

**THE 1990 KINGSGATE WOODS OFFICE CONDOMINIUM**

**DISCLOSURE STATEMENT**

A. Wrenwood Development Corporation (the "Developer"), submits this document, with its exhibits and attachments, to all prospective purchasers of units of The 1990 Kingsgate Woods Office Condominium (the "Condominium"), as a statement of all material circumstances or features affecting the Condominium.

This statement is based on and contains the most recent and accurate information available to the Developer as of March 1, 2002.

The Developer reserves the right to amend or supplement this statement from time to time, however, to reflect changes in plans or projections which may include more recent and accurate information.

The name and address of the Condominium is The 1990 Kingsgate Woods Office Condominium, Springfield, Ohio, 45503.

The name and address of the Developer is Wrenwood Development Corporation, 2525 N. Limestone Street, Springfield, Ohio, 45503; telephone number (937) 390-8800.

The name and address of the Agent of the Developer is Thomas P. Loftis, 2525 N. Limestone Street, Suite 101, Springfield, Ohio, 45503; phone number (937) 390-8800.

All exhibits and attachments to this Disclosure Statement are incorporated herein by this reference.

B. The Condominium contains a total of two (2) office units contained in one (1) building, which are being offered for sale in fee simple.

Each unit varies as to size, configuration, number of rooms and price depending on the design selected. This information is as shown below for each unit offered:

UNIT	NUMBER OF ROOMS	NUMBER OF RESTROOMS	SQUARE FOOTAGE
A	10	2	2,000
B	12	2	2,000

\* All square footage figures are estimates and will vary slightly.

The base price for <sup>each</sup> ~~the unit~~ is \_\_\_\_\_.

The total number of units that may be included in the development by reason of future expansion of the development is ten (10) units.

Each unit owner will have a one/half (1/2) fractional ownership interest in the common area and facilities of The 1990 Kingsgate Woods Office Condominium.

If, at a later time, the Condominium is expanded as provided in the Declaration of Condominium, the undivided interest of units in the common areas shall be reallocated so that the percentage interest of each unit shall be the percentage that the occupied square feet of each unit bears to the total of the occupied square feet of all units.

C. The Condominium development has been approved by all governmental bodies having jurisdiction.

All site plans and other approvals and permits required for construction of the Condominium development have been secured.

All federal, state and local statutes and regulations affecting the Condominium development have been complied with, and no notices of failure to comply with any of them have been issued, to the knowledge of the Developer.

The first phase of the Condominium development is under construction at the present time and the scheduled completion date is December 31, 2002.

D. Limited Warranty. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyers of a Unit from it, which are not enforceable by the buyers unless and until the sale of the Unit to the buyers is closed.

(a) Units. Except as provided in subparagraph (c), below, the Declarant warrants to provide and pay for the full costs of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arise within a period of one year from the date the deed to the buyer(s) for that Unit is filed for record.

(b) Common Areas and Facilities. The Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium as a whole, occasioned or necessitated by defects in material or workmanship, that arise within a period

of two years from the date the deed is filed for record following the sale of the first unit in the Condominium to a purchaser in good faith for value.

(c) Equipment and Appliances, etc. In the case of all equipment and appliances, if any, installed and furnished by the Declarant as part of the Unit, the Declarant assigns to the buyers all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items is limited to the Declarant's warranty that the same have been properly installed.

(d) Extended Warranties. The Declarant assigns to the buyers any warranties made to the Declarant that exceed the time periods for warranties that the Declarant has given to buyers by this limited warranty.

(e) Limitations.

(1) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Declarant's cost, items containing defects covered by Declarant's warranty.

(2) No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

(3) Implied warranties, if any, are limited to one year from the date on which the unit is deeded to the buyers, except to the extent, if any, that limitation is not lawful.

(4) These written warranties are the only express warranties the Declarant gives to the buyers unless additional warranties are included in a written contract between the Declarant and the buyer.

(5) Any request for service must be sent in writing to the Declarant at 2525 N. Limestone Street, Suite 101, Springfield, Ohio, 45503, or at such other address as the Declarant may designate, from time to time, in writing to the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under warranty within thirty (30) days after receipt of the buyers' request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, between 8:00 a.m. and 5:00 p.m.

(f) Other Rights. This written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under law.

(g) Common Area Expansions. With respect to the repair or replacement of roof and structural components, and mechanical, electrical, plumbing, and common service elements in areas added to the Condominium, the two (2) year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the sale of the first Unit in that area added to the Condominium to a purchaser in good faith for value.

E. (1) The Developer estimates that the expenditures necessary to operate the common areas and facilities of the Condominium for the two (2) years following the date of this statement will amount to \$3,600.00 per unit annually based upon the following:

(a) Each unit's estimated share of common expenses, with the exception of hazard insurance, but including liability insurance, has been determined by dividing the common expenses by the number of units in the Condominium. The hazard insurance premiums per unit may vary in accordance with the sale price of a unit and the costs of increase pertaining to a unit because of facilities which may be added by the unit owner.

(b) Insurance premiums against fire and extended coverage and risks, based upon estimates by State Farm Insurance, are approximately \$800.00 annually for the first and second years.

(c) Cost of snow removal, based on estimates made by Wrenwood Development Corporation, of \$300.00 annually for each of the next two years.

(d) Cost of lawn care, based on estimates made by Wrenwood Development Corporation, of \$600.00 annually for each of the next two years.

(e) Cost of trash removal, based on estimates made by Wrenwood Development Corporation, of \$400.00 annually for the first and second years.

(f) Cost of common area maintenance, based on estimates made by Wrenwood Development Corporation, of \$400.00 annually for the first and second years.

(g) Cost of common area electric lighting and common area electric power usage, based on estimates made by Wrenwood Development Corporation, of \$600.00 annually for the first and second years.

(h) Cost of establishing a reserve fund for future repair or replacement, based on estimates made by Wrenwood Development Corporation, of \$300.00 annually for the first and second years.

(i) Cost of general administrative expense, based on estimates made by Wrenwood Development Corporation, of \$200.00 annually for the first and second years.

(2) The Developer estimates that the estimated cost per unit for the two (2) year period following the date of this statement will amount to:

(a) Common expenses of \$300.00 per month for the first and second years, arrived at as shown in (E)(1), which may vary because of differences in hazard insurance premiums, depth and frequency of snowfall, frequency of mowing and landscaping care required.

(b) Taxes in the approximate amount of \$3,000.00 to \$4,000.00 per year, based on information supplied by the Clark County Auditor's Office.

(c) The monthly cost of utilities will be typical for the commercial/office use for which the unit will be used. The actual utility costs may vary greatly depending on weather, temperature, personal usage patterns and pricing of electricity, natural gas, and sewer fees.

(d) The cost of insurance premiums paid by a Unit owner for insurance on their own personal property and for liability insurance which they may elect to carry voluntarily, and the cost of other personal expenses of maintenance which will be incurred by an owner, will depend on their own wishes.

Any Unit owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or occupant may determine, subject to the provisions hereof, and provided that no Unit owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association.

In the event any Unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss or proceeds.

Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment then the insurance obtained by the Unit owner with respect to improvements within the Unit shall be as "tenant's improvements and betterments".

All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and other Unit owners and occupants.

F. The Condominium shall be managed by an Unit Owners' Association.

The Developer will maintain overall management control of the Association until the earlier of (1) five (5) years from the date of the establishment of the Association or (2) thirty (30) days after the initial sales of units to which more than seventy-five percent (75%) of the common areas and facilities appertain have been made by the Developer to purchasers in good faith for value, at which time control of the Association is to be assumed by the Association. For the purpose of computing the seventy-five percent (75%), that percentage shall be computed by comparing the number of units sold and conveyed to the maximum number of units that may be created in the Condominium development, being ten (10) units.

The Unit Owners' Association shall be formed on the date the first deed to a purchaser of a unit in good faith for value shall be filed for record. Membership in the Association shall be limited to unit owners, and each unit shall have as appurtenant to it the right of one vote on all matters pertaining to the Condominium.

Except as hereinafter provided, amendment of the Condominium instruments shall require consent of unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners.

Notwithstanding the foregoing:

(a) the consent of all Unit owners shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

(ii) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;

(iii) the number of votes in the Association appertaining to any Unit; or

(iv) the fundamental purposes to which any Unit or the Common Areas are restricted;

(b) the consent of Unit owners exercising not less than ninety percent (90%) of the voting power of Unit owners shall be required to terminate the Condominium.

