

AMENDED AND RESTATED BYLAWS FOR KING RIDGE II CONDOMINIUM ASSOCIATION

These Amended and Restated Bylaws for King Ridge II Condominium Association were duly adopted by the Association and approved by 75% of the Unit Owners, in accordance with the Declaration at a meeting held on August 14, 2018.

ARTICLE I NAME AND LOCATION

The name of the Association is King Ridge II Condominium Association, ("the Association"), which corporation, not-for-profit, was created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association was also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the Unit Owners' association for Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit Owners (members) and of the Managers of the Association shall be at such place in County, Ohio as the Board of Managers ("the Board"), may from time to time designate.

ARTICLE II DEFINITIONS

All of the terms used in these Bylaws shall have the same meanings as set forth in the Declaration of Condominium Ownership of Condominium ("the Declaration"), recorded simultaneously with these Bylaws in the office of the Recorder of County, Ohio.

ARTICLE III UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. There shall be an annual meeting of the Unit Owners held in Ashland County, Ohio, within the first twenty-one (21) days of August of each year at a place and time determined by the then serving Board.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of Unit Owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit Owner entitled to vote, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the

place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. A quorum shall exist if the Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, represent not less than twenty-five percent (25%) of the voting power of the Association. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power (being at least a quorum) of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium organizational documents or by law.

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

Section 9. Open Meetings. All meetings of the Unit Owners shall be open to all Unit Owners.

ARTICLE IV BOARD OF MANAGERS

Section 1. Managers. There shall be at least three but not more than five Managers of the Association.

Section 2. Qualifications. Except for Managers appointed by Declarant, the only persons qualified to serve as Managers are (i) Unit Owners, (ii) the spouses of Unit Owners, and (iii) if the Unit Owner is not an individual, any principal, member of a limited liability company, partner, director, officer, or employee designated by that Unit Owner as the representative for the non-individual Unit Owner.

Section 3. Removal. Excepting only Managers named in the Articles or selected by Declarant, any Manager may be removed from the Board with or without cause, by a majority vote of the Unit Owners. In the event of the death, resignation or removal of a Manager other than one named in the Articles or a substitute selected by Declarant, that Manager's successor shall be selected by the

remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Manager shall be elected to complete the term of such deceased, resigned or removed Manager. Declarant shall have the sole right to remove, with or without cause, any Manager designated in the Articles, or a substitute selected by Declarant, and select the successor of any Manager so selected who dies, resigns, is removed or leaves office for any reason before the election of Managers by all of the Unit Owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Managers to be elected by the Unit Owners may be made by the Board, a nominating committee appointed by the Board, and from Members from the floor at the Annual Meetings.

Section 5. Election. Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and likewise, those receiving the largest number of votes shall be elected to the longest terms. Terms of Managers shall be staggered as determined by the Board of Managers, with the duration of the term being made known to the Unit Owners prior to the vote. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Manager shall receive compensation for any service rendered to the Association as a Manager. However, any Manager may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two Managers, after not less than three days' notice to each Manager.

Section 9. Attendance by Unit Owners. Regular and special meetings of the Board shall not be open to Unit Owners except when determined by the Board at its discretion by majority vote. The Board also reserves the right to invite or permit individual Unit Owners to attend Board meetings without being required to invite or permit all Unit Owners to attend.

Section 10. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Managers entitled to cast a majority of the voting power of Managers shall constitute a quorum for such meeting.

Section 11. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Managers voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 12. Method of Meeting. A meeting of the Board of Managers 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.

Section 13. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Managers. Those written consents shall be filed with the minutes of the meetings of the Board.

Section 14. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) 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;
- (b) 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 Managers, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
- (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;
- (e) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;
- (f) Cause additional improvements to be made as part of the Common Elements;
- (g) Purchase, encumber, and convey Units, and, subject to any applicable restrictions in the Declaration or Bylaws, 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;
- (h) Acquire, encumber, and convey or otherwise transfer personal property;
- (i) Hold in the name of the Association the real property and personal property acquired pursuant to divisions (g) and (h) of this section;
- (j) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (k) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- (l) Impose interest and late charges for the late payment of assessments; impose returned check charges; and, pursuant to Section 14 of the Declaration, impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the Rules and Regulations of the Association, and reasonable charges for damage to the Common Elements or other property;

- (m) Adopt and amend Rules and Regulations that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;
- (n) Impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments;
- (o) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit;
- (p) To the extent authorized by action of the Board, assign the Association's rights to assessments, or other future income, to a lender as security for a loan to the Association;
- (q) Suspend the voting privileges and use of recreational facilities of a Unit Owner who is delinquent in the payment of assessments for more than thirty days;
- (r) Purchase insurance and fidelity bonds the Managers consider appropriate or necessary;
- (s) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law; and
- (t) Exercise powers that are:
 - (i) Conferred by the Declaration or the Bylaws of the Association on the Board of Managers;
 - (ii) Necessary to incorporate the Association as a not-for-profit corporation;
 - (iii) Permitted to be exercised in this state by a not-for-profit corporation;
 - (iv) Necessary and proper for the government and operation of the Association.
- (u) Take all actions deemed necessary or desirable to comply with all requirements of law and the Condominium Documents;
- (v) Enforce the covenants, conditions and restrictions set forth in the Declaration; and
- (w) Do all things and take all actions permitted to be taken by the Association by law, or the Condominium Documents, not specifically reserved to others.

Section 15. Duties. It shall be the duty of the Board to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs, including the following:
 - (i) Correct and complete books and records of accounting that specify the receipts and expenditures relating to the Common Elements and other common receipts and Common Expenses;
 - (ii) Records showing the allocation, distribution, and collection of the common profits, losses and Common Expenses among and from the Unit Owners;
 - (iii) Minutes of the meetings of the Association and the Board of Managers;
 - (iv) Records of the names and addresses of the Unit Owners and their respective undivided interests in the Common Elements.
- (b) Adopt and amend budgets 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 per cent 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;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) As more fully provided in the Declaration, to:

- (i) fix the amount of assessments against each Unit;
- (ii) give written notice of each assessment to every affected Unit Owner within the time limits set forth in the Declaration; and
- (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;
- (e) Issue, or cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (f) Take all other actions required to comply with all requirements of law and the Condominium Documents.

Section 16. Incorporation of Declaration. To the extent that the Declaration includes powers, duties or procedures applicable to the Board or to the operation and management of the Association generally, and the Condominium Act contemplates that such provisions will be set forth in the Bylaws, the terms and conditions of the Declaration are incorporated by referenced into these Bylaws.

ARTICLE V

OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Manager. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects a qualified successor. Officers shall be elected by the Board of Managers for a term of three (3) years.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.
- (c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI COMMITTEES

The Board may appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII BOOKS AND RECORDS

Section 1. Books and Records of the Association. The books, records, minutes and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for examination and copying by Unit Owners, holders, insurers and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit Owners, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium Documents and the Rules and Regulations governing operation of the Condominium, as well as any other record required to be maintained pursuant to Article IV, Section 16(a) of these Bylaws. The rights set forth in this Article VII, Section 1, shall be subject to reasonable standards set forth in Rules and Regulations the Board promulgates, which may include, but are not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents.

Without limiting the foregoing, the Association is not required to permit the examination and copying of any of the following from books, records, and minutes:

- (a) Information that pertains to Condominium Property-related personnel matters;
- (b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

- (c) 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;
- (d) Information related to the enforcement of the Declaration, Bylaws, or Rules and Regulations of the Association against Unit Owners; and
- (e) Information the disclosure of which is prohibited by state or federal law.

Section 2. Addresses of Members. Within 30 days after a Unit Owner obtains ownership of a Unit, the Unit Owner shall provide the following information in writing to the Association through the Board of Managers: (a) 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; and (b) the name, business address, and business telephone number of any person who manages the Owner's Unit as an agent of that Owner. Within 30 days after a change in any information that is required by this Section, the Unit Owner shall notify the Association, through the Board of Managers, in writing of the change. When the Board of Managers requests, a Unit Owner shall verify or update the information.

ARTICLE VIII

FINANCIAL STATEMENTS

The Board shall cause the preparation and furnishing of a financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

- (a) to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners; and
- (b) upon the request of a holder, insurer, or guarantor of any first mortgage on a Unit.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on July 1st and end on the 30th day of June of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth in the Declaration, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

ARTICLE XI

INDEMNIFICATION

The Association shall indemnify every person who is or has been a Manager, officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Manager, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) 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 (b) in any matter 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 of the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of Managers of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Managers 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 (c) by the Unit Owners, or (d) by the court in which such action, suit or proceeding was brought.

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.

IN TESTIMONY WHEREOF, the undersigned, _____, President of the King Ridge Condominium Association, has caused these Bylaws to be duly adopted on or as of _____, 2018.

