various Units shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment of this Declaration and/or the By-Laws, said amendment or modification shall nevertheless be valid among the Unit Owners, inter se, provided that the rights of a non-consenting mortgagee shall not be delegated (??) thereby.
- c. Expansion. The amendments for the purpose of expanding the Condominium in accordance with the rights reserved herein will be sufficient when executed by the Declarant and shall not require the consent of the Unit Owners or mortgagees. The Amendment shall allocate and reallocate percentage of interests in the Common Areas and Facilities of the Condominium Property appertaining to each Unit of the Condominium Property.

17. MANAGEMENT. MAINTENANCE. REPAIRS AND REPLACEMENT OF COMMON AREAS AND FACILITIES.

- a. Responsibility of the Association. Except as otherwise provided herein, or in the By-Laws, the management, maintenance, repair and replacement of the Common Areas and Facilities shall be the responsibility of the Association, including such Common Areas and Facilities located within the bounds of a Unit, excluding however, the interior surfaces of any interior walls, floors, doors, ceilings and other surfaces of the Unit, the maintenance, repair or replacement of which is the responsibility of a Unit Owner. Nothing herein shall be deemed to create a contractual liability of the Association to a Unit Owner for the maintenance, repair or replacement of any part of the Common Areas and Facilities at any time except as the Association deems necessary for the benefit of the Condominium Property and to preserve the value thereof.
- b. Limited Common Areas and Facilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Limited Common Areas and Facilities which are appurtenant to each Unit shall be as follows:
 - i. The cost of maintenance and repair of the garage shall be the responsibility of the Unit Owner using such area;
 - ii. The cost of maintenance and repair of the patio and privacy fences shall be the responsibility of the Unit Owner using such area. If any privacy fence is shared with another Unit, this cost of maintenance and repair shall likewise be shared by each Unit Owner;
 - iii. The cost of maintenance, repair and replacement of the Limited Common Areas and Facilities not specifically delegated to a Unit Owner shall be the responsibility of the Association;
 - iv. The (??) work above outlined to be paid for by the Unit Owner shall be performed by the Unit Owner with the approval and under the supervision of the Association. Upon the request of the Unit Owner, the Association, after arrangements for the payment of the cost are arranged, shall perform such work. Should the Unit Owner fail to perform the work, after an appropriate notice, the Association may perform the work and assess the cost against the Unit as hereafter provided and as provided by the By-Laws.

18. WARRANTIES. The roof and its structural components for the building(s) are warranted, by the Declarant, for a period of two (2) years, to cover the full cost of labor and materials for any repair or replacement of roof and

structural components, mechanical, electrical, plumbing, and common service elements serving the Condominium Property as a whole, are warranted for a two (2) year period, to cover the cost of labor and materials for any repair or replacement occasioned or necessitated by a defect in material or workmanship. Structural, mechanical, and other elements pertaining to each Unit are warranted for one (1) year to cover the full cost of labor and materials for any repair or replacement occasioned or necessitated by a defect in material or workmanship. The period of the above warranties shall commence on the date the deed is filed for record following the sale of the first Unit to a good faith purchaser for value. For any additional property submitted to the Declaration, the warranties shall commence on the date the deed is filed for record following the sale of the first Unit in the additional property to a good faith purchaser for value.

- a. Appliances. Any appliance installed and furnished as part of a Unit which is expressly or impliedly warranted by the manufacturer is warranted only to the extent of the manufacturer's warranty, which shall be assigned to the Unit Owner by the Declarant. Said appliances will include any ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances installed and furnished a part of the Unit as sold to the Owner.
- b. Additional Warranties. All warranties made to Declarant that exceed the time periods specified above with respect to the Units or Common Areas and Facilities shall be assigned to a purchaser of a Unit.