G. There are no management contracts or other agreements affecting the operation, use, maintenance of or access to any part of the Condominium.

H. There is in existence a reserve fund to finance the cost of repair and/or replacement of the components of the common areas and facilities.

I. The only easements affecting title to the Condominium property are (1) easements reserved on the recorded drawing of The 1990 Kingsgate Woods Office Condominium for the installation and maintenance of utilities to serve the Condominium property, (2) easements specifically granted to the City of Springfield and utility companies pursuant thereto, (3) a right of entry for repair, maintenance and restoration, (4) easements for encroachments, (5) easements for support, (6) easements for services, and (7) easements reserved to Developer.

Except for current real estate taxes, there are no other liens affecting the Condominium property.

J. Deposits toward purchase prices of units shall be held as follows:

1. In a real estate trust account with Link-Hellmuth, if the purchaser is working with a Link-Hellmuth sales agent; or,

2. In a real estate trust account with the licensed real estate broker with whom the purchaser is working and through whom the accepted offer is presented.

A deposit toward a purchaser price of \$2,000.00 or more which is retained by the Developer for more than ninety (90) days shall bear interest at the rate of four percent (4%) per annum from and after ninety (90) days from the date of the deposit.

K. There is no present litigation concerning the Condominium.

L. See attachment 1 hereto provided pursuant to Section 5311.26(J) of the Ohio Revised Code.

EXECUTED at Springfield, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2002.

WRENWOOD DEVELOPMENT CORPORATION

BY: \_\_\_\_\_  
Robert L. Hellmuth, President

Receipt of a copy of the foregoing Disclosure Statement is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
\_\_\_\_\_  
PURCHASER(S)

ATTACHMENT I

Provided Pursuant to 5311.26(J) of the Ohio Revised Code.

1. Right to Review Condominium Instruments. The Purchaser has the right to review the condominium instruments and should review them prior to entering into a contract for the purchase of a unit.

2. Purchaser's Right to Void the Contract. In the event that a contract for the purchase of a unit is executed in violation of Sections 5311.25 or 5311.26 of the Ohio Revised Code, (setting forth certain requirements to be complied with and disclosures to be made by the Declarant), the contract shall be voidable by the Purchaser for a period of 15 days after the later to occur of the following dates:

A. The date of the execution by both the Purchaser and Declarant of the purchase contract; and

B. The date upon which the Purchaser executes a document evidencing receipt of the information required by Section 5311.26 of the Ohio Revised Code.

Upon exercise of a Purchaser's right to void the contract, the Declarant or his agent shall refund fully and promptly to the Purchaser any deposit or other prepaid fee or item and any amount paid on the purchase price and shall pay all closing costs paid by the Purchaser or for which the Purchaser is liable in connection with the void sale.

3. Conditions for the Return of Deposits. A Purchaser who wishes to void his purchase contract because of a violation of Section 5311.25 or 5311.26 of the Ohio Revised Code and obtain a return of his deposit, must notify the Declarant in writing prior to the expiration of the previously mentioned 15-day period. There are no other conditions under the purchase contract for the return of the Purchaser's deposit except where a contract contingency, if any, is not met, and the contract requires the return of the deposit.

4. Rights of Purchasers under Section 5311.27.

A. In addition to any other remedy available, a purchaser has the rights described in paragraph numbered 2 of this attachment with regard to voiding the purchase contract.

B. Any declarant or agent who sells a condominium unit in violation of Section 5311.25 or 5311.26 of the Ohio Revised Code shall be liable to the purchaser in any amount equal to the difference between the amount paid for the unit and the least of the following amounts:

1. The fair market value of the unit as of the time the suit is brought;

2. The price at which the unit is disposed of in a bona fide market transaction before suit; and

3. The price at which the unit is disposed of after suit in a bona fide market transaction, but before judgment. In no case shall the amount recoverable under the division be less than the sum of \$500 for each violation against each purchaser bringing an action under this division, together with Court costs and reasonable attorneys' fees. If the purchaser complaining of the such violation has brought or maintained an action he knew to be groundless or in bad faith and the declarant or agent prevails, the Court shall award reasonable attorneys' fees to the declarant or agent.

C. Subsection 5311.27(C) of the Ohio Revised Code permits the attorney general to pursue certain remedies under certain circumstances which, if successful, could benefit the purchasers or prospective purchasers of units in the condominium.

**The 1990 Kingsgate Woods Office  
2013 Budget**

	Actual a/o 11/15/12	Budget
Condo Assessments	\$ 11,266.36	\$12,000.00
 <b>Condo Expenses</b>		
Ohio Edison	\$ 619.04	\$768.00
Auto Owners Ins.	\$ 539.52	\$2,158.08
Waste Management	\$ 1,455.30	\$1,455.30
Enoch Tree	\$ 3,800.00	\$3,800.00
Comm of Tax Spfld OH	\$ 33.00	\$77.00
Gillam Lawn Care	\$ 4,436.20	\$5,000.00
Clark Schafer Hackett & Co.	\$ 278.75	\$256.00
Midland Properties (repairs)	\$ 19.70	\$150.00
Savings		\$1,200.00
<b>Total</b>	<b>\$ 11,181.51</b>	<b>\$14,864.38</b>
Over (Short)	\$ 84.85	\$ (2,864.38)

**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**THE 1990 KINGSGATE WOODS OFFICE CONDOMINIUM**

This Declaration of Condominium Ownership is made this 31<sup>st</sup> day of October, 2002 by Wrenwood Development Corporation (the "Declarant") under the following circumstances:

- A. Declarant is the owner of the "Condominium Property" defined below.
- B. Declarant desires to submit the Condominium Property to the Condominium form of ownership under Chapter 5311 of the Ohio Revised Code, and to establish covenants, restrictions, and easements governing the use and operation of the Condominium Property and to reserve certain easements to use portions of the Condominium Property.

**NOW, THEREFORE,** Declarant declares as follows:

- 1. **DEFINITIONS.** As used in this Declaration, the following terms shall have the meanings assigned to them pursuant to this Section 1:
  - 1.1 "Additional Buildings" mean the buildings that may be constructed on the Future Building Sites pursuant to Section 13 of this Declaration.
  - 1.2 "Annual Operating Assessments" mean the net Common Expenses for the Units on an annual basis to be assessed by the Association pursuant to Section 10 of this Declaration.
  - 1.3 "Assessments" mean all assessments that may be levied by the Association pursuant to this Declaration, the Bylaws and Condominium Law, including, without limitation, Annual Operating Assessments, Special Assessments, Special Individual Unit Assessments and Closing Assessments.
  - 1.4 "Association" means The 1990 Kingsgate Woods Office Condominium Owners' Association, which is the Owners' Association of the Condominium.
  - 1.5 "Board" and "Board of Managers" mean those persons who, as a group, serve as the board of managers of the Association.
  - 1.6 "Buildings" mean, initially, the one (1) office building which is a part of the Condominium Property located on the Land as detailed in the Drawings and, in the future, will include the Additional Buildings, if any, subjected to this Declaration by Declarant's expansion of the

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CLARK COUNTY AUDITOR  
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GEORGE A. SODDERS  
AUDITOR

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Condominium pursuant to Section 13 of this Declaration.

- 1.7 "Bylaws" mean the bylaws of the Association, as amended from time to time. A copy of the current Bylaws is attached hereto as Exhibit A and made a part hereof.
- 1.8 "Capital Reserve Fund" is defined in Section 10.2.1.5 of this Declaration.
- 1.9 "Closing Assessments" is defined in Section 10.5 of this Declaration.
- 1.10 "Common Areas" means all of the Condominium Property except Units. This definition is in substitution of the definition of "common areas and facilities" of the Condominium provided under the Condominium Law.
- 1.11 "Common Expenses" mean those expenses designated as such by the Condominium Law, or in accordance with the provisions of the Condominium Documents, or both.
- 1.12 "Common Profits" mean the amount by which the total income received by the Association from assessments and any other fee, charge or income other than Annual Operating Assessments, Special Assessments, Special Individual Unit Assessments or Closing Assessments exceeds expenses allocable to the income, fee, rental or charge.
- 1.13 "Common Surplus" means the amount by which Annual Operating Assessments collected during any period exceed Common Expenses.
- 1.14 "Condominium" and "The 1990 Kingsgate Woods Office Condominium Owners' Association" mean the condominium regime for the Condominium Property created pursuant to the Condominium Law.
- 1.15 "Condominium Documents" mean the Bylaws, the Drawings and this Declaration.
- 1.16 "Condominium Law" means the statutory law of the State of Ohio regulating the creation and operation of condominiums, as amended from time to time, which law is presently Chapter 5311 of the Ohio Revised Code.
- 1.17 "Condominium Property" means the Land; the Buildings and all additions and alterations thereto; all improvements, fixtures and structures located on the Land; all easements, rights, privileges and appurtenances a part of, located thereon, or belonging to the Land; and all present and future

articles of personal property located on and used or intended to be used in connection with the Land.