King Ridge Condominium Association

By:
Its: President

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE KING RIDGE II CONDOMINIUMS

On July 28, 1994, a Declaration of Condominium Ownership for Southernview Condominiums, Inc. dba King Ridge II Condominiums aka Southern View Condominiums, Inc. was executed and recorded at Ashland County Volume 585, Pages 577-610. Said Declaration was subsequently amended as follows:

May 19, 1995 at Volume 2, Pages 511-533
January 31, 1996 at Volume 22, Pages 335-360
September 20, 1996 at Volume 42, Pages 356-385
February 11, 1997 at Volume 52, Pages 544-558
December 2, 1997 at Volume 80, Pages 41-52
November 24, 1998 at Volume 117, Pages 746-754
September 23, 1999 at Volume 150, Pages 190-204
May 4, 2000 at Volume 170, Pages 545-555
May 23, 2000 at Volume 175, Pages 273-278
December 22, 2000 at Volume 193, Pages 226-228
September 9, 2004 at Volume 421, Pages 214-216, re-recorded at Volume 428, Page 298, and Volume 421, Pages 217-219, re-recorded at Volume 428, Page 304.

This Amended and Restated Declaration of Condominium Ownership (the "Declaration") is made on August 19, 2018, by King Ridge II Condominium Association (the "Association"), a non-profit corporation organized and existing under the laws of the State of Ohio, the duly authorized successor-in-interest to Southernview Condominiums, Inc. dba King Ridge II Condominiums aka Southern View Condominiums, Inc. ("Developer"). The same was approved by the members of the Association at a regular meeting held on August 19, 2018, in accordance with the Declaration, as amended, that was in effect on that date.

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1.15 "Eligible Mortgage Holder" means the holder of a first mortgage on a Unit, which holder has given written notice to the Association requesting notification of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

1.16 "Limited Common Elements" mean those Common Elements reserved to the exclusive use of one Unit or more than one but less than all of the Units, to the exclusion of the other Units, as identified in this Declaration, and is that portion of the Condominium Property constituting "limited common elements" of the Condominium under the provisions of the Condominium Act.

1.17 "Occupant" means any tenant or other person lawfully in possession or control of any part of the Condominium Property, regardless of whether that person is a Unit Owner.

1.18 "Rules and Regulations" mean any rules and regulations from time to time adopted by the Board pursuant to its authority under this Declaration.

1.19 "Special Assessments" mean the special assessments that may be levied by the Association for any deficiency in the Annual Assessments pursuant to Section 14.3(a) or for capital improvements to the Common Elements pursuant to Section 14.3(b).

1.20 "Special Individual Unit Assessments" mean the assessments that may be levied against an individual Unit pursuant to Section 14.3(c) of this Declaration.

1.21 "Unit" and "Units" mean that portion or portions of the Condominium Property designated as a Unit or Units in this Declaration and delineated on the Drawings, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

1.22 "Unit Owner" and "Unit Owners" mean that person or those persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Ohio's non-profit corporation statutory act.

1.23 "Utility Facilities" mean all electrical, gas, water, irrigation, sewer, heating, cooling, ventilating, communications, cable television and other utility systems, and the equipment, apparatus, service lines, pipes, conduits, circuits, wires, ducts and other facilities associated with those systems, located on or serving the Condominium Property in whole or in part.

SECTION 2. SUBMISSION OF CONDOMINIUM PROPERTY; PURPOSE; NAME

2.1 Submission and Plan. Developer previously submitted the Condominium Property to the condominium form of ownership under the Condominium Act by recording the original Declaration and subsequent amendments. The ownership of the Condominium Property is divided into feehold estates; each Unit is a feehold estate owned by the Unit Owner of that Unit, and the Common Elements are a single feehold estate owned by the Unit Owners in the undivided percentages of interests set forth in Section 4.5. The covenants, restrictions and easements contained in the Condominium Documents constitute and are in furtherance of a plan to protect and promote the cooperative aspect of ownership and to facilitate the proper administration of the Condominium Property.

2.2 Purpose. The purpose of the Condominium Documents is to establish separate parcels of the Condominium Property for which fee simple interests may be conveyed, to establish a Unit Owners' association to govern the Condominium Property, to provide for the preservation of values of Units and Common Elements; to protect and promote the benefit, enjoyment, and well-being of Unit Owners and Occupants claiming under them; to administer and enforce the covenants, restrictions, and easements contained in the Condominium Documents; and to raise funds for these purposes.

2.3 Name. The name by which the Condominium shall be known is the King Ridge II Condominiums.

SECTION 1. DEFINITIONS

In addition to any other definitions set forth in this Declaration, the following terms shall, for purposes of this Declaration, have the meanings indicated below:

1.1 "Annual Assessments" mean the charges for annual Common Expenses of the Association determined pursuant to Section 14.2(a) of this Declaration, including any supplemental charges for any deficiency in the funds collected by the Association.

1.2 "Assessments" mean the Annual Assessments, the Special Assessments, and the Special Individual Unit Assessments.

1.3 "Association" means the King Ridge II Condominiums Owners Association, a non-profit corporation, organized and existing under the laws of the State of Ohio.

1.4 "Board" and "Board of Managers" mean those persons who, as a group, serve as the board of Managers of the Association pursuant to the provisions of the Declaration, the Bylaws, and the Condominium Act.

1.5 "Bylaws" mean the bylaws of the Association, and any lawful amendments to those bylaws, created for the Condominium as required by the Condominium Act, and which also serve as the code of regulations of the Association pursuant to Chapter 1702 of the Ohio Revised Code. The Amended and Restated Bylaws are attached to this Declaration as **EXHIBIT B**.

1.6 "Common Elements" mean all of the Condominium Property except those portions described in this Declaration or the Drawings as constituting a Unit or Units.

1.7 "Common Expenses" means those expenses designated as such in the Condominium Act, or in accordance with the provisions of the Condominium Documents, or both.

1.8 "Condominium" means the condominium form of ownership for the Condominium Property created under this Declaration, the Bylaws, and the provisions of the Condominium Act.

1.9 "Condominium Act" means the Ohio condominium act presently codified in Chapter 5311 of the Ohio Revised Code, and any amendments or supplements to that act.

1.10 "Condominium Documents" mean the Articles of Incorporation for the Association, the Bylaws, as amended, the Drawings and this Declaration, as amended.

1.11 "Condominium Property" means the real property described in **EXHIBIT A** attached to this Declaration. The Condominium Property also includes all present and future buildings, fixtures, improvements and structures located on the real property, all items of personal property located on the real property and designated by Developer as being included in the Condominium Property, and all easements, rights, privileges and appurtenances belonging to the real property. The Condominium Property encompasses all of the Units and all of the Common Elements.

1.12 "Developer" means Southernview Condominiums, Inc., dba King Ridge II Condominiums aka Southern View Condominiums Inc., a corporation, which was organized and existing under the laws of the State of Ohio.

1.13 "Director" and "Managers" mean that person or those persons serving, at the time pertinent, as a director or Managers of the Association, and mean that same person or those persons serving in the capacity of a member of the board of Managers of the Association, as defined in the Condominium Act.

1.14 "Drawings" mean the drawings for the Condominium filed simultaneously with the submission of this Declaration for recording, copies of which are attached to this Declaration as **EXHIBIT C**, and any lawful amendments to those drawings.

4.3 Common Elements. The entire balance of the Condominium Property, including but not limited to, all buildings, foundations, roofs, main and supporting walls, sewer pipes, water mains, pumps, trees, lawns, gardens, pavement, wires, conduits, utility lines and ducts now or hereafter situated on the Condominium Property constitutes Common Elements.

4.4 Limited Common Elements. The Limited Common Elements consist of those portions of the Common Elements that are designated as Limited Common Elements in this Declaration and the attached Drawings. The Limited Common Elements include certain parking areas and patios that are entirely for the benefit of or serve only a particular Unit, as shown as Limited Common Elements on the Drawings.

4.5 Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners. The percentage of ownership of the Common Elements attributable to the ownership interest in each Unit shall be as set forth in the Schedule of Units, attached hereto as **EXHIBIT D**.

The percentage interests shall remain constant and shall not be changed except by an amendment pursuant to the terms of this Declaration, or as otherwise permitted by law. Ownership of the Common Elements shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements appertaining to a Unit shall not be separated from that Unit, and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed, mortgage, lease or other instrument of conveyance or encumbrance.

Each Unit Owner shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his/her Unit as a place of residence, including the non-exclusive easement, together with other Unit Owners to the use and enjoyment of the common areas and facilities and for ingress and egress to and from the respective Units, which rights shall be appurtenant to and shall run with each Unit.

The Association has the right, but not the obligation, to promulgate rules and regulations regarding the use of the Common Elements, including but not limited to the levying of fines against Unit Owners that violate such rules and regulations. The Association may limit the use of Common Elements to members of the Association and their respective families, guests, and invitees. Such use may be conditioned upon payment of assessments and compliance with the Declaration, Bylaws, and the Rules and Regulations.

4.6 Partition. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from the terms of the Condominium Act or from the terms of any statute applicable to condominium ownership.