19. EASEMENTS.

- a. Encroachments. In the event that, by reason of construction, settlement or shifting of the building or by reason of the partial or total destruction and rebuilding of the building, 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 use or occupy any portion of the Common Areas and Facilities consisting of unoccupied space within the building and adjoining his Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts, or conduits serving any other Unit either presently encroaches 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 each 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 or in favor of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of such Owner.
- b. Maintenance Easements. The Owner of each Unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire building, the Owner of each Unit shall have the permanent right and easement through the Common Areas and Facilities for the use of water, sewer, power, television antenna and other utilities now or hereafter existing and shall have the right to hang pictures, mirrors and the like upon the walls of his Unit.
- c. Easements Through Walls and Floors of Units. Easements are hereby declared and granted to the Association to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public floors of the Unit, whether or not such walls or floors lie in whole or in part within the Unit boundaries; provided, always, that the Association shall restore such Unit to a condition as good or better than existed prior to the use

of said easement.

- d. Easements to Run With Land. All easements and rights herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit and be binding on the Declarant, its successors and assigns, any Owner, purchaser, mortgagee and other person having an interest in said land, Unit or any part of portion thereof.
- e. Reference to Easement in Deeds. Failure to refer specifically to any or all of the easements and/or rights described this Declaration in any deed or conveyance or in any mortgagee (??) or other evidence of ownership or obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered along with the Unit.

20. ASSESSMENTS AND LIENS OF ASSOCIATION.

- a. General. Common assessments for the maintenance, repair and insurance of the Common Areas and Facilities and for the insurance of the Units, together with the payment of the Common Expenses, shall be made in the manner provided herein, and in the manner provided by the By-Laws of the Association.
- b. Units Not Yet Sold. Declarant shall assume the rights and obligations of a Unit Owner in their capacity as Owners of Condominium Ownership interest not yet sold, including the obligation to pay Common Expenses attaching to such interests, from the date the Declaration is filed for record.
- c. Lien of Association. The Association shall have a lien upon the estate or interest in any Unit and its percentage of interest in the Common Areas and Facilities for the payment of the portion of the Common Expenses for the Condominium 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 Montgomery County, Ohio, pursuant to authorization given by the Board of Trustees 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 or assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the 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, the Owner of the Unit and any occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy. A Unit Owner, who believes that the portion of the Common Expense chargeable to his Unit, for which a certificate of lien has been filed by the Association pursuant to this section, has been improperly charged against him or his Unit, may commence an action for the discharge of the lien in the Court of Common Pleas of Montgomery County. In the action, if it is finally determined that the portion of the Common Expenses has been improperly charged to the Owner or his Unit, the Court shall make such order as is just, ?? may provide for a discharge of all or a portion of the lien (?).
- d. Priority of Association's Lien. The lien provided for above shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and lien of a bona fide first mortgage which have been theretofore filed for record, and 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 a reasonable rental for such Unit during the pendency of such action, and

the plaintiff in such action shall be 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.

- e. Non-Liability of Purchaser at Foreclosure Sale. When 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 as a result of a deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or other assessments by the Association chargeable to such Unit which become due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Units, including that of such acquirer, his successors and assigns.
- f. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit (other than deed in lieu of foreclosure), the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments due the Association for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any interested party shall be entitled to a statement from the Board of Trustees of the Association setting forth the amount of all unpaid assessments and the amount of the current assessment charge against a Unit and the parties interested in the transaction may rely thereon and not be liable for unpaid assessments in excess of the amount set forth in such statement for the period reflected in such statement.

21. INSURANCE. The Association shall carry fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the building, structure or other improvements now or at any time thereafter constituting a part of the Condominium Property and the cost thereof shall be a Common Expense.