- 1.18 "Declarant" means Wrenwood Development Corporation.
- 1.19 "Declaration" means this instrument by which the Condominium Property is submitted to the Condominium Law, as this instrument may be amended from time to time.
- 1.20 "Development Period" means the period from the date this Declaration is filed until the date that (i) Declarant no longer owns any Units and (ii) the time period for Declarant to expand the Condominium pursuant to Section 13.2 of this Declaration has expired or Declarant has completed the expansion of the Condominium as permitted by this Declaration. The Declarant shall have the right to terminate the Development Period prior to the date described in the preceding sentence by executing and recording an amendment to this Declaration evidencing the termination of the Development Period.
- 1.21 "Drawings" means the drawings for the Condominium, as defined in the Condominium Law, filed simultaneously with the submission of this Declaration for recording. A copy of the Drawings is attached to this Declaration as Exhibit B and made a part of this Declaration.
- 1.22 "Future Building Sites" means that portion of the Future Development Land shown as Future Building Sites on the Drawings and upon which Additional Buildings may be constructed by Declarant pursuant to Section 13 of this Declaration.
- 1.23 "Future Development Land" means that portion of the Land described and marked as the "Future Development Land" on the Drawings.
- 1.24 "Hazardous Substances" means any substance defined as a "hazardous substance," "solid waste," "hazardous waste" or "infectious waste", or regulated, by any federal, state, county, municipal, local or other statute, law, ordinance or regulation which may now or hereafter exist and relate to or deal with human health, welfare or the environment, all as may be from time to time amended, regulated by, any of the statutes, laws, ordinances, or any asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or material, chemical waste, radioactive material, explosives, known carcinogens, petroleum products and by-products.

- 1.25 "Improvements" means the Buildings, the driveways, sidewalks and parking lots and all other improvements currently or in the future located on the Land and subject to this Declaration.
- 1.26 "Insured Value" is defined in Section 15.1.
- 1.27 "Land" means the real property described in Exhibit C attached hereto and made a part hereof.
- 1.28 "Limited Common Areas" means those Common Areas designated as limited common areas in this Declaration or on the Drawings, reserved for the use of the occupants of a certain Unit or Units to the exclusion of the other Units, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the Condominium Law.
- 1.29 "Manager" means a person serving as a member of the Board.
- 1.30 "Managing Agent" means the corporation or other entity hired by the Board to assist the Board in managing the Condominium Property.
- 1.31 "Occupant" means a person lawfully in possession of a Unit, regardless of whether that person is a Unit Owner.
- 1.32 "Operating Reserve Fund" is defined in Section 10.2.1.4.
- 1.33 "Permitted Deductible" is defined in Section 14.1.
- 1.34 "Person" means an individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
- 1.35 "Rules and Regulations" mean the rules and regulations governing the Condominium Property from time to time promulgated by the Board.
- 1.36 "Schedule of Units and Interests" means the Schedule attached to this Declaration as Exhibit D and made a part hereof.
- 1.37 "Service Company" means any public utility company or other Person providing to any of the Buildings cable vision, security systems, or any utility, including without limitation, water, sewer, gas, telephone and electricity.
- 1.38 "Special Assessment" is defined in Section 10.3.

- 1.39 "Special Individual Unit Assessments" is defined in Section 10.4.
- 1.40 "Unit" means that portion of the Condominium Property described as a unit in Section 6 of this Declaration.
- 1.41 "Unit Owner" and "Unit Owners" mean that Person or those Persons owning a freehold interest in a Unit together with an appurtenant undivided interest in the Common Areas.
- 1.42 "Work" is defined in Section 15.1.
2. **SUBMISSION OF CONDOMINIUM PROPERTY.** Declarant hereby submits the Condominium Property to the condominium form of ownership under Condominium Law. In addition, Declarant declares that 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 enhance the value of the Condominium Property and to facilitate the proper administration of the Condominium Property.
3. **NAME.** The name of the Condominium is "The 1990 Kingsgate Woods Office Condominium."
4. **PURPOSE.** The purpose of the Condominium Documents is to establish separate Units out of and from the Condominium Property for which fee simple interest may be conveyed; to allow for use of such Units for offices subject to certain limitations and restrictions; to establish a Unit Owners' association to administer the Condominium, to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well-being of Unit Owners, Occupants and other invitees of such Unit Owners and Occupants; to administer and enforce the covenants, easements, charges and restrictions set forth in the Condominium Documents; and to raise funds through the Assessments to accomplish these purposes.
5. **DESCRIPTION OF BUILDINGS.**
- 5.1 **Description of Buildings.** Initially, and until Declarant elects to expand the Condominium by amending the Declaration pursuant to Section 13 of the Declaration, there is and will be one (1) separate Building located on the Land. The Building contains two (2) Units. Each Unit consists of approximately 2000 square feet of space and the entire Building consists of approximately 4200 square feet of space. Each Unit has a single story with a crawl space beneath each Unit.

- 5.2 **Principal Construction Materials.** The Buildings are constructed on concrete footings and foundation walls. The principal construction materials for the Buildings are: concrete, block, brick and other masonry, wood, glass, drywall, insulation and asphalt shingle.
- 5.3 **Location of Buildings.** The location of each Building is shown on the Drawings.

6. **UNITS.**

- 6.1 **Description.** Each of the Units subject to this Declaration consists of all of the space designated on the Drawings as being that Unit, which space is bounded by the undecorated interior surfaces of the perimeter walls and ceilings of each Unit and which space is bounded by a line six (6) inches below the concrete footer of each Unit, to constitute a complete enclosure of space, the dimensions, layouts, and descriptions of each such Unit being shown on the Drawings, including, without limitation, the following:
- 6.1.1 All doors, windows and glass located in or on the Unit.
- 6.1.2 The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, hardwood, carpet and other finishing material applied to the interior surface of floors, ceilings, and interior and perimeter walls;
- 6.1.3 All fixtures and appliances located within the bounds of a Unit installed in and for the exclusive use of that Unit, commencing at the point of connection to the Building in which such Unit is located;
- 6.1.4 All space between interior walls of a Unit.
- 6.1.5 The entire heating, ventilating and air-conditioning system for that Unit, including all elements, located within and outside the boundaries of that Unit;
- 6.1.6 All plumbing, electric, heating, cooling, and other utility or service pipes, accessories, lines, wires, ducts, or conduits which exclusively serve the Unit or the fixtures located therein, and which are located within the bounds of that Unit;

- 6.1.7 All control knobs, thermostats, switches, and electrical outlets and connections affixed to or projecting from the walls, floors, and ceilings that service either the Unit or the fixtures located therein; and
- 6.1.8 Notwithstanding the foregoing, however, there is excluded therefrom all plumbing, electric and other utility or service pipes, accessories, lines, wires, ducts and conduits which serve any other Units even to the extent such items are located within a Unit.
- 6.2 **Identification and Types of Units.** Each Unit is designated by a letter on the Drawings. The unit designation of each Unit and its location and approximate area are set forth on the Schedule of Units and Interests, and the immediate Common Areas to which each Unit has access and all other data necessary for proper identification of the Unit are shown on the Drawings. Current Limited Common Areas are designated on the Drawings. Additional Limited Common Areas may be designated from time to time by the Association.
- 6.3 **Subdivision/Combination of Units.**
- 6.3.1 **Subdivision and Combination.** No Unit or Units may be subdivided into two (2) or more separate Units by the Owner or Owners of such Unit or Units and no Units may be combined into fewer Units by the Owners of such Units.