SECTION 5. THE ASSOCIATION

5.1 Establishment and Membership. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association, and no party other than a Unit Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Transfer of a Unit shall automatically transfer membership to the new Unit Owner and terminate the membership of the prior Unit Owner. Upon becoming a member, each Unit Owner shall pay a one-time fee of \$100,000 to the Treasurer of the Association for such membership.

5.2 Voting Rights. Each Unit Owner shall have one vote for each Unit owned by that Unit Owner, regardless of the percentage interest in the Common Elements appurtenant to that Unit. If a Unit has more than one Unit Owner, the total vote for that Unit shall not be affected, and the Unit Owners shall each have a share of the vote based upon his or her percentage of ownership of that Unit.

5.3 Board of Managers. The Board of Managers of the Association shall be elected as provided in the Bylaws, attached hereto at Exhibit B.

SECTION 3. IMPROVEMENT DESCRIPTIONS

3.1 Description of Buildings. The Condominium Property includes twenty (20) buildings which include a total of sixty (60) units, as described in the drawings, attached hereto at Exhibit C.

3.2 Unit Designations. The Units in the building(s) are described in the drawings, attached hereto at Exhibit C.

SECTION 4. DIVISION OF CONDOMINIUM PROPERTY

4.1 Reference to Drawings. The Drawings for the Condominium Property are attached hereto as Exhibit C.

4.2 Composition of Units. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls (except for the walls between two Units on the same floor), the center of any dividing wall between two Units on the same floor, the unfinished surface of the concrete floor, and the unfinished interior surface of the ceiling, all projected, if necessary by reason of structural divisions such as structural columns, to constitute a complete enclosure of space, and all improvements within that space (except as described below).

Without limiting the generality of the foregoing, each Unit shall include:

- (a) the portion of any nonstructural wall, from the center of the wall inward, that divides the Unit from another Unit on the same floor, other than the outside wall of the building, including all components of the wall and the space occupied by the same;
- (b) all interior nonstructural walls and partitions, including drywall as well as finishes, and including all components of the walls and the space occupied by them;
- (c) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to ceilings and floors, and interior and perimeter walls and carpets, and the drywall, paneling and other finishing material attached to the perimeter walls;
- (d) any interior and perimeter windows, screens and doors, including the frames, sashes, sills, jambes, glass, molding, trim and hardware, and the space occupied by those items;
- (e) all fixtures and appliances installed for the exclusive use of that 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, including, without limitation, built-in cabinets, dishwashers, garbage disposal units, trash compactors, refrigerators, stoves and hoods, television antennas and cables, smoke detectors, hot water heaters (if any) serving only one Unit, heat pumps, air-conditioning units, and their components, if any (even if located outside of the bounds of the Unit), serving only that Unit;
- (f) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and roof decks which service either the Unit or the fixtures located in the Unit, together with the space occupied by those items;
- (g) all Utility Facilities that serve either the Unit or the fixtures located in the Unit, and which are located within the bounds of the Unit or within the exterior walls of that Unit, from the point of disconnection from the Utility Facilities serving the entire building or more than one Unit;

excluding, however, all of the following items located within the bounds of that Unit:

- (1) any structural element of the building; and
- (2) all plumbing, electric, heating, cooling and other Utility Facilities that serve any other Unit.

Owner shall take corrective action within ten days of receiving said notice. If the Unit Owner fails to take corrective action within that time period, the Association may take the corrective action and charge the expense as a Special Individual Unit Assessment. Any objects, fixtures, or items removed by the Association shall be stored at the Unit Owner's expense and returned to the Unit Owner, upon the Unit Owner's payments of all fees due to the Association.

(h) For clarification all patios and decks shall be solely maintained and repaired by the Unit Owner and shall be the responsibility of the Unit Owner. In addition all sunrooms with metal roofs are not part of the original construction and shall be considered a part of the Unit, not the Common Elements, and shall be the responsibility of the Unit Owner. Any other add on improvement or feature that was not part of the originally constructed Condominium Property shall be a part of the Unit and the sole responsibility of the Unit Owner.

6.3 Party Walls. If at any time a Unit Owner of a Unit that is attached to another Unit shall determine that the party wall between the attached Units is in need of substantial repair and/or replacement, such Unit Owner shall notify the adjoining Unit Owner of such determination. If the Unit Owners agree that the party wall requires substantial repair and/or replacement, the cost of such party wall repair and/or replacement shall be shared equally by those Unit Owners.

If the adjacent Unit Owners are unable to agree that the party wall requires substantial repair and/or replacement, the party requesting the repair and/or replacement shall submit a written request to the Board for a determination that such repair and/or replacement is necessary along with two estimates of the cost of such repair and/or replacement work from Unit party contractors. The Board shall issue a written determination within 30 days stating (a) whether such repair and/or replacement is necessary, and (b) if necessary, which contractor shall be awarded the work or whether additional estimates are required. If the Board determines that such repair and/or replacement is necessary, the cost of such repair and/or replacement shall be shared equally by the affected Unit Owners. The Board alternatively may, in its discretion, determine that the costs should be divided on an unequal basis (in which event the Board shall specify the percentage of responsibility of each affected Unit). Each party shall pay its percentage share of the estimated cost of the work to the Board within 30 days after the Board's determination. If any Unit Owner shall fail to pay for its share of the cost of such work in a timely manner, such Unit Owner's share of the cost shall constitute a Special Individual Unit Assessment on the Unit owned by such Unit Owner. Within 60 days after the Board's determination, the repair and/or replacement work shall be contracted for by and in the name of the Board. If the cost of such repair and/or replacement exceeds the estimated cost, each Unit's applicable percentage of the excess cost shall constitute a Special Individual Unit Assessment on that Unit. If the cost of such repair and/or replacement is less than the estimated cost, the Board shall return the applicable percentage of the surplus to the non-defaulting Unit Owner.

6.4 Utilities. Each Unit Owner, by acceptance of a deed to a Unit, agrees to pay for utility services separately metered or separately charged by the utility company to that Unit.

SECTION 7. INSURANCE

7.1 Hazard Insurance Coverage. The Association shall obtain, for the benefit of all Unit Owners, insurance on all buildings, structures or other improvements now or at any time hereafter constituting part of the Condominium Property against loss by damage or fire, lightning, and such perils as are at this time comprehended within the term "extended coverage," and vandalism and malicious mischief in an amount not less than the replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as Trustee for each of the Unit Owners in accordance with the percentage ownership in the Common Elements set forth in Exhibit D.

Such insurance by the Association shall be without prejudice to the right of a Unit Owner to obtain individual contents of chatted property insurance, but no Unit Owner may at any time purchase

5.4 Authority. Except as otherwise specifically provided, the Board and the officers of the Association shall exercise the powers, discharge the duties and be vested with the rights provided by the Condominium Documents and by law.

5.5 Service of Process. The Association shall receive all service of process and notices required to be given under the Condominium Documents at their registered address.

SECTION 6. MAINTENANCE AND UTILITIES

6.1 General. Except as otherwise provided in the Condominium Documents, the Association shall maintain and repair the Common Elements, including but not limited to Utility Facilities serving more than one Unit, and all structural and exterior elements of the Condominium Property that are a part of the Common Elements.

6.2 Unit Owners' Duties. Except as otherwise provided in the Condominium Documents, each Unit Owner shall:

(a) Repair, replace, maintain, and clean the Unit, and all components of the Unit owned by such Unit Owner. If a Unit Owner shall fail to make any such repair or perform such replacement, maintenance, or cleaning or in the event the need for maintenance, repair, or replacement of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, and the cost of maintenance, repair, or replacement is not covered by insurance, the cost of such maintenance, repair, or replacement shall constitute a Special Individual Unit Assessment on the Unit owned by that Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

(b) Perform his/her maintenance responsibilities in such a manner so as not to unreasonably disturb other persons residing at the Condominium Property.

(c) Not paint or otherwise decorate or change the appearances of any portion of the Condominium Property not within the perimeter walls of the Unit, unless written consent of the Board has been obtained.

(d) Promptly report to the Board any defect or need for repairs, the responsibility for the remedying of which is the Association.

(e) Not make any alterations in any portions of the Unit or the Condominium Property which are to be maintained by the Association or on the Common Elements which would or may jeopardize or impair the safety or soundness of any of the buildings located on the Condominium Property without first obtaining the written consent of the Board.

(f) Not impair any easement without first obtaining the written consent of the Board.

(g) Remove at his/her own expense any object, fixture or item on or under any Common Elements, which the Unit Owner or his/her tenants or guests caused to be placed on or under the Common Elements and which is in violation of any provision of the Condominium Documents, whether the object, fixture or item is above or below the ground or affixed to any part of the Common Elements. If removal of any such object, fixture or item damages any part of the Common Elements, the Unit Owner shall repair or replace the same at his/her own expense.

Any Unit Owner who is required to act pursuant to this section shall be notified in writing of the violation and the action to be taken to correct the violation. The Unit

of such repair, restoration or reconstruction. However, if the Unit Owners are entitled under Section 8.4 to elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, and the Unit Owners do so elect, then the repair, restoration or reconstruction shall not be undertaken, and the insurance proceeds shall instead be applied in accordance with Section 8.4.