- a. Fire and Extended Coverage. The Condominium Property shall be insured against fire and other perils covered by a standard extended coverage endorsement in any amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Trustees of the Association, but in no event in the amount less than 100% of the replacement value of all of the buildings and structures of the Condominium Property and not to exceed 30% co-insurance provisions in the policy of insurance, with an agreed amount endorsement. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as presently exist and the replacement thereof as are from time to time made.
 - i. Such policy of insurance shall be so written as to provide for the issuance of certificates of insurance to mortgagees of individual units and to provide such mortgagees at least ten (10) days notice prior to any cancellation of insurance.
 - ii. Any mortgagee may, to remedy any lack of insurance, but shall not be required to advance premiums to keep the insurance in effect or to obtain new insurance policies in place thereof, and the amount so advanced shall be a Common Expense due immediately from the Association and a special assessment against all Unit Owners until paid without any necessity of any vote of the Unit Owners of the approval of the Association to establish the special assessment.

- iii. The insurance policy shall provide for the release by the insurer thereof of any and all rights of subrogation, assignment or other rights or recovery against any Unit Owner, and, if possible, his family, tenants and all other persons lawfully in possession, for recovery against any one of them for any loss occurring to the Condominium Property from any of the perils insured against by such insurance coverage.
 - iv. Proceeds of all insurance policies owned by the Association shall be paid to an Insurance Trustee selected by the Association (such Insurance Trustee shall be a local bank) and shall be held in a separate account and in trust for the purposes of repair or reconstruction as provided herein and for the benefit of the Unit Owners and their mortgagees as their interests may appear.
 - v. No mortgagees shall have any right to apply the proceeds of insurance to the reduction of any mortgage debts. No Owner may purchase an individual policy of fire and extended coverage insurance for his Unit and his interest in Common Areas and Facilities as real property. If irrespective of this prohibition, a Unit Owner purchases an individual policy insuring real property, said Owner shall be responsible to the Association for loss or expenses that policy may cause in adjusting the Association's insurance, and such amount of loss shall be a special lien on his Unit as provided by the By-Laws.
- b. Liability Insurance. The Association, as a Common Expense, shall insure itself, the Board of Trustees, all Unit Owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants and all other persons lawfully in possession or control of any part of the Condominium Property, 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, such insurance to afford protection to a limit of not less than \$300,000.00 in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than \$500,000.00 in respect to any one occurrence and to the limit of not less than \$25,000.00 in respect to damage to or destruction of property arising out of any one accident.
- i. 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 appertaining thereto.
 - ii. It shall be each Unit Owner's responsibility to obtain insurance covering at his own expense upon his Unit for his personal liability for occurrences within his Unit or upon the Limited Common Areas appertaining thereto and also for alternative living expenses in event of fire or other damage or destruction.
- c. Association to Act for Unit Owner. Each Unit Owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and worker's compensation insurance, if applicable, pertinent to the Condominium Property, his Unit and his interest in the Common Areas and Facilities with such insurer as may, from time to time, provide such insurance for the Condominium Property Without limitation on the generality of the foregoing the Association as said attorney-in-fact shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Unit Owners and prospective mortgagees as their interests may appear (subject always to this Declaration) to execute

releases of liability and to execute all documents and to do all things on behalf of such Unit Owners and the Condominium as shall be necessary or convenient in dealing with any insurance purchased by the Association.

22. RECONSTRUCTION OR REPAIR.

- a. Sufficient Insurance. In the event of any damage or destruction to the Condominium Property from any cause or peril insured against and the proceeds of any policy or policies shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or construction shall be undertaken by the Association and the insurance proceeds shall be applied in payment therefor, unless the Unit Owners as hereafter provided elect not to restore the Condominium Property.
- b. Insufficient Insurance. In the event the improvements forming a part of the Condominium Property, or any part thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners elect not to restore the Condominium Property, such repair, restoration or reconstruction shall be undertaken by the Association.
 - i. The cost of repair, restoration or reconstruction in excess of the insurance proceeds shall be borne by the Unit Owners in proportion to their respective percentage of interest in the Common Areas and Facilities. All insured damage to the Condominium Property shall be deemed under-insured in the same proportion.
 - ii. Should any Unit Owner refuse or fail to pay, after reasonable notice, his share of such cost in excess of the 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 and such assessment, if not paid, may be enforced in the same manner as hereinabove provided for the nonpayment of assessments.
 - iii. Provided, however, in the event of damage or destruction, the Unit Owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power may elect not to repair or restore the same. Upon such election, all of the Condominium Property is subject to an action for sale upon partition a the suit of any Unit Owner.
 - iv. In the event of any such sale by partition or other sale of the Condominium Property by agreement of all of the Unit Owners, after such election not to repair or restore the Property, the net proceeds of the sale, together with the net proceeds of insurance 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 is entitled to receive any proration of his share of such proceeds until all liens and encumbrances of his Unit have been paid, released or discharged.