7. **COMMON AREAS AND LIMITED COMMON AREAS.**

- 7.1 **Description.** The Common Areas and Limited Common Areas are defined in Section 1 and are identified and described on the Drawings. The Common Areas are owned by the Unit Owners as tenants in common and the ownership thereof will remain undivided.
- 7.2 **Limited Common Areas.** Limited Common Areas are reserved for the use of the Unit Owners or Occupants of a certain Unit or Units to the exclusion of other Units. The Limited Common Areas will include the following:
- 7.2.1 The plumbing, and the electrical equipment, including pipes, sprinkler heads, accessories, lines, wires, ducts, and conduits which are located outside of each Unit and which service only that Unit as Limited Common Areas for that Unit.

7.2.2 Entranceway and stoops are designated as Limited Common Areas for the Unit or Units adjoining such entranceway and stoops.

7.3 **Statement of Interest in Common Areas.** The undivided interest in the Common Areas of each Unit is the following:

<u>Unit</u>	<u>Fractional Undivided Interest</u>
1990 A	1/2
1990 B	1/2

If, at a later time, the Condominium is expanded as provided in this Declaration, the undivided interests of Units in the Common Areas shall be uniformly reallocated so that the interest of each Unit shall be the fraction that Unit bears to the total of all Units.

7.4 **Nature of Interest.** Except in the event of an expansion pursuant to Section 13, the undivided interest of each Unit in the Common Areas will remain constant and will not be changed except by an amendment to this Declaration approved by the affected Unit Owners, as provided in Section 17. No Unit Owner may waive or release any rights in the Common Areas, and each Unit Owner's undivided interest in the Common Areas will not be separated from the Unit to which it is appurtenant.

## 8. **UNIT OWNERS' ASSOCIATION.**

8.1 **Formation.** Declarant has formed the Association to administer the Condominium Property in accordance with the provisions of this Declaration, the Bylaws, and Condominium Law.

8.2 **Membership.** Each Unit Owner, upon acquisition of title to a Unit, will automatically become a member of the Association. Such membership will terminate upon the sale or other disposition by such Unit Owner of his or her Unit, at which time the new Unit Owner will automatically become a member of the Association.

8.3 **Voting Rights.** Except as provided in the Bylaws each Member will be entitled to one (1) vote for each Unit such Member owns. If two or more persons own undivided interests in a Unit, each may exercise the proportion of the voting power of all the owners of the Unit which is equivalent to his or her proportionate interest in the Unit.

8.4 **Board of Managers.** The Board will consist of three (3) Managers and, until the expiration of the Development Period, all Managers will be

elected by the Declarant. Upon the expiration of the Development Period, the Managers will be elected by the members of the Association as provided in the Bylaws.

8.5 **Authority.** The Board will have all authority to manage, maintain, repair, replace, alter, expand and improve the Common Areas, to assess and collect funds for the payment thereof, and to do such other things and exercise such other rights as are provided by the Condominium Law, this Declaration and the Bylaws, except where such rights are otherwise specifically reserved to Unit Owners. Each Owner or Occupant of a Unit will comply with the provisions of this Declaration, the Bylaws, as lawfully amended from time to time, and resolutions adopted from time to time by the Association and failure to comply with any such provisions or resolutions will be grounds for an action to recover sums due for damages or for injunctive relief or for both.

8.6 **Hiring of Managing Agent.**

8.6.1 The Board may hire a Managing Agent to assist in the management of the Condominium Property. The hiring of a Managing Agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such Managing Agent as a Common Expense; provided, however, that any agreement for professional management will be terminable by either party without cause on ninety (90) days written notice and will be bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing.

8.6.2 The Declarant or any other entity owned or controlled by, or affiliated with, the Declarant may be employed as the Managing Agent. The Managing Agent, or the Board if there is no Managing Agent, will have the authority to enter into contracts with Declarant or related entities, provided such contracts are commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing.

8.7 **Delegation of Power to Declarant.** Notwithstanding anything in this Declaration or the Bylaws to the contrary, until the expiration of the Development Period, the Declarant, or any person designated by the Declarant may: (A) appoint and remove the Board of Managers and officers of the Association; and, (B) exercise the powers and responsibilities otherwise assigned by the Condominium Law, this Declaration and the Bylaws, to the Association, the Board, and the officers

of the Association. Upon the expiration of the Development Period, the Unit Owners will assume control of the Common Areas and the Association pursuant to the Bylaws, except that the Declarant will retain the voting rights and interests of Units owned by him, if any. If there is a Unit Owner other than the Declarant, this Declaration will not be amended to increase the scope or the period of control of the Declarant, except as permitted for specific purposes by the terms of this Declaration. Except in its capacity as a Unit owner of unsold condominium ownership interests, the Declarant will not retain a property interest in any of the Common Areas after control is assumed by the Association. As long as it owns any unsold Unit, the Declarant will assume the rights and obligations of an Unit Owner including, without limitation, the obligation to pay Common Expenses attaching to any such unsold Unit, from the date this Declaration is filed for record.

- 8.8 **Service of Process.** The name and address of the person to receive service of process for the Association is Robert L. Hellmuth, 1990A, Kingsgate Drive, Springfield, Ohio 45502.

9. **MAINTENANCE, REPAIR AND REPLACEMENT.**

- 9.1 **Association's Responsibility.** The Association will maintain and keep the Common Areas, (except those Limited Common Areas that are to be maintained by the Unit Owners pursuant to section 9.2) in a state of good working order and repair, neat, clean, sanitary, safe and orderly and in conformity with all laws, ordinances, and regulations applicable to the Common Areas. The Association may alter the exterior of the Buildings and the Common Areas, and may authorize any Unit Owner to make alterations or modifications to the Buildings or the Common Areas in accordance with the Rules and Regulations promulgated from time to time by the Board. The Association must provide maintenance services for all items requiring capital expenditures for all Common Areas including all Limited Common Areas (including all structural repairs).

- 9.2 **Unit Owners' Responsibility.** The responsibility of each Unit Owner will be as follows:

- 9.2.1 Each Unit Owner will repair, maintain and restore at his or her expense:

- 9.2.1.1 His or her Unit and all components thereof, in a good, neat, clean, safe, sanitary and orderly condition to the extent such responsibility is not the obligation of the Association;

- 9.2.1.2 The entranceways and stoops which are designated by this Declaration as Limited Common Areas for use of such Unit Owner to the exclusion of any of the other Unit Owners;
- 9.2.1.3 Windows, screens, and doors of his or her Unit and of associated structures and fixtures therein that are appurtenances to his or her Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions, and ordinary wear and tear of such appurtenances;
- 9.2.2 Each Unit Owner will maintain his or her Unit in conformity with all laws, ordinances, rules and regulations applicable to the Unit and the Limited Common Areas designated for maintenance by the Unit Owner, including this Declaration and the Rules and Regulations promulgated by the Board. If a Unit becomes impaired, or is in need of repair or restoration, and if the Unit Owner thereof, after notice from the Association, fails to repair, restore or otherwise correct the condition, the Association may, but will not be obligated to, repair, restore, or otherwise correct the condition, and the Association will charge and assess the cost and expense thereof to such Unit Owner as a Special Individual Unit Assessment.
- 9.2.3 Each Unit Owner will perform all of the work required of the Unit Owner in this Section 9 promptly, properly, and in a good and workmanlike manner, using first-class materials of equivalent or better quality than those originally installed or incorporated into the Condominium Property, and using competent and qualified labor.
- 9.2.4 Each Unit Owner will perform his or her responsibilities in such manner so as not to unreasonably disturb other Unit Owners or Occupants.
- 9.2.5 No Unit Owner will paint or otherwise decorate or change the appearance of any portion of a Building not within the Unit without the prior written consent of the Board.
- 9.2.6 Each Unit Owner will promptly report to the Board, or its Manager, any need for maintenance or repair that is the responsibility of the Association.

9.2.7 No Unit Owner will make any alterations in the portions of his Unit or the Building in which such Unit is located that are to be maintained by the Association or remove any portion thereof or make any addition thereto, or do anything which would or might jeopardize or impair the safety or soundness of such Building without first obtaining the written consent of the Board.

9.3 **Repairs to Common Areas Necessitated by Unit Owner's Acts.** The Association will make all repairs to the Common Areas necessitated by any negligent or intentional act or omission of a Unit Owner or any lessee, licensee, or employee of such Unit Owner or Occupant of such Owner's Unit. The Board will levy a Special Individual Unit Assessment against such Owner's Unit for the expense of such repair. Unit Owners will immediately report any damage to the Common Areas to the Association.