8.2 Insufficient Insurance. If any improvements forming a part of the Condominium Property suffer damage or destruction from any cause or peril that is not insured against by the Association, or, if insured against, the insurance proceeds from which will not be sufficient to pay the cost of repair, restoration or reconstruction, then (unless the Unit Owners within 90 days after such damage or destruction, if they are entitled to do so pursuant to Section 8.4, elect to withdraw the Condominium Property from the provisions of this Declaration) the repair, restoration or reconstruction of the Condominium Property so damaged or destroyed shall be undertaken by the Association (a) at the expense of all of the Unit Owners in the same proportions in which they own the Common Elements, in accordance with the provisions of Section 8.3, or (b) to the extent applicable, at the sole expense of the responsible Unit Owner, as provided in Section 6.2. If any Unit Owner refuses or fails after reasonable notice to pay his or her share of the cost in excess of available insurance proceeds, then that Unit Owner's share may be advanced by the Association and the amount so advanced shall be assessed to that Unit Owner. This assessment shall have the same force and effect and, if not paid, may be enforced in the same manner, as provided below for the nonpayment of assessments.

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

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

8.4 Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of 70% or more of the Units, the Unit Owners may, by affirmative vote of not less than seventy-five percent (75%) of the voting power, elect not to repair or restore the damage or destruction. The Condominium Property shall then be subject to an action for sale as upon partition at the suit of Unit Owners exercising a majority of the voting power of the Unit Owners. In the event of a partition sale of the Condominium Property under these circumstances, any net proceeds of the sale, any net proceeds of insurance, and any other indemnity arising because of the damage or destruction are considered as one fund for distribution to all Unit Owners in proportion to their undivided interests in the Common Elements appurtenant to their Units. No Unit Owner shall receive any portion of those proceeds until all liens and encumbrances on the Unit, except taxes and assessments of political subdivisions not then due and payable, are paid, released or discharged.

SECTION 9. EMINENT DOMAIN

9.1 Standing. Except as provided below, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle the loss with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgages as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to

individual policies of insurance on his/her Unit or interest in the Common Elements as real property unless the Association shall be named in such policy.

Such policy of insurance may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any Unit. Such policy of insurance shall be written with a company licensed to do business in the State of Ohio and holding a rating of "AAA" or better by Best's Insurance reports. Such policy shall also provide for the release of the insurer thereof of any and all rights of subrogation or assignment and all causes and rights to recovery against any Unit Owner, member of his/her family, tenant or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

The cost of the Hazard Insurance Policy, as well as any other insurance obtained by the Association pursuant to this Section 7 and any deductibles determined by the Board to be properly charged to the Association, shall be a Common Expense.

7.2 Public Liability Insurance. The Association shall insure itself, the Board of Managers and all Unit Owners against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about or arising from or related to the Common Elements. This insurance shall afford protection to a single limit of not less than \$300,000.00 with respect to bodily injury, disease, illness, or death suffered by any one person; a total limit of not less than \$500,000 with respect to any one occurrence; and a limit of \$25,000.00 with respect to damage to or destruction of property arising out of any one accident.

The policy of this insurance (the "Liability Insurance Policy") shall include such other risks as are customarily covered with respect to developments similar to the Condominium Property in construction, location and use, as determined by the Board. The Liability Insurance Policy shall include, if available, a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association, the Board or other Unit Owners.

The Liability Insurance Policy shall require written notice to the Association, and to each holder of a first mortgage on any Unit who has requested to be listed as a scheduled holder of a first mortgage in the Liability Insurance Policy, not less than 30 days before any expiration, substantial modification or cancellation of coverage. The Liability Insurance Policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units.

7.3 Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, Managers' and officers' liability insurance, and such other insurance as the Board may determine.

7.4 Insurance Representative, Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds, the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purposes. The Association shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

SECTION 8. DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

8.1 Sufficient Insurance. If any improvements forming a part of the Condominium Property suffer damage or destruction from any cause or peril insured against by the Association and the proceeds payable under the policy or policies insuring against that loss are sufficient to pay the cost of repair, restoration or reconstruction, then the repair, restoration or reconstruction shall be undertaken by the Association in accordance with the original plans and specifications for the Condominium Property. The insurance proceeds shall be applied by the Association in payment

SECTION 11. REMOVAL FROM CONDOMINIUM OWNERSHIP

Except as otherwise provided in Section 8.4, the Unit Owners, by unanimous affirmative vote, may elect to remove the Condominium Property from the provisions of the Condominium Act. In the event of this election, all liens and encumbrances, except taxes and assessments of political subdivisions not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, modified or discharged, and a certificate setting forth that the election was made shall be recorded with the Recorder of Ashland County, Ohio. The certificate shall be signed by the President of the Board, who shall certify in the certificate under oath that all liens and encumbrances, except taxes and assessments of political subdivisions not then due and payable, upon all or any part of the Common Elements, have been paid, released, modified or discharged. The certificate shall also be signed by the Unit Owners, each of whom shall certify in the certificate under oath that all liens and encumbrances on the Unit Owner's Unit have been paid, released, modified or discharged, except taxes and assessments of political subdivisions not then due and payable. Upon removal of the Condominium Property from the Condominium Act, the Condominium Property shall be owned in common by the Unit Owners. The undivided interest in the Condominium Property owned by each Unit Owner shall be the percentage of interest in the Common Elements previously owned by that Unit Owner.

SECTION 12. GRANTS AND RESERVATIONS OF EASEMENTS

The Condominium Property shall be subject to the following easements:

12.1 Use of Common Elements. Each Unit Owner and any Occupant claiming under the Unit Owner shall have a non-exclusive easement to use the Common Elements in accordance with the purposes for which they are intended, subject, however, to the Rules and Regulations and to the lawful rights of the other Unit Owners. This easement includes, but is not limited to, a non-exclusive easement for each Unit to use the Utility Facilities that are part of the Common Elements and serve that Unit in whole or in part.

12.2 Right of Entry for Repair, Maintenance and Restoration. The Association shall have the right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant to this Declaration with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its apartment/limited Common Elements may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Unit no less than 24 hours advance notice prior to entering a Unit or its apartment/limited Common Elements. No maintenance, repair or service by the Association of any portion of a Unit shall be authorized unless it is necessary in the opinion of the Board for public safety or in order to prevent damage to or destruction of any other part of the Condominium Property.

12.3 Easements for Encroachments. Each Unit and the Common Elements shall be benefited by and subject to easements for encroachments on and/or from any other Unit or the Common Elements created or arising by reason of overhangs, deviations in construction, reconstruction or repair, shifting, settlement or movement of the structures, or errors in the Drawings. Easements for these encroachments and for the maintenance of same shall exist for as long as the encroaching structures remain.

12.4 Easement for Support. Every portion of the buildings, Utility Facilities and improvements on the Condominium Property contributing to the support of other portions of the buildings or to the Utility Facilities or improvements located in other portions of the Condominium Property, shall be burdened with an easement of support for the benefit of the other portions of the buildings and the Utility Facilities and improvements located in the other portions of the Condominium Property.

12.5 Easements for Utilities. The Association is granted an easement upon, over and under all of the Condominium Property for ingress and egress to, and the installation, replacing, repairing and maintaining of, all Utility Facilities that are part of the Common Elements. By this easement it shall be permissible for the providing utility company to construct and maintain the necessary

that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential loss, that Unit Owner may, at his, her or its election, separately pursue such claim, provided that the pursuing of the same, or the realization of such an award, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability of the Unit, nor diminishes any award for any such loss.

9.2 Use of Proceeds. The award or proceeds of settlement in any such proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the Eligible Mortgage Holders on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders appertain. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient, in the judgment of the Board, such excess cost shall be a Common Expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as provided below, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and distributed to the Unit Owners, and their first mortgages, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements. Notwithstanding the foregoing, if as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her or its mortgage, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgage, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the Owners of the same, shall be immediately and automatically divided of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for Common Expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

9.3 Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Section 9 with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

SECTION 10. REHABILITATION AND SUBSEQUENT IMPROVEMENTS

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

(d) The Common Elements shall be kept free of rubbish, debris and other unsightly materials. All trash or other rubbish shall be deposited only in covered, sanitary containers placed by the Association on the Common Elements.

13.3. Limited Common Elements Uses. Except as specifically provided otherwise in this Declaration, those portions of the Common Elements described in this Declaration or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, subject to the restrictions on use set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

13.4. Parking Rules. The Board may promulgate regulations restricting the parking, loading and unloading of automobiles and other vehicles on the Common Elements and may enforce such regulations or restrictions by levying fines or enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

13.5. Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Elements that is unusually hazardous in relation to ordinary residential uses, or that will increase the rate of insurance on the buildings or their contents, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements that will result in the cancellation of insurance on the buildings or their contents, or that would be in violation of any law. No waste shall be committed in the Common Elements.

13.6. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done in those areas, either willfully or negligently, that may be or become an annoyance or nuisance to the Unit Owners or Occupants.