23. REAL ESTATE TAXES. Each Unit and its percentage of interest in the Common areas and Facilities shall be deemed to be a separate parcel for all purposes of taxation and assessments of real property and no other Unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments. Such Unit Owner will be solely responsible for tax bills for his individual Unit.

24. REHABILITATION. 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 same renewed and rehabilitated.

25. REMOVAL OF PROPERTY FROM PROVISIONS OF CHAPTER 5311. The Unit Owners, by their unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311.

26. TENANTS OPTION TO PURCHASE. For any Units that have been rented prior to the filing of this Declaration or that have been rented prior to the filing of an amendment to add the additional property to the Condominium Property, the Declarant shall provide such tenants an option, exercisable within not less than ninety (90) days after notice, to purchase a Condominium ownership interest in the development. Such tenants have been given written notice that they may be required to vacate the premises in one hundred twenty (120) days to facilitate the conversion of the Units they occupy. Any existing tenant leases will be honored for any remaining term.

27. REMEDIES FOR BREACH OF COVENANTS AND RULES.

a. Compliance. All Unit Owners, their tenants, and all persons lawfully in possession and control of any part of the Condominium Property shall comply with all covenants, conditions and restrictions set forth in the Declaration, By-Laws or administrative rules and regulations adopted pursuant to the provisions of the Condominium documents.

b. Abatement and Enjoyment. If any Unit Owner or any occupant of a Unit shall violate any rules or breach any covenant or provision contained in this Declaration or in the By-Laws, the Board of Trustees or its representative, shall have the right in addition to any rights provided by law or hereinafter set forth to:

i. Enter into any Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the Owner of such Unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof or hereof, and the Association or its agents shall not thereby be deemed guilty in any manner of trespass; or To enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach.

c. Involuntary sale. If any Unit Owner, either by his conduct or the conduct of any occupant of his Unit, shall violate any covenant or provisions herein or in the By-Laws contained for any rule adopted by the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, the Association shall have the right, upon the giving of ten (10) days written notice, to terminate the rights of such Unit Owner for occupant to continue as a Unit Owner or occupant and to continue to occupy, use or control his Unit and thereupon a legal action may be filed by the Association against such Unit Owner or occupant for a decree of mandatory injunction against said Unit Owner or occupant or, subject to the prior consent in writing of any mortgagee having an interest in the ownership interest of such Unit Owner, which consent shall not be unreasonably withheld by mortgagee, a decree declaring the termination of the right of such Unit Owner or occupant to occupy, use or control the Unit owned or occupied by him and ordering that all the right, title and the Unit Owner or occupant in his ownership interests therein shall be sold (subject to any encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain such Unit Owner or occupant from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, receiver's fees, reasonable attorney fees and all other expense of the proceeding, and all such items shall be taxed against such Unit -

Owner or occupant in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged, may be paid to the Unit Owner or occupant. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a conveyance of ownership interest or interests therein and to immediate possession of the Unit so conveyed and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such ownership interest or interests therein subject to this Declaration and shall assume or pay any existing mortgages.