9.4 **Construction Defects.** The respective obligations of the Association and of the Unit Owners to maintain and repair portions of the Condominium Property will not be limited, discharged or postponed by reason of any maintenance, repair or replacement which may be necessary to cure any defects in material or workmanship in the construction of the Condominium Property or by any obligation of any party to perform the same. Such repair, maintenance, or replacement by the Association or by an Unit Owner will not constitute a waiver of any right against any warrantor.

9.5 **Effect of Insurance or Construction Guaranty.** The existence of any construction guaranty or insurance coverage or the absence thereof will not excuse any delay by the Association or by any Unit Owner in performing their obligations under this Section 9.

## 10. **ASSESSMENTS.**

10.1 **Liability for Common Expenses.** Each Unit Owner, including the Declarant, will pay to the Association his or her share of the Common Expenses, including any and all Annual Operating Assessments and Special Assessments of the Association, according to the percentage interest in the Common Areas of his or her Unit. In addition, each Unit Owner will pay to the Association all Special Individual Unit Assessments levied against such Owner's Unit. No Unit Owner will be exempt from this obligation by virtue of his or her waiver of the use or enjoyment of any of the Common Areas or by virtue of his or her abandonment of his or her Unit.

10.2 **Annual Operating Assessments.**

10.2.1 Before the beginning of each calendar year, the Board will estimate and prorate among the Units the Common Expenses of the Association, on the basis of the percentage interest of each Unit in the Common Areas. Such Common Expenses will consist of the following:

- 10.2.1.1 The next year's estimated cost of the maintenance, repair, restoration, improvement and other services to be provided by the Association;
- 10.2.1.2 The next year's estimated cost for insurance and bond premiums to be provided pursuant to this Declaration or the Bylaws and to be paid by the Association described in Section 14;
- 10.2.1.3 The next year's estimated cost for utility services not separately metered and billed to any one Unit Owner;
- 10.2.1.4 The estimated amount required to be collected to maintain ( if not already sufficiently maintained) a general operating reserve fund ("Operating Reserve Fund") to assure availability of funds for normal operations of the Association, in an amount not less than that deemed necessary to defray all operating expenses for a period not less than three (3) months;
- 10.2.1.5 An amount deemed adequate by the Board to maintain in a reserve fund for the costs of capital expenditures relating to repairs and replacements of components of the Common Areas ("Capital Reserve Fund");
- 10.2.1.6 The next year's estimated cost for the operation, management and administration of the Association, including, but not limited to, fees for legal and accounting services, costs of mailing, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services; and

10.2.1.7 Any other cost constituting Common Expenses not otherwise specifically mentioned.

10.2.2 Upon determining the amount of the annual Common Expenses pursuant to paragraph 10.2.1, the Board will assess the Annual Operating Assessment to each Unit on the basis of the percentage interest of such Unit in the Common Areas. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.

10.2.3 The Annual Operating Assessment will be payable in advance in equal semi-annual installments, provided that any Unit Owner may prepay assessments annually or in quarterly installments. Unless otherwise provided by the Board, the Association will collect on or before the first day of January and on before the first of July one-half of the Annual Operating Assessment attributable to each Unit from each Unit Owner.

10.2.4 If the amount of the Annual Operating Assessment calculated pursuant to paragraph 10.2.2 is insufficient to meet all obligations, the deficiency will be assessed by the Board among the Units in the same manner as provided in paragraph 10.2.2.

10.2.5 If the amount of the Annual Operating Assessment collected during any year is in excess of the funds necessary to meet all obligations, the excess will, at the discretion of the Board, either be allocated and paid into the Capital Reserve Fund provided in paragraph 10.2.1.5, or paid into the Operating Reserve Fund provided in paragraph 10.2.1.4, or applied against the Common Expenses of the Condominium for subsequent years, but in no event will such excess be deemed profits or be available, except on dissolution of the Association, for distribution to Unit Owners.

### 10.3 **Special Assessments.**

10.3.1 At any time, the Board may levy a special assessment to construct, reconstruct or replace components of the Common Areas to the extent that reserves therefor are insufficient ("Special Assessments"). Notwithstanding the foregoing or any other provision contained herein to the contrary, except for Improvements that may be constructed by Declarant in the event of expansion pursuant to Section 13, new capital improvements which do not replace existing improvements will not be

constructed without the prior consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of all Unit Owners.

10.3.2 Any special assessment for capital improvements will be prorated among all Units in proportion to each Unit's percentage interest in the Common Areas, and will become due and payable on such date as the Board determines.

10.4 **Special Individual Unit Assessments.** The Board, from time to time, may levy an assessment against an individual Unit to reimburse the Association for those costs incurred in connection with such Unit, including charges incurred pursuant to the provisions of Section 9.2 (Unit Owners Responsibility), Section 14.13 (Unit Owners' Insurance), Section 10.4.1 (Taxes) and Section 10.4.2 (Utilities) ("Special Individual Unit Assessment"). Any Special Individual Unit Assessment will become due and payable on such date as the Board determines after giving the Unit Owner written notice of such determination.

10.4.1 **Taxes.** Until such time as real estate taxes and assessments are divided into separate tax bills for each unit, the Association will pay the real estate taxes and assessments attributable to the Condominium Property and will assess each Unit Owner for his share of such taxes and assessments as a Special Individual Unit Assessment. Such share of such taxes and assessments will be computed by multiplying the total taxes and assessments for all of the Condominium Property by the percentage interest in Common Areas attributable to that Unit.

10.4.2 **Utilities.** The Units and the Common Areas are separately metered for gas, electric, sewer and water charges and the individual Unit Owners and the Association are responsible for their respective utility service charges.

10.5 **Effective Date of Assessments.** Any assessment will be effective on the later of (i) ten (10) days after notice of the amount of such assessment is mailed or personally delivered to an Owner's Unit, or (ii) the due date of such assessment or the first installment thereof. Written notice mailed or personally delivered to the Owner's Unit will constitute notice to that Unit Owner on the date mailed or so delivered, unless the Unit Owner has delivered written notice to the

Board of a different address for such notices, in which event the mailing of such notices to the last designated address will constitute notice to that Unit Owner.

10.6 **Effect of Nonpayment of Assessments; Remedies of the Association.**

10.6.1 If any Assessment (or any installment of an Assessment) is not paid within thirty (30) days after it has become due and payable, the entire unpaid balance of the Assessment, at the option of the Board and without notice, will be due and payable and will bear interest from the due date at a rate equal to two percent (2%) above the prime rate of interest announced from time to time by Home City Federal Savings Bank at Springfield, Ohio, or its successor, in its capacity as a commercial bank, but not more than the highest rate permitted by law.

10.6.2 Each Assessment, together with the interest provided in paragraph 10.6.1, will be a charge and a continuing lien in favor of the Association upon the Unit against which each such Assessment is made.

10.6.3 At any time after an Assessment remains unpaid for thirty (30) days after it has become due and payable, a certificate of lien for the entire unpaid balance of that Assessment, interest and costs, may be filed in the Clark County, Ohio Records pursuant to authorization given by the Board. The certificate of lien will contain a description of the Unit against which the lien exists, the name of the record owner and the amount of the unpaid portion of the Assessments, and will be signed by the president or other chief officer of the Association.

10.6.4 The lien provided for pursuant to this Section 10 will remain valid for a period of five (5) years from the date a certificate of lien was duly filed, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

10.6.6 Each Assessment (or installment of an Assessment),

together with interest and costs, will be the joint and several personal obligation of the Unit Owner or Owners who owned the Unit at the time such Assessment (or installment) becomes due. The obligation for delinquent Assessments, interest and costs will not be the personal obligation of the successors in title of such Unit Owner unless expressly assumed by such successors; provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien, for these delinquent Assessments, interest and costs will not be impaired or abridged by reason of any transfer of ownership of such Unit.

10.6.7 To obtain payment of the unpaid balance of a delinquent Assessment, interest and costs, the Association, when authorized by the Board, may bring an action at law against the Unit Owner personally obligated to pay the same, or an action to foreclose the lien, or both. In any such foreclosure action, the Unit Owner affected will be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action will be entitled to become a purchaser at the foreclosure. In any such action, interest and costs of such action (including reasonable attorneys' fees) will be added to the amount of any such Assessment, to the extent permitted by Ohio law.