13.7. Laundry. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any Unit or on the Condominium Property.

13.8. Impairment of Structural Integrity of Building. Except as otherwise permitted under this Declaration, nothing shall be done in any Unit or in the Common Elements that will impair the structural integrity of any building, or structurally change any building, or jeopardize or impair the safety or soundness of any building.

13.9. Architectural Control. Except as specifically provided in this Declaration, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, nor shall any exterior addition to or change or alteration of any such structures be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography.

13.10. Animals and Pets. Except as provided in this paragraph, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, Unit Owners may have two or less indoor household pets, provided that: (i) no animals shall be permitted in any portion of the Common Elements except on a leash maintained by a responsible person; and (ii) the permitting of animals on the Common Elements shall be subject to such rules and regulations as the Board may from time to time promulgate. The Board may levy fines or other appropriate penalties for any violation hereof.

13.11. Prohibited Activities. Except as otherwise provided in this Declaration or permitted by the Board in writing, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property.

13.12. Exterior Appearance. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio or television antenna or article of any kind whatsoever shall be

Utility Facilities upon, over and under the Condominium Property, as long as those Utility Facilities do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such an easement without conflicting with the terms of this Section.

12.6. Easement for Services. A non-exclusive easement is granted to all police, fire fighters, ambulance operators, mail carriers, delivery persons, garbage and trash removal personnel and all persons performing similar functions, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties.

12.7. Easements for Garages and Parking. An easement is granted and created for ingress and egress into and from each Unit Owner's garage for the benefit of said Unit Owner and his/her guests. No other Unit Owner(s) may block or deny access, ingress, or egress to another Unit Owner to said Unit Owner's garage. Further easements are granted for the benefit of all Unit Owners and their guests to park automobiles for a period of no more than forty-eight (48) hours in designated parking areas in the Common Elements. The Board may adopt additional rules governing the parking of automobiles and other items in driveways.

12.8. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, for that Unit Owner and all mortgagees, Occupants and other persons claiming under the Unit Owner, irrevocably appoints the Association as his or her attorney-in-fact to execute, deliver, acknowledge and record, for and in the name of the Unit Owner, mortgages, Occupants and other persons, such deeds of easement and other instruments as may be necessary or desirable in the sole discretion of the Board's authorized representative, to further establish or effectuate the easements in this Section. This power is for the benefit of each and every Unit Owner, the Association and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

12.9. Other Easements. The easements created under this Section 12 are in addition to any other easements that affect the Condominium Property or are established pursuant to this Declaration.

SECTION 14. COVENANTS AND RESTRICTIONS; RULES AND REGULATIONS

The Condominium Property shall be subject to the following covenants and restrictions:

13.1. Unit Uses. Each Unit shall be used as a residence for a single family and for no other purpose. However, a Unit Owner may use a portion of his Unit for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant. Units shall be occupied by persons that are fifty-five (55) or older. No children are permitted as permanent residents. The Board may adopt special exceptions on a case-by-case basis.

13.2. Use of Common Elements. The Common Elements shall be used only in accordance with the purposes for which they are intended and no Unit Owner or Occupant shall hinder or encroach upon the lawful rights of other Unit Owners or Occupants. This restriction includes, but is not limited to, the following:

- (a) Except as provided in this Declaration, there shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements, without the prior consent of the Association.
- (b) In using the Common Elements, no Unit Owner or Occupant shall violate any provisions of this Declaration, the Bylaws or the Rules and Regulations.
- (c) Nothing shall be altered or constructed in or removed from the Common Elements except as otherwise provided in this Declaration or except with the prior consent of the Association.

14.1. Division of Association Assessments and Common Profits and Losses:

(a) **BASE ASSESSMENT.** The Board may from time to time levy a Base Assessment against all Units equally to fund Common Expenses which are substantially equal to all Units, including but not limited to, snow removal, water bills, lawn, tree, and landscape care, and minor repairs.

(b) **PROPORTIONATE ASSESSMENT.** The Board may levy a Proportionate Assessment against all Units in proportion to the replacement value of each Unit as the replacement Value of each Unit relates to the total replacement value of all units. Four (4) categories of Units have been established:

- (1) 2 Bedroom Unit
- (2) 2 Bedroom Unit with additional room
- (3) 3 Bedroom Unit
- (4) 3 Bedroom Unit with additional room

Replacement value shall be determined based upon the category of the Unit, by an appraisal performed by a reputable insurance company employed by the Association for the purpose of providing Hazard Insurance to the Association and the premiums for such insurance charged pursuant to such appraisal.

The Proportionate Assessment levied to each Unit shall be the Unit's proportionate share of a combination of the following:

- (1) The Association's annual insurance premium; and
- (2) Actual repair, maintenance, and replacement costs, less any amount applied toward such expenses from any reserve fund set aside by the Association for such expenses.

(c) **COMMON PROFITS AND LOSSES.** The proportionate shares of the separate Unit Owners in the common profits and common losses of the operation of the Condominium Property is based upon the proportionate fair market value that each Unit bears to the aggregate fair market value of all Units, as determined by the method set forth in 14.1 (b), above.

(d) **PERSONAL LIABILITY.** Without limiting the Association's lien rights under this Declaration, each Unit Owner is personally liable for the payment of any Assessments becoming due with respect to his or her Unit during the time that the Unit Owner owns the Unit, and for any late charges or other fees attributable to those Assessments.

14.2. Annual Assessments, Special Assessments and Special Individual Unit Assessments:

(a) **ANNUAL ASSESSMENTS.**

(1) Prior to the beginning of each fiscal year of the Association, the Board shall estimate the Common Expenses of the Association. Such estimate may include, without limitation, a working capital fund and other reserves as provided in the Bylaws.

(2) The Board shall allocate to each Unit that Unit's share of all of these items in accordance with 14.1 (a) and (b). For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(3) The Annual Assessment shall be paid in the manner provided in the Bylaws.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board as a Special Assessment among the Units on the same basis as set forth above, either as a single payment in the full amount of the deficiency or in installments over such period of time as the Board may determine. Special Assessments for any such deficiency shall be allocated on the basis of each Unit's individual interests in the Common Elements.

(5) If Assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been

affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Association, other than those originally provided by the Developer.

All plans for patio enclosures, decks, sunrooms, skylights, or any other modification to a Unit must be submitted to the Board for approval prior to the commencement of any construction. Requests for such modifications to a Unit may be considered for approval by the Board under the following terms and conditions:

- (a) The modification must be of quality construction, compatible with the style, color and size of the condominium unit;
- (b) The modification must not impair the integrity of the building or of the other Units; and
- (c) The modification must be maintained, kept in repair at all times, and insured by the Unit Owner at his/her own expense with no expense to the Association.
- (d) The modification must be insured by the Unit Owner, at the Unit Owner's sole cost and expense. The Association assumes no liability for the modification.

13.13. **Rental of Units.** No Unit or part of a Unit, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as rental for any period less than thirty (30) days. Other than the foregoing obligations, Unit Owners may lease the Unit, provided that the lease agreement shall require the lessee to abide by the terms of the Declaration, Bylaws, and Rules and Regulations, and provides that the Board may dispose or otherwise act for the Unit Owner in case of default under the lease or for violation of the Declaration, Bylaws, or Rules and Regulations. The Unit Owner shall continue to be liable for all obligations related to his/her ownership of the Unit. Copies of all leases shall be delivered to the Board.

13.14. **Conveyances.** Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions of the Condominium Documents. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance.

To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner shall, within thirty (30) days after the Unit Owner obtains ownership of the Unit, provide the following information in writing to the Association to the Board of Managers: (a) the home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Units; and (b) the name, business address and business telephone number of any person who manages the Owner's Unit as an agent of that Unit Owner. Within thirty (30) days after a change in any information required by this Section, the Unit Owner shall notify the Association, through the Board of Managers, in writing of the change. When the Board of Managers requests, a Unit Owner shall verify or update the information.

13.15. **Hearing.** In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days after receipt of the complaint, and give written notice to each affected party no less than three days in advance. The Board shall hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days after the hearing. No action at law may be instituted by either party to such a dispute unless arbitration pursuant to this provision has first been had.

13.16. **Rules and Regulations.** The Association shall have the right to adopt reasonable Rules and Regulations governing the use and occupancy of the Condominium Property consistent with the provisions of this Declaration and the Bylaws. The Rules and Regulations shall have the same force and effect and be enforceable in the same manner and to the same extent as the covenants and restrictions contained in this Declaration.

SECTION 14. ASSESSMENTS

(c) To request a hearing, the Owner shall deliver a written notice to the Board of Managers not later than the tenth day after receiving the notice required by Section 14.3(c). 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 Managers shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

The Board of Managers shall not levy a charge or assessment before holding any hearing requested pursuant to this Section 14.3(c).

(d) Within thirty days following a hearing at which the Board of Managers imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Unit Owner.

(e) Any written notice that this Section 14.4 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.

(f) Charges or assessments imposed pursuant to this Section shall be considered Special Individual Unit Assessments.

14.4. Nonuse of Facilities. No Unit Owner may exempt himself or herself from liability for his or her contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit.