28. MISCELLANEOUS PROVISIONS.

- a. Action Without Meeting. Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by all of the members of the Board respectively, which writing or writings shall be filed with or entered upon the records of the Association. Any certificate with respect to the authorization or taking of any such action which is required to be filed with the Recorder of Montgomery County, Ohio shall recite that the authorization of taking such action was in writing or writings approved and signed as specified in this Article.
- b. Retained Interests. Declarant, except in its capacity as a Unit Owner, will not retain a property interest in any of the Common Areas and Facilities after control of the Condominium development is assumed by the Association. The Owners of Condominium ownership interest that have been sold by the Declarant will assume control of the Common Areas and Facilities and of the Association, as provided in the Declaration and the By-Laws.
- c. Deposits and Down Payments. Any deposit or down payment made by a purchaser of a Unit will be held in escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to Declarant. Such deposit or down payment shall not be subject to attachment by creditors of Declarant or purchaser. If a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser, or added to any forfeiture to Declarant.
- d. Copies of Notices to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded mortgage on an ownership interest or interests therein shall be given a copy of any and all notices permitted or required by this Declaration or By-Laws to be given to the Unit Owner or Owners whose ownership interest or interests therein is subject to such mortgage.
- e. Covenants Running with the Land. Each Unit Owner by the acceptance of a deed of conveyance from Declarant accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration, and 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 person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
- f. Termination. Upon the removal of the Condominium Property from the provisions of Chapter 5311 of the Ohio Revised Code, all easements,

covenants and other rights, benefits, provisions and impositions and obligations declared herein to run with the land or any ownership interest or interest therein shall terminate and be of no further force or effect.

- g. Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- h. Severability. The invalidity of any covenant, restrictions, condition, limitation of any other provisions of this Declaration, or of any part of the same, shall not impair affect in any manner the validity and enforceability or effect of the rest of this Declaration.
- i. Liability. Neither the Declarant nor any employee, agent, successor or assign of the Declarant shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with any authority granted or delegated to them or any of them or pursuant to this Declaration or in the capacity of the Declarant, Unit Owner, managing agent or seller of the Condominium Property or any part thereof, whether or not such claim shall be asserted by any Unit Owner, occupant, the Board, the Association, or by the person or entity claiming by or through any of them. 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 Board, the Association, the managing agent or the respective agents, employees, guests, tenants, invitees and servants or by reason of failure to function or disrepair of any utility services, including without limitation, heat, electricity, gas, water, sewerage and light.
- j. Insufficiency of Insurance. In the event the insurance effected by the Association or managing agent on behalf of the Unit Owners and occupants against liability for personal injury or property damage arising from or relating to the Common Areas and Facilities shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Unit Owners, and any Unit Owner who shall have paid all or any portion of such deficiency in any amount exceeding his proportionate share thereof based on his percentage of interest in the Common Areas and Facilities shall have a right of contribution from the other Unit Owners according to their respective percentages of interest in the Common Areas and Facilities. The right to contribution shall not apply to the parts of the Common Areas and Facilities that are designated as Limited Common Areas.
- k. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium development.

IN WITNESS WHEREOF, Woodgrove Condominium Builders,
Inc. has executed this instrument this 27th day of
June, 1988.

In the presence of:

WOODGROVE CONDOMINIUM BUILDERS, INC.


Edw. E. Higgins

Geraldine S. May

BY: Bernard Constantine Pres.
Bernard Constantine, President

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing was acknowledged before me, a Notary Public, in and for said county and state, by Bernard Constantine the President of WOODGROVE CONDOMINIUM BUILDERS, INC. on behalf of said corporation and the same is the free act of said corporation on this 27th day of June, 1988.



Notary Public

R. E. MEYER, Notary Public
in and for the State of Ohio
My Commission Expires June 28, 1993

This instrument prepared by: Benjamin F. Allbery
Attorney at Law
18 W. First Street
Dayton, Ohio 45402



Department of State

The State of Ohio

63485-0609

Sherrod Brown

Secretary of State

EXHIBIT
EXHIBIT B

727433

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

WOODGROVE CONDOMINIUM ASSOCIATION of:

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

Recorded on Roll 6405 at Frame 0609 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 21ST day of JUNE
A.D. 19 88.