10.6.8 No Unit Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Common Areas or by abandonment of his Unit.

10.7 **Subordination of the Lien to First Mortgages.** The lien for Assessments provided for pursuant to this Section 10 will be subject and subordinate to the lien of any duly executed and recorded first mortgage to a commercial lender on a Unit; provided, however, that if such mortgage lender becomes an owner of a Unit, it must pay all future Assessments attributable to such Unit.

10.8 **Certificate Regarding Assessments.** The Board will, upon demand, for a reasonable charge, furnish a certificate signed by the president, secretary or other designated officer of the Association, setting forth the amount of all outstanding Assessments on a

specified Unit. This certificate will be conclusive evidence of payment of any Assessment stated to have been paid.

11. **GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS.**

- 11.1 **Right of Entry for Repair, Maintenance and Restoration.** The Association will have the right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to the extent reasonable necessary under then-existing conditions, to enable the Association to perform its obligations, rights and duties with respect to regulation, maintenance, repair, alteration, replacement, restoration or servicing of any item or area of the Condominium Property, or as may be directed by the Board from time to time in carrying out its duties.
- 11.2 **Easements for Encroachments.** If by reason of the construction, settlement or shifting of the Buildings, or by reason of the partial or total destruction and rebuilding of the Buildings, any part of the Common Areas encroaches upon any part of a Unit, any part of a Unit encroaches upon any part of the Common Areas, or any part of a Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachments are hereby established. Such easements will exist for the benefit of any such Unit and the Common Areas so long as the encroaching structures remain. However, in no event will an easement for any encroachment be created in favor of any Unit Owner if such encroachment occurred due to the willful conduct of such Unit Owner.
- 11.3 **Utility and Service Easements.** Easements are hereby created upon, over, under and through all of the Condominium Property, including each Unit, in favor of the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of, cable television, security systems, and all utilities, including, but not limited to, water, sewer, gas, telephone and electricity. Any Service Company may construct and maintain the necessary poles, equipment, wires, circuits and conduits on, above, across, under and through the Condominium Property so long as such equipment and other items do not, in the judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property, and the Board may grant to such Service Company any such easement.
- 11.4 **Easements for Support.** Every portion of every Building, or any other Improvement on any portion of the Condominium Property contributing to the support of another part of the Condominium Property will be burdened

with an easement of support for the benefit of all such other parts of the Condominium Property.

- 11.5 **Easement for Ingress and Egress.** Every Unit Owner has a right and easement of enjoyment in, over and upon the Common Areas and a right of access to and from his or her Unit, which rights and easements will be appurtenant to and will pass with the title to his or her Unit, subject to the right of the Board to make reasonable Rules and Regulations concerning the use and management of the Common Areas, provided that no such Rule or Regulation will unreasonably limit or prohibit the right of ingress or egress to a Unit. Any Unit Owner may delegate the Unit Owner's right of enjoyment to the Common Areas and to ingress to and egress from a Unit to that Unit Owner's Occupants, guests, licensees, and invitees.
- 11.6 **Easements for Declarant.** The Declarant will have an easement over such portion of the Common Areas and all Units as is reasonably necessary to complete the construction of Improvements constituting part of the Condominium Property which are not fully constructed at the time this Declaration is recorded and to construct the Additional Buildings and related Improvements.
- 11.7 **Power of Attorney.** Each Unit Owner, by acceptance of a deed to a Unit, and his respective mortgagee, by acceptance of a mortgage encumbering such Unit, hereby irrevocably appoint Declarant, with respect to the easement set forth in Section 11.6, and the Association, with respect to the easements set forth in Sections 11.1 through 11.5, as such Owner's attorneys-in-fact to execute, deliver, acknowledge and record, for and in the name of such Unit Owner and mortgagee, such deeds and easements and other instruments as may be necessary or desirable to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit Owner, the Association, the Declarant, and the real estate to which it is applicable, runs with the land, and is coupled with an interest. A copy of any such executed deed, easement or other instrument will be supplied to each Unit Owner.

## **12. RESTRICTIONS.**

The Condominium Property is subject to the following restrictions for the benefit of Declarant and each Unit Owner:

- 12.1 **Permitted Uses.** The Condominium Property may only be used for professional office purposes.

- 12.2 **Compliance with Laws.** Declarant, the Association and each Unit Owner shall promptly comply with all laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency. The Declarant, the Association and any Unit Owner will have the right to contest, by appropriate legal proceedings diligently conducted in good faith, the validity or application of any such governmental law, ordinance, order, rule, regulation or requirement.
- 12.3 **Access to Handicapped.** All Buildings, and each of the Units therein, must at all times be accessible to disabled and handicapped persons pursuant to all applicable federal, state and local laws, ordinances, rules, regulations and requirements.
- 12.4 **Storage of Vehicles.** The Declarant, the Association and each Unit Owner will not use or permit the use of the Condominium Property for the storage of any truck, trailer, mobile home, recreational vehicle or boat.
- 12.5 **Hazardous Substances.** No Unit Owner will use or permit the use of the Condominium Property for the transportation, storage, use, disposal, or other handling of any Hazardous Substances without first notifying the Association and complying with any requirements imposed by the Association with regard to such Hazardous Substances. Any Unit Owner storing, using or permitting the use of Hazardous Substances at the Condominium Property shall be responsible for complying with all laws, ordinances, rules, regulations and requirements imposed by any governmental authority or agency or the Association with regard to the Hazardous Substances in questions. The Declarant, the Association and each Unit Owner may not install any aboveground or underground storage tanks on the Condominium Property.
- 12.6 **Nuisance.** The Declarant, the Association and each Unit Owner will not commit or suffer any nuisance or loud, obnoxious, or dangerous activity of any kind on the Condominium Property nor will anything be done therein, either willfully or negligently, which may be or become a nuisance to any Unit Owners.

12.7 **Floor Loads.** No Unit will have placed on any floor a load greater than the floor load per square foot which that floor was designated to bear and which is permitted by law which load is 100 pounds per square foot.

12.8 **Uses of Common Areas.** Except as otherwise provided herein, the Common Areas will be used only for access to Units and parking for Owners and Occupants, and their employees, invitees, agents and contractors, and for the health, safety, welfare, convenience or comfort of such persons and subject to the Rules and Regulations.

There will be twenty (20) standard size parking spaces within the Common Areas. These parking spaces will provide short term parking for members of the public having business with the occupants of the Condominium and will provide parking for the occupants of the Condominium.

12.9 **Windows and Other Visible Areas.** Nothing will be hung or displayed in or on the windows of a Unit or placed on the outside walls of any Building, except for signs permitted pursuant to Section 12.12 herein. No awning, canopy, screen, planting, shutter, antenna or transmitter, or any other device or ornament will be affixed to or placed upon the exterior walls or the roof, except (i) as provided by the Rules and Regulations or (ii) as authorized by the Board.

12.10 **Structural Integrity.** Nothing will be done in any Unit, or in, on, or to the Common Areas, which will impair or change the structural integrity of any of the Improvements.

12.11 **Exterior Modifications.** In order to preserve a harmonious exterior appearance of the Condominium Property, no Unit Owner may alter or modify the exterior of any Building in any way, including, without limitation, changing windows, painting exterior surfaces, or hanging or displaying anything from or outside his Unit, except as otherwise permitted by the Rules and Regulations and with the written consent of the Board and except for signs permitted pursuant to Section 12.12 herein.

- 12.12 **Signs.** Other than the Declarant, no Unit Owner may display any sign without the approval of the Board.
- 12.13 **Additional Uses.** Additional uses of the Condominium Property may be permitted with the prior written consent of the Association. Such consent may be limited to a specific Unit or Units, or a portion thereof, or Unit Owner or Unit Owners or be for a specific period of time. Such consent will not waive the restriction or prohibit enforcement of future violations of this Section.
- 12.14 **Rules and Regulations.** Each Unit Owner must also comply with all Rules and Regulations regarding the Condominium Property as the Association may promulgate from time to time.
- 12.15 **Settlement of Disputes.** In the event of any dispute between Unit Owners regarding the application of these restrictions or any Rule or Regulation, an aggrieved party may submit a complaint in writing to the Board specifying the dispute. The Board will set a time and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each affected party not less than five (5) days in advance of such hearing. The Board, after hearing such evidence and arguments as it deems proper, will render a written decision on the matter and deliver the same to each party within thirty (30) days after such hearing. No legal action or other proceeding may be instituted by either party on such a dispute unless such decision has been made and delivered, or unless both parties have waived the requirement for such hearing and decision. The provisions of this Section 12.16 will not be operative until after the Unit Owners assume control of the Board pursuant to Section 7.
- 12.16 **Rights of Declarant.** Notwithstanding anything in this Declaration to the contrary, Declarant and its designees may use the Common Areas and unsold Units for purposes of promotion and sale of unsold Units. Such rights of the Declarant will include, but are not limited to, the use of unsold Units as model Units, the use of unsold Units for business purposes relating to the sale of Units, and the use of outdoor parking areas for potential buyers of Units and personnel employed or hired by Declarant.