14.5. Lien of Association.

(a) The Association has a lien upon the estate or interest of the Owner in any Unit and the appurtenant undivided interest in the Common Elements for the payment of any of the following expenses that are chargeable against the Unit and that remain unpaid for ten days after any portion has become due and payable:

(i) The portion of the Common Expenses chargeable against the Unit (whether assessed as Annual Assessments, Special Assessments or Special Individual Unit Assessments); and

(ii) Interest, administrative late fees, enforcement assessments, and collection costs, reasonable attorney's fees, and paralegal fees the Association incurs.

(b) The Association shall credit payments made by a Unit Owner for the expenses described in Section 14.5(a)(i) and (ii) in the following order of priority:

(i) First, to interest owed to the Association;

(ii) Second, to administrative late fees owed to the Association;

(iii) Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association;

(iv) Fourth, to the principal amounts the Unit Owner owes to the Association for the Common Expenses or penalty assessments chargeable against the Unit.

(c) This lien shall become effective from the time a certificate of lien in the form described below, is filed with the Recorder of County, Ohio, pursuant to authorization given by the Board of Managers. The certificate shall contain a description of the Unit, the name of the record owner of the Unit, and the amount of the unpaid portion of the Common Expenses, and subject to subsequent adjustments, any unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees. The certificate shall be subscribed by the president or other designated representative of the Association. The lien shall remain valid for a period of 5 years from the time of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property, or discharged by the final judgment or

collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(b) SPECIAL ASSESSMENTS.

(1) In addition to the Annual Assessments, the Board may levy, in any fiscal year, Special Assessments for capital improvements to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves are insufficient, provided that new capital improvements (not including replacement of existing improvements) shall not be constructed nor funds assessed for the same, if the cost in any fiscal year would exceed \$5,000.00, without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners.

(2) Any such Special Assessments for capital improvements shall be charged as a Base Assessment or a Proportionate Assessment, in the discretion of the Board with consideration given to the nature of the capital improvement.

(3) To the extent that this Declaration calls for costs to be assessed to the Unit Owners as Common Expenses that are neither Annual Assessments nor Special Individual Unit Assessments (including, for example, but not limited to, costs assessed when there are insufficient funds to restore the Condominium Property after a casualty, or upon an election by the Unit Owners to renew or rehabilitate the Condominium), the Common Expenses charged to the Unit Owners shall be deemed Special Assessments, which shall be prorated among the Unit Owners and payable in the same manner as other Special Assessments.

(c) SPECIAL INDIVIDUAL UNIT ASSESSMENTS. The Board may levy Special Individual Unit Assessments against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms of this Declaration to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, and a Unit Owner's enforcement and arbitration charges). Any such Special Individual Unit Assessments shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject to that assessment.

14.3. Late Charges and Enforcement Assessments.

(a) The Association may impose a late charge against any Unit Owner who fails to pay any amount assessed by the Association against that Unit Owner or his or her Unit when due, if that failure is not cured within 10 days after written notice from the Association. The late charge shall be 10% of the amount in default, but in no event greater than any maximum amount established by law. The Board also reserves the right to impose returned check charges and, pursuant to the following paragraph, impose reasonable enforcement assessments for violation of the Declaration, the Bylaws or the Rules and Regulations, and reasonable charges for damage to the Common Elements or other property.

(b) Prior to imposing a charge for damages or an enforcement assessment pursuant to the last sentence of Section 14.3(a), the Board of Managers shall give the Unit Owner a written notice that includes all of the following:

(i) A description of the property damage or violation;

(ii) The amount of the proposed charge or assessment;

(iii) A statement that the Owner has a right to a hearing before the Board of Managers to contest the proposed charge or assessment;

(iv) A statement setting forth the procedures to request a hearing pursuant to Section 14.4(c) below; and

(v) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

against the grantor due the Association. Neither the grantee nor the first mortgagee shall be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement for the period reflected in the statement. If the grantee does not request a statement, the grantee shall be jointly liable with the grantor for any unpaid Assessments at the time of conveyance.

SECTION 15. AMENDMENT OF DECLARATION AND BYLAWS

15.1 Amendments—General. Except as otherwise provided in this Declaration and/or in the Bylaws, this Declaration and the Bylaws may be amended upon an affirmative vote of seventy-five percent (75%) of the total voting power of the Association. Said amendment will be executed by the President of the Board and filed for record with the Recorder of Ashland County, Ohio, of an instrument in writing setting forth specifically the item(s) to be amended and any new matter to be added. This amendment must be executed by the Association's President with the same formalities as this Declaration. No amendment shall have any effect upon the rights of a bona fide first mortgagee until the written consent to such amendment has been secured.

15.2 Modification of Percentage Interest in Common Elements. The percentage of interest in the Common Elements of each Unit as expressed in this Declaration shall not be altered except by an amendment unanimously approved by all affected Unit Owners.

15.3 Amendments which do not require a Unit Owners Vote.

- (i) Without a vote of the Unit Owners, the Board may amend the Declaration in any manner necessary for any of the following purposes:
 - (i) To meet the requirements of institutional mortgages, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;
 - (ii) To meet the requirements of insurance underwriters;
 - (iii) To bring the Declaration into compliance with the Condominium Act;
 - (iv) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;
 - (v) To designate a successor to the person named to receive service of process for the Association, if the Association is incorporated in this state, this may be accomplished by filing with the secretary of state an appropriate change of statutory agent designation.

SECTION 16. REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

All Unit Owners, Occupants and other persons lawfully in possession and control of any part of the Condominium Property, and the Association, shall comply with all covenants, conditions, and restrictions as set forth in a deed to which they are subject or to the Declaration, Bylaws, or the Rules and Regulations of the Association, as lawfully amended.

- (a) Violations of those covenants, conditions, or restrictions shall be grounds for the Association or any Unit Owner to file a certificate of lien (in accordance with Section 14), commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorney's fees in both types of action.
- (b) The Association may initiate eviction proceedings pursuant to Chapters 5321, and 1923, of the Revised Code, to evict a tenant for a violation Section 16(d). 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.

order of the Court in an action brought to discharge the lien as provided by law or herein.

14.6. Priority of Association's Lien.

- a. The lien provided for in Section 14.5 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of bona fide first mortgages that have been filed for record. The lien provided for in Section 14.5 may be foreclosed in the same manner as a mortgage on real property in an action brought by the President or other chief officer of the Association pursuant to authorization by the Board. In the foreclosure action the Association commences pursuant to this Section or a foreclosure action the holder of a mortgage or other lien on a Unit commences, the Unit Owner(s) of the Unit, as the defendant(s) in the action, shall be required to pay a reasonable rental for the Unit while the action is pending. The Association or the holder of the lien is entitled to the appointment of a receiver to collect the same. Each rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Unit during the foreclosure action.

- b. In a foreclosure action the holder of a lien on a Unit commences, the holder of that lien shall name the Association as a defendant in the action.

- c. Following a foreclosure action the Association commences or a foreclosure action the holder of a lien on a Unit commences, the Association or its agent duly authorized by action of the Board of Managers, is entitled to become a purchaser at the foreclosure sale.

- d. A mortgage on a Unit may contain a provision that secures the mortgagee's advances for the payment of the portion of the Common Expenses chargeable against the Unit upon which the mortgagee holds the mortgage.

- e. In any foreclosure action, it is not a defense, set off, counterclaim, or crossclaim that the Association has failed to provide the Unit Owner with any service, goods, work, or materials, or failed in any other duty.

14.7. Dispute as to Common Expenses. Any Unit Owner who believes that the portion of Common Expenses or other Assessments or late charges chargeable to his or her Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against his or her Unit, may bring an action for discharge of the lien, in the Common Pleas Court of Ashland County, Ohio. In the action, if it is finally determined that the portion of the Common Expenses has been improperly charged to the Unit Owner or his or her Unit, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of the lien.

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

14.9. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. When the mortgage of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, the acquirer of title shall not be solely liable for the share of the Common Expenses or other Assessments by the Association chargeable to that Unit which became due before its acquisition of the Unit. The unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Units, including that of the acquirer.

14.10. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, the grantor or the grantee's first mortgage shall be entitled to a statement from the Board of Managers setting forth the amount of all unpaid Assessments (including current Assessments)

(i) any default under the Condominium Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such Eligible Mortgage Holder, where the default has not been cured in sixty (60) days;

(j) any decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holders; and

(k) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

After receipt of any such written request, the Secretary of the Association shall send the notice requested in all of the above-described situations. In addition to the notice requirements in the immediately preceding sentence, upon written request to the Board of Managers, the holder of any duly recorded mortgage or trust deed against any Unit ownership shall be given a copy of any and all notices permitted or required by the Declaration or the Bylaws to be given to the owner whose Unit ownership is subject to such mortgage or trust deed even if such owner or owners has waived the right to receive any notice.

17.3 **No Waiver.** No covenants, restrictions, conditions, obligations or provisions contained in this Declaration and/or in any Exhibits 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 that may occur.