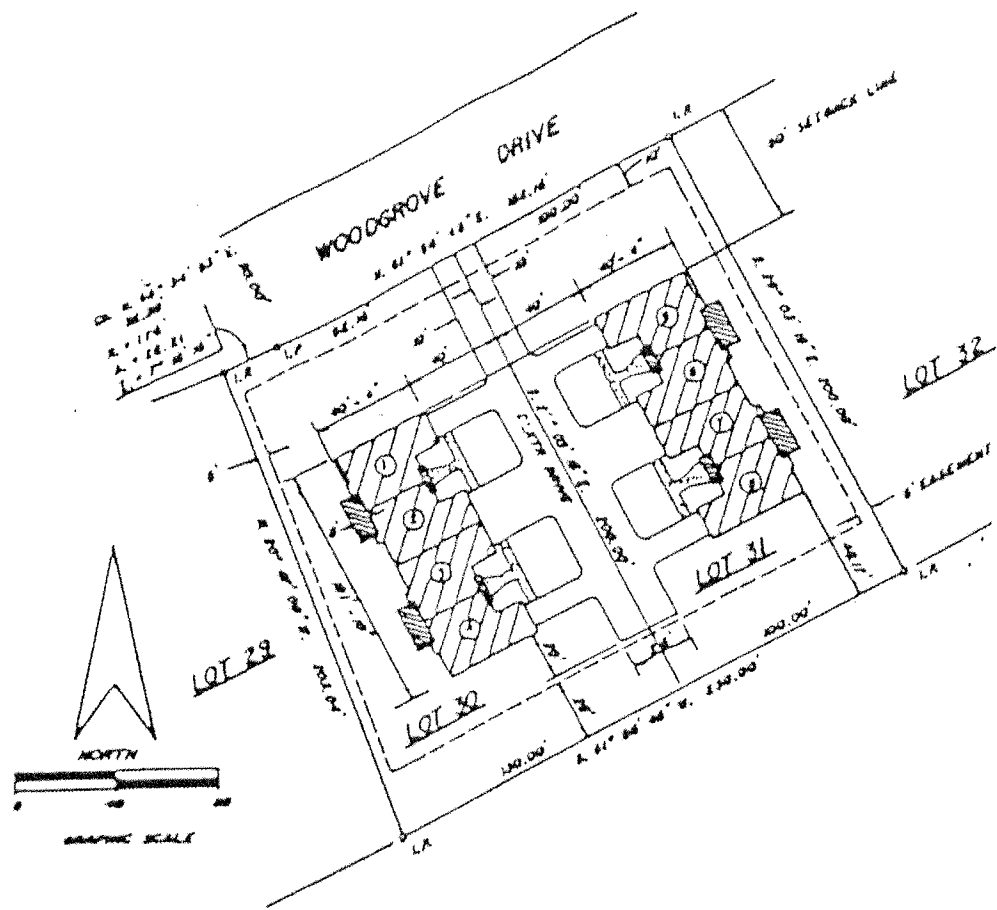
Sherrod Brown
Sherrod Brown
Secretary of State



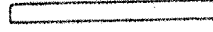
Property Zone Map

Legend (see image below for graphical illustration)

- Solid White Common Areas
Association's Responsibility
 Includes garden area directly outside units, all areas directly behind units (except rear patio slab), sidewalks, yards, driveways, etc.
- Narrow Stripes Limited Common Areas and Facilities
Association's Responsibility
 Includes front porch stoop and rear patio slab.
- Wide Stripes Unit/Garage
 Includes everything inside unit and garage.

EXHIBIT - C-



-  • CONDOMINIUM & GARAGE
-  • LIMITED COMMON AREA
-  • COMMON AREA
- ⊙ • UNIT NUMBER

LOTS 30 & 31, MAPS 11 & 12
 WOODGROVE CONDOMINIUM BUILDERS INC.
 MICROFILM 88-347009