12.17 **Right of First Refusal.**

(a) Upon the receipt by an Unit Owner of an acceptable bona fide offer to buy their unit, they shall mail or deliver a copy of the offer to the adjacent Unit owner and the tenant of the Unit being offered for sale either by personally delivering or by mailing it. The adjacent Unit Owner and the tenant of the Unit being offered for sale shall have a period of thirty (30) days after the last copy of the offer has been delivered or mailed within which to exercise the right of first refusal, which they may exercise only by delivering or mailing written notice of exercise to the owner of the Unit proposed to be sold. Upon exercise of the right of first refusal there shall be formed a binding contract for the sale of the Unit between the owner of the Unit proposed to be sold and the adjacent Unit owner who has exercised the right or between the owner of the Unit proposed to be sold and the tenant of the Unit being offered for sale, as the case may be.

(b) If neither the owner of the adjacent Unit in the Condominium nor the tenant of the Unit being offered for sale shall elect to exercise the right of first refusal to purchase, then the owner of the Unit proposed to be sold may sell it in accordance with the provisions of the offer, provided that a binding contract of sale between the owner of the Unit being sold and the purchaser shall be entered into within thirty (30) days after the expiration of the period allowed for exercise of the right of first refusal herein set forth. If no such binding contract is entered into within that period, then before the Unit Owner may sell the Unit proposed to be sold, the procedure herein set forth must be followed with respect to subsequent proposed sales.

(c) The rights of first refusal shall apply to leases for terms in excess of twenty-five (25) years, including all renewal options.

(d) The rights of first refusal shall not apply to a transfer of ownership of an unit by an owner to a member or members of their family, by deed or will, directly or through a trust, or to a corporation which the owner or their family controls, or to a transfer by a corporate owner to its stockholders or to another corporation which its stockholders control, or to a transfer by a partnership to its partners, or to a transfer by individual owners to a corporation or a partnership controlled by them.

(e) The rights of first refusal shall not apply to a sale made by a Sheriff as the result of foreclosure of a mortgage on a Unit or a sale by a Unit owner to a mortgagee in lieu of foreclosure of a mortgage on the Unit, provided

that the mortgagee, shall, not less than thirty (30) days before commencing proceedings to foreclose a mortgage or accepting a deed in lieu of foreclosure, first give the owner of the adjacent Unit and the tenant of the subject Unit a written notice of their proposed action.

(f) The provisions of this Paragraph 12.17 may be amended or eliminated only by the unanimous vote of the unit owners.

(g) The rights of first refusal set forth in this paragraph shall apply to all sales of units in the condominium after the initial sales made by the Declarant.

### 13. **EXPANSION**

13.1 **Reservation by Declaration.** Declarant explicitly reserves the right to expand the Condominium Property from time to time and at any time, pursuant and subject to the terms of this Section 13, by adding additional Buildings and Units on the Land at the locations shown on the Drawings as "Future Building Sites" and by constructing related Improvements, such as parking lots, driveways, sidewalks and utility lines, on other portions of the Land in order to serve the Additional Buildings. Declarant's right to expand the Condominium is without limitation and the consent of the Unit Owners is not required for such expansion.

13.2 **Time Limit for Expansion.** Declarant's right to expand the Condominium must be exercised, if at all, on or before the date that is seven (7) years after the date this original Declaration is filed for record with the Clark County Recorder. The seven (7) year period described in the preceding sentence may be renewed at the option of the Declarant if Declarant exercises such renewal right within six (6) months prior to the expiration of the original seven (7) year period and if the majority of the Unit Owners' other than Declarant, consent to such renewal. If the option to renew is exercised, then written evidence of Declarant's exercise and the consent of the majority of the Unit Owners as required by this Section 13.2 shall be filed as an amendment to this Declaration.

13.3 **Additional Improvements.** Declarant is not obligated to add Additional Buildings to the Condominium and may elect to add one or more Additional Buildings in any order it desires and without being obligated to add any other Additional Buildings. Except that the Additional Buildings will be constructed only within the Future Building Sites, there are no limitations on the locations of any other Improvements that may be added to the Condominium as part of any expansion pursuant to this Section 13.

Declarant intends to cause the Additional Buildings and all related Improvements that are to be added to the Condominium to be of substantially equal quality, constructed of similar materials and with similar architectural style as the Buildings and other Improvements originally submitted to the Condominium, but Declarant reserves the right to change its plans and any of the foregoing items without notice to or the consent of the other Unit Owners. Declarant also intends to add to the Condominium Property additional Improvements with each Additional Building such as driveways, parking areas, sidewalks, utility lines and facilities and landscaping, but Declarant is not required to add such additional Improvements and there are no restrictions or limitations upon the additional Improvements that may be made or upon the location of such additional Improvements.

- 13.4 **Maximum Number of Units.** The maximum number of Units that may be added to the Condominium by Declarant pursuant to this Section 13 is five (5). In addition, there shall be no more than five (5) Units per acre of the Future Development Land added to the Condominium by Declarant pursuant to this Section 13.
- 13.5 **Limitations on Units.** Although Declarant intends that the Units to be added to the Condominium pursuant to this Section 13 be substantially identical to Units previously submitted, there are no limitations as to the types of Units that may be added.
- 13.6 **Reservation of Right to Create Limited Common Areas.** Declarant reserves the right to create Limited Common Areas of the same types and nature as described in Section 7.2 for the existing Buildings for each of the Additional Buildings. Declarant shall establish such areas as Limited Common Areas concurrently with the submission of the Unit(s) served by such Limited Common Areas in the amendment to the Declaration adding such Unit(s).
- 13.7 **Amendment to Declaration to Add Buildings.** Each time Declarant exercises the option to expand the Condominium, Declarant shall execute and record an amendment to the Declaration pursuant to Section 5311.051 of the Ohio Revised Code. Each such amendment shall reallocate each Unit's interest in the Common Areas, with the interest of each such Unit being the fraction that Unit bears to the total of all Units after adding the Units subjected to the Declaration by such Amendment.

## 14. INSURANCE

- 14.1 **Hazard Insurance.** The Association will keep the Improvements continuously insured against the perils covered by an “all risk of physical loss” standard policy and such other risks as the Board may from time to time designate in an amount that is not less than ninety percent (90%) of the then replacement value of the Improvements (“Insured Value”), such insurance policies having a deductible of not more than \$2,000.00 (“Permitted Deductible”), both of the foregoing being subject to adjustment as set forth in Section 14.9. Such insurance will contain a Special Condominium Endorsement and will provide for built-in or installed fixtures and equipment to the extent customary in condominium owners’ association policies.
- 14.2 **Public Liability Insurance.** The Association will keep and maintain a comprehensive policy of public liability insurance with reference to the Condominium Property and activities thereon, with coverages with combined single limit of at least \$1,000,000.00 per occurrence for injury and property damage liability. (“Public Liability Coverage”), adjusted as set forth in Section 14.9, with no deductible. The insurance will provide coverage for (a) bodily injury, death and property damage resulting from the operation, maintenance or use of the Common Areas, and (b) any legal liability resulting from lawsuits related to employment contracts to which the Association is a party. Such insurance will contain a “severability of interest” endorsement which will preclude the insurer from denying the claim of any Unit Owner because of negligent or willful acts of any other Unit Owner. Such insurance will also include protection against such risks customarily covered with respect to developments similar in construction, location and use to the Condominium Property, as determined by the Board.
- 14.3 **Contractual Liability Coverage.** The Association will keep and maintain contractual liability coverage with a combined single limit of at least \$1,000,000.00 per occurrence (“Contractual Liability Coverage”), subject to being adjusted as set forth in section 14.9, with no deductible.
- 14.4 **Worker’s Compensation Insurance.** The Association will keep and maintain and all Unit Owners will keep and maintain Worker’s Compensation insurance in connection with all of their respective employees in connection with any activity on the Condominium Property.