17.4 **Partial Invalidity.** The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration and/or of any portion of any Exhibit, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and/or of the Exhibits.

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

SIGNED this 19 day of November, 2018 and certifying that this Declaration has been duly approved by the members of the Association at a regular meeting held on August 14, 2018, pursuant to the Declaration, as amended, that was in effect on that date, and that such ballots approving this Declaration are duly entered in the books and records of the Association.

King Ridge II Condominium Association, successor to Southernview Condominiums, Inc. dba King Ridge II Condominiums aka Southern View Condominiums, Inc.

By: BILL HASTINGS
Print Name: Bill Hastings
Its: President

STATE OF OHIO
COUNTY OF ASHLAND

The foregoing instrument was acknowledged before me, a notary public, by Bill Hastings, President of the King Ridge II Condominiums Owners Association on November 19, 2018.

Prepared By:
Clint M. Lebolt
Crichtfield, Crichtfield & Johnston, Ltd.
60 W. Second Street
Ashland, Ohio 44805



Notary Public
CLINT M. LEBOLT
Attorney at Law
Notary Public, State of Ohio
My Commission Has No
Expiration Date
Section 147.03 R.C.

The costs of any eviction action brought by the Association, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a Special Individual Unit Assessment against the offending Unit and made a lien against that Unit.

SECTION 17. MISCELLANEOUS PROVISIONS

17.1 **Covenants Running with the Land.** Each grantee of a Unit, by the acceptance of a deed or other instrument of conveyance, accepts the same subject to all easements, agreements, obligations, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and by all Exhibits to this Declaration. All rights, benefits and privileges of every character granted, created, reserved or declared by this Declaration and its Exhibits, and all impositions and obligations imposed by such instruments shall be covenants running with the land, and shall bind any party having at any time any interest or estate in any portion of the Condominium Property, and shall inure to the benefit of that party in like manner as though the provisions of the Declaration and of all attached Exhibits were recited at length in each deed of conveyance or other instrument creating that party's interest or estate.

17.2 **Copies of Notice to Eligible Mortgage Holders.** An Eligible Mortgage Holder is the holder of a first mortgage on any Unit (or any insurer or guarantor of that first mortgage obligation) who has made written request to the Association listing its name and address and the Unit number and address for timely written notice of the following items:

- (a) any proposed addition or amendment of the Condominium Documents effecting a material change or addition in provisions establishing, providing for, governing or regulating (i) voting, (ii) assessments, assessment liens or subordination of such liens, (iii) reserves or maintenance, repair and replacement of Condominium Property, (iv) insurance or fidelity bonds, (v) rights to use of the Common Elements, (vi) responsibility for maintenance and repair, (vii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, (viii) the boundaries or composition of any Unit, (ix) the interests in the Common or Limited Common Elements, (x) the convertibility of Units into Common Elements or of Common Elements into Units, (xi) the leasing of any Unit or part of a Unit, (xii) the imposition of any right of first refusal or similar restriction on the right of a Unit owner to sell, transfer, or otherwise convey his or her Unit, or (xiii) any provisions that are for the express benefit of the holder, insurer or guarantor of any first mortgage on a Unit.

(b) any proposed termination of the Condominium as a condominium regime;

(c) any condemnation, eminent domain proceeding, or casualty loss that may affect a material portion of the Condominium Property or any Unit on which there is a first mortgage held, insured or guaranteed by such holder;

(d) any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium organizational documents;

(e) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(f) any decision by the Association to renew or rehabilitate the Condominium Property;

(g) any decision by the Association to construct significant new capital improvements not replacing existing improvements;

(h) times and places of Unit Owners' meetings;

DESCRIPTION OF SURVEY
FOR
KING RIDGE II CONDOMINIUM
PARCEL 12
May 15, 1994

Situated in the City of Ashland, Township of Kensington, County of Ashland, State of Ohio and being known as a part of the Northwest Quarter of Section No. 19, Township 22 North, Range 16 West and more fully described as follows:

Commencing at a railroad spike found at the centerline intersection point of King Ridge Drive (65' R/W) and Asden Drive (70' R/W);

thence North 89°55'25" East, along the centerline of King Ridge Drive (65' R/W), a distance of 180.00 feet to a point;

thence South 01°04'35" East, a distance of 35.00 feet to an iron pin set on the South right-of-way line of King Ridge Drive (70' R/W), said pin also being the true place of beginning for the following described parcel;

thence on a curve to the left, along said right-of-way line (Arc = 213.27', Rad = 428.75', Delta = 28°30'00") a chord bearing of North 74°40'25" East, a chord distance of 211.08 feet to an iron pin set;

thence North 60°25'25" East, along said right-of-way line, a distance of 103.86 feet to an iron pin set;

thence on a curve to the right, along said right-of-way line (Arc = 178.45', Rad = 358.75', Delta = 28°30'00") a chord bearing of North 74°40'25" East, a chord distance of 176.02 feet to an iron pin set;

thence North 89°55'25" East, along said right-of-way line, a distance of 103.50 feet to an iron pin set;

thence South 01°04'35" East, a distance of 145.00 feet to an iron pin set on the south line of the Northwest Quarter of Section No. 19;

thence South 89°55'25" West, along the said South line, a distance of 830.56 feet to the true place of beginning containing 1.208 Acres but subject to all legal highways and easements of record.

SURVEYOR'S CERTIFICATION:

I hereby certify that this description was prepared from the notes of a survey made by the office of Charles and Burdick, Architects - Engineering - Surveying, Ashland, Ohio and Lewis E. Burdick, Registered Surveyor No. 4978. All bearings are assumed and are for the determination of angles only. All distances are in feet and decimals thereof.

Charles E. Burdick
Registered Surveyor No. 4978

DESCRIPTION OF SURVEY
FOR
KING RIDGE II CONDOMINIUM
PARCEL 1
May 15, 1994

Situated in the City of Ashland, Township of Kensington, County of Ashland, State of Ohio and being known as a part of the Northwest Quarter of Section No. 19, Township 22 North, Range 16 West and more fully described as follows:

Commencing at a railroad spike found at the centerline intersection point of King Ridge Drive (65' R/W) and Asden Drive (70' R/W);

thence North 89°55'25" East, along the centerline of King Ridge Drive (65' R/W), a distance of 180.00 feet to a point;

thence South 01°04'35" West, a distance of 35.00 feet to an iron pin set on the North right-of-way line of King Ridge Drive (70' R/W), said pin also being the true place of beginning for the following described parcel;

thence North 01°04'35" West, a distance of 140.00 feet to an iron pin set;

thence North 60°25'25" East, a distance of 126.15 feet to an iron pin set;

thence North 69°01'29" East, a distance of 150.48 feet to an iron pin set;

thence North 88°06'30" East, a distance of 234.38 feet to an iron pin set;

thence South 01°04'35" East, a distance of 128.04 feet to an iron pin set on the North right-of-way line of King Ridge Drive (70' R/W);

thence South 89°55'25" West, along said right-of-way line, a distance of 163.50 feet to an iron pin set;

thence on a curve to the left, along said right-of-way line (Arc = 213.27', Rad = 428.75', Delta = 28°30'00") a chord bearing of South 74°40'25" West, a chord distance of 211.08 feet to an iron pin set;

thence South 60°25'25" West, continuing along said right-of-way line, a distance of 103.86 feet to an iron pin set;

thence on a curve to the right, along said right-of-way line (Arc = 178.45', Rad = 358.75', Delta = 28°30'00") a chord bearing of South 74°40'25" West, a chord distance of 176.02 feet to an iron pin set;

thence South 89°55'25" West, continuing along said right-of-way line, a distance of 103.50 feet to the true place of beginning containing 2.118 Acres but subject to all legal highways and easements of record.

SURVEYOR'S CERTIFICATION:

I hereby certify that this description was prepared from the notes of a survey made by the office of Charles and Burdick, Architects - Engineering - Surveying, Ashland, Ohio and Lewis E. Burdick, Registered Surveyor No. 4978. All bearings are assumed and are for the determination of angles only. All distances are in feet and decimals thereof.

Charles E. Burdick
Registered Surveyor No. 4978

EXHIBIT

A

Section 7. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power (being at least a quorum) of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Robert's Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium organizational documents or by law.

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

Section 9. Open Meeting. All meetings of the Unit Owners shall be open to all Unit Owners.

ARTICLE IV BOARD OF MANAGERS

Section 1. Managers. There shall be at least three but not more than five Managers of the Association.

Section 2. Qualifications. Except for Managers appointed by Declarant, the only persons qualified to serve as Managers are (i) Unit Owners, (ii) the spouses of Unit Owners, and (iii) if the Unit Owner is not an individual, any principal, member of a limited liability company, partner, director, officer, or employee designated by that Unit Owner as the representative for the non-individual Unit Owner.

Section 3. Removal. Excepting only Managers named in the Articles or selected by Declarant, any Manager may be removed from the Board with or without cause, by a majority vote of the Unit Owners. In the event of the death, resignation or removal of a Manager other than one named in the Articles or a substitute selected by Declarant, that Manager's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Manager shall be elected to complete the term of such deceased, resigned or removed Manager. Declarant shall have the sole right to remove, with or without cause, any Manager designated in the Articles, or a substitute selected by Declarant, and select the successor of any Manager so selected who dies, resigns, is removed or leaves office for any reason before the election of Managers by all of the Unit Owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Managers to be elected by the Unit Owners may be made by the Board, a nominating committee appointed by the Board, and from Members from the floor at the Annual Meetings.

Section 5. Election. Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and likewise, those receiving the largest number of votes shall be elected to the longest terms. Terms of Managers shall be staggered as determined by the Board of Managers, with the duration of the term being made known to the Unit Owners prior to the vote. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Manager shall receive compensation for any service rendered to the Association as a Manager. However, any Manager may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held not less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two Managers, after not less than three days' notice to each Manager.

AMENDED AND RESTATED BYLAWS FOR KING RIDGE II CONDOMINIUM ASSOCIATION

These Amended and Restated Bylaws for King Ridge II Condominium Association were duly adopted by the Association and approved by 75% of the Unit Owners, in accordance with the Declaration at a meeting held on August 14, 2018.

ARTICLE I NAME AND LOCATION

The name of the Association is King Ridge II Condominium Association, ("the Association"), which corporation, not-for-profit, was created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association was also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the Unit Owners' association for Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit Owners (members) and of the Managers of the Association shall be at such place in County, Ohio as the Board of Managers ("the Board"), may from time to time designate.

ARTICLE II DEFINITIONS

All of the terms used in these Bylaws shall have the same meanings as set forth in the Declaration of Condominium Ownership of Condominium ("the Declaration"), recorded simultaneously with these Bylaws in the office of the Recorder of County, Ohio.

ARTICLE III UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. There shall be an annual meeting of the Unit Owners held in Ashland County, Ohio, within the first twenty-one (21) days of August of each year at a place and time determined by the then serving Board.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of Unit Owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit Owner entitled to vote, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. A quorum shall exist if the Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, represent not less than twenty-five percent (25%) of the voting power of the Association. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her or its Unit.



- (n) Impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments;
- (o) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit;
- (p) To the extent authorized by action of the Board, assign the Association's rights to assessments, or other future income, to a lender as security for a loan to the Association;
- (q) Suspend the voting privileges and use of recreational facilities of a Unit Owner who is delinquent in the payment of assessments for more than thirty days;
- (r) Purchase insurance and fidelity bonds the Managers consider appropriate or necessary;
- (s) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law; and
- (t) Exercise powers that are:
 - (i) Conferred by the Declaration or the Bylaws of the Association on the Board of Managers;
 - (ii) Necessary to incorporate the Association as a not-for-profit corporation;
 - (iii) Permitted to be exercised in this state by a not-for-profit corporation;
 - (iv) Necessary and proper for the government and operation of the Association.
- (u) Take all actions deemed necessary or desirable to comply with all requirements of law and the Condominium Documents;
- (v) Enforce the covenants, conditions and restrictions set forth in the Declaration; and
- (w) Do all things and take all actions permitted to be taken by the Association by law, or the Condominium Documents, not specifically reserved to others.

Section 15. Duties. It shall be the duty of the Board to:

- (u) Cause to be kept a complete record of all its acts and corporate affairs, including the following:
 - (i) Correct and complete books and records of accounting that specify the receipts and expenditures relating to the Common Elements and other common receipts and Common Expenses;
 - (ii) Records showing the allocation, distribution, and collection of the common profits, losses and Common Expenses among and from the Unit Owners;
 - (iii) Minutes of the meetings of the Association and the Board of Managers;
 - (iv) Records of the names and addresses of the Unit Owners and their respective undivided interests in the Common Elements.
- (b) Adopt and amend budgets 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 per cent 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;
- (c) Collect assessments for Common Expenses from Unit Owners;
 - (d) As more fully provided in the Declaration, to:
 - (i) fix the amount of assessments against each Unit;
 - (ii) give written notice of each assessment to every affected Unit Owner within the time limits set forth in the Declaration; and
 - (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;
- (e) Issue, or cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (f) Take all other actions required to comply with all requirements of law and the Condominium Documents.

Section 16. Incorporation of Declaration. To the extent that the Declaration includes powers, duties or procedures applicable to the Board or to the operation and management of the Association generally, and the Condominium Act contemplates that such provisions will be set forth in the Bylaws, the terms and conditions of the Declaration are incorporated by reference into these Bylaws.

Section 9. Attendance by Unit Owners. Regular and special meetings of the Board shall not be open to Unit Owners except when determined by the Board at its discretion by majority vote. The Board also reserves the right to invite or permit individual Unit Owners to attend Board meetings without being required to invite or permit all Unit Owners to attend.

Section 10. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Managers entitled to cast a majority of the voting power of Managers shall constitute a quorum for such meeting.

Section 11. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Managers voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 12. Method of Meeting. A meeting of the Board of Managers 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.

Section 13. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Managers. Those written consents shall be filed with the minutes of the meetings of the Board.

Section 14. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) 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;
- (b) 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 Managers, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
- (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;
- (e) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;
- (f) Cause additional improvements to be made as part of the Common Elements;
- (g) Purchase, encumber, and convey Units, and, subject to any applicable restrictions in the Declaration or Bylaws, 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;
- (h) Acquire, encumber, and convey or otherwise transfer personal property;
- (i) Hold in the name of the Association the real property and personal property acquired pursuant to divisions (g) and (h) of this section;
- (j) Grant easements, leases, licenses, and concessions through or over the Common Elements;
- (k) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;
- (l) Impose interest and late charges for the late payment of assessments; impose returned check charges; and, pursuant to Section 14 of the Declaration, impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the Rules and Regulations of the Association, and reasonable charges for damage to the Common Elements or other property;
- (m) Adopt and amend Rules and Regulations that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents.

Without limiting the foregoing, the Association is not required to permit the examination and copying of any of the following from books, records, and minutes:

- (a) Information that pertains to Condominium Property-related personnel matters;
- (b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;
- (c) 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;
- (d) Information related to the enforcement of the Declaration, Bylaws, or Rules and Regulations of the Association against Unit Owners; and
- (e) Information the disclosure of which is prohibited by state or federal law.

Section 2. Addresses of Members. Within 30 days after a Unit Owner obtains ownership of a Unit, the Unit Owner shall provide the following information in writing to the Association through the Board of Managers: (a) 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; and (b) the name, business address, and business telephone number of any person who manages the Owner's Unit as an agent of that Owner. Within 30 days after a change in any information that is required by this Section, the Unit Owner shall notify the Association, through the Board of Managers, in writing of the change. When the Board of Managers requests, a Unit Owner shall verify or update the information.

ARTICLE VIII FINANCIAL STATEMENTS

The Board shall cause the preparation and furnishing of a financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

- (a) to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners, and
- (b) upon the request of a holder, insurer, or guarantor of any first mortgage on a Unit.

ARTICLE IX FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on July 1st and end on the 30th day of June of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth in the Declaration, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

ARTICLE XI INDEMNIFICATION

The Association shall indemnify every person who is or has been a Manager, officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened,

ARTICLE V OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Manager. The same person may hold more than one office.

Section 2. Section and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects a qualified successor. Officers shall be elected by the Board of Managers for a term of three (3) years.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) **President.** The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) **Secretary.** The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.
- (c) **Treasurer.** The treasurer shall assume responsibility for the receipt and deposit in such bank accounts and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI COMMITTEES

The Board may appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII BOOKS AND RECORDS

Section 1. Books and Records of the Association. The books, records, minutes and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for examination and copying by Unit Owners, holders, insurers and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit Owners, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium Documents and the Rules and Regulations governing operation of the Condominium, as well as any other record required to be maintained pursuant to Article IV, Section 1(a) of these Bylaws. The rights set forth in this Article VII, Section 1, shall be subject to reasonable standards set forth in Rules and Regulations the Board promulgates, which may include, but are not limited to, standards governing the type of documents that are subject to

EXHIBIT C
CONDOMINIUM DRAWINGS

- C-1: Building Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9
As recorded at Volume 42, Pages 359 - 385
- C-2: Building Nos. 10, 11 and 12
As recorded at Volume 52, Pages 549-558
- C-3: Building Nos. 13 and 14
As recorded in Volume 80, Pages 45-52
- C-4: Building No. 15
As recorded in Volume 117, Pages 750-754
- C-5: Building Nos. 16, 17 and 18
As recorded in Volume 150, Pages 194-2-4
- C-6: Building Nos. 19 and 20
As recorded in Volume 170, Pages 548-555

pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Manager, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) 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 (b) in any matter 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 of the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of Managers of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Managers 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 (c) by the Unit Owners, or (d) by the court in which such action, suit or proceeding was brought.

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.

IN TESTIMONY WHEREOF, the undersigned, Bill Hartings, President of the King Ridge Condominium Association, has caused these Bylaws to be duly adopted on or as of November 17, 2018.

King Ridge Condominium Association

By: Bill Hartings
Its: President