- 14.5 **Quality of Insurance Companies.** The insurance coverages required under this Declaration will be obtained and maintained by means of policies with generally recognized, responsible insurance companies satisfactory to the Association. At a minimum, all such companies are to be qualified to do business in the State of Ohio and have a general policy holder rating of not less than A, as determined by the then latest edition of Best's Insurance Reports or an equal or better rating by the latest edition of its successor guide, or, if none, any comparable rating service.
- 14.6 **Type of Coverage.** Each policy of insurance required hereunder will be written to recognize the interest of the Unit Owners as tenants in common, as named insureds, as their interest may appear, and will not be subject to cancellation or substantial modification, except upon at least thirty (30) days advance written notice to the Association.
- 14.7 **Evidence of Insurance.** The Association will deposit with any Unit Owner, upon request, certificates or other evidence that (i) the insurance required hereunder has been obtained and is and continues to be in full force and effect and (ii) all premiums thereon have been paid in full.
- 14.8 **Waiver of Subrogation.** The Association and each Unit Owner have waived or hereby waive any right of action that either may acquire against the other parties (including other Unit Owners) for injury to persons or loss or damage to the property or properties of either party, if such loss or damage is caused by any of the perils normally insured against under the foregoing policies and is collectable under such policies.
- 14.9 **Adjustments to Coverage.** The Insured Value, the Permitted Deductible, and the Public Liability Coverage, will be periodically adjusted as the Board deems advisable.
- 14.10 **Type of Insurance.** Each policy of insurance required hereunder will show the named insured as follows: the "The 1990 Kingsgate Woods Office Condominium Owners' Association" and will not be subject to cancellation or substantial modification upon less than thirty (30) days advance written notice to the Association, and each Eligible Mortgage Holder. The Board or its authorized representatives will have the exclusive right to negotiate and adjust all losses. Unless the Board determines otherwise, all such insurance will contain a waiver of Subrogation of rights by the carrier as against the Association, its officers and Managers, and all Unit Owners, mortgagees and Occupants.

- 14.11 **Costs of Insurance.** The cost of each policy of insurance required to be maintained by the Association will be a Common Expense and will be payable by the Association.
- 14.12 **Other Association Insurance.** The Board will purchase and maintain contractual liability insurance, trustees and officers liability insurance, and such other insurance or fidelity bonds as the Board may deem appropriate or as the Bylaws may require. The cost of any such item will be a Common Expense and will be payable by the Association.
- 14.13 **Unit Owners' Insurance.** Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association as that Unit Owner or Occupant may determine, subject to the provisions of this Declaration, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty on Condominium Property covered by the insurance carried by the Association. If any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance will be chargeable by the Association to the Unit Owner who acquired or whose Occupant acquired such other insurance. Notwithstanding the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements and fixtures within an Unit owned by the Unit Owner or used by the Occupant, provided the latter is limited to the type and nature of coverage commonly referred to as "a condominium unit owner's form." It is recommended that every Unit Owner obtain such insurance coverage. Each Unit Owner will be responsible for determining whether the policy obtained by him or her contains adequate coverage for built-in and installed fixtures and equipment within his or her Unit to the extent not covered by the Association's policy. The Association will make the Association's policy available for inspection and copying by an Unit Owner or his or her insurance agent. The Association will also supply the name and address of the insurance agent for the Association. The Association will give all Unit Owners notice of any cancellation by the Association promptly upon receipt of any such notice.

15 **DAMAGE, RESTORATION, REHABILITATION AND RENEWAL.**

- 15.1 **Rebuilding.** In the event of damage to or destruction of any of the Improvements forming all or a part of the Common Areas, the Association will undertake all demolition, repairs, restoration, replacements, renovation or construction (the "Work") necessary to rebuild the Common Areas to their value, character and condition immediately prior to such

damage or destruction, including temporary repairs and work necessary to protect the Common Areas from further damage, in compliance with applicable zoning and building codes and all other laws. Such rebuilding must be commenced promptly and continued with diligence. Nothing contained herein will be deemed to vary any requirements of the Association as to insurance under this Declaration. Without limiting such obligations of the Association, it is agreed that the proceeds of any insurance covering such damage or destruction will be applied by the Association for such repair or replacement pursuant to Section 15.2.

- 15.2 **Cost of Repair.** For the purpose of paying the cost of repair, replacement or rebuilding, if such estimated cost exceeds \$50,000, the proceeds of insurance policies on the Common Areas received by the Association or any mortgagee will be paid into an escrow account and disbursed during the course of Work. If the amount of the insurance proceeds are insufficient to pay the cost of the necessary Work to repair, replace or rebuild such damaged Common Areas, the Association will raise such funds by means of a Special Assessment pursuant to Section 10.3 and will pay into the escrow account any additional sum required, and if the amount of insurance proceeds is in excess of the cost of such Work, any excess will be credited to the Operating Reserve Fund of the Association. The escrow account to be established for such insurance proceeds will be in the name of the Association and the proceeds in such escrow account will be paid out from time to time as Work progresses (including expenditures made for temporary repairs or for the protection of the Common Areas pending completion of permanent restoration). If such estimated cost of repair, replacement or rebuilding is less than \$50,000, the above-referenced escrow account need not be established, but the Association must complete all repair, replacement or rebuilding.
- 15.3 **Non-Restoration of Damage or Destruction.** Anything to the contrary in the immediately preceding paragraphs of this Section notwithstanding, in case of destruction of fifty percent (50%) or more of the Buildings or damage thereto from any cause so as to make fifty percent (50%) or more of the Buildings untenable, the Unit Owners, by vote of at least seventy-five percent (75%) of the voting power, may elect not to restore or repair the damage or destruction. Upon such an election by the Unit Owners, the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner and the proceeds of insurance on the Condominium Property will be distributed to and among Unit Owners and mortgage holders, as their interests may appear, in proportion to their respective percentage interest in the Common Areas.

- 15.4 **Insufficient Insurance.** If any Improvements forming a part of the Common Areas will suffer damage or destruction from any cause or peril which is not insured against, 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 elect not to repair or restore as set forth in Section 15.3, the Association will make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed, at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective interests in the Common Areas. The Board may make a Special Assessment against Unit Owners for their shares of such expenses.
- 15.5 **Rehabilitation and Renewal.** The Association, with the consent of the Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit Owners, may determine that the Condominium is physically obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board will thereupon proceed with such renewal and rehabilitation and the cost of the same will be a Common expense.

16. **CONDEMNATION.**

- 16.1 **Payment of Condemnation Proceeds.** If the whole or any portion of the Condominium Property is taken or sold by the Unit Owners under threat of condemnation or appropriation by any public authority having the power of eminent domain, the Association will be entitled to take the entire award for the Condominium Property on behalf of the Unit Owners.
- 16.2 **Use of Condemnation Proceeds.** If a portion of the Condominium Property is taken or sold by the Unit Owners under threat of condemnation or appropriation, by any public authority having the power of eminent domain, then the award granted the Unit Owners will be paid to and applied by the Association if economically feasible, to the restoration and repair of the Improvements.
- 16.3 **Cost of Repair.** For the purpose of paying the cost of any repair, restoration, replacement or rebuilding, if such estimated cost exceeds \$50,000.00, the proceeds of such condemnation or sale of the Improvements received by the Association or any Unit Owner will be paid into an escrow account and disbursed during the course of Work. If the amount of the condemnation or sale proceeds is insufficient to pay the cost of the necessary Work to repair, replace or rebuild such Improvements that were condemned or sold, the Association will raise such funds by means

of a Special Assessment pursuant to Section 10.3. Any such proceeds in excess of the cost of such Work shall be retained by the Association and credited to the Operating Reserve Fund of the Association. The escrow account established for such condemnation or sale proceeds will be in the name of the Association and the proceeds in such escrow account will be paid out from time to time as Work progresses (including expenditures made for temporary repair or for the protection of the Improvements pending completion of permanent restoration). If such estimated cost of repair, restoration, replacement or rebuilding is less than \$50,000.00, the above-referenced escrow account need not be established, but the Association will be responsible for completing such repair, restoration, replacement or rebuilding.

17. **AMENDMENTS.**

17.1 **Power to Amend.** Except as expressly provided in any provision of this Declaration, any amendment of this Declaration, the Drawings or the Bylaws will require (i) the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of the Unit Owners and during the Development period, the (ii) written consent of the Declarant.

17.2 **Exceptions.** The provisions of Section 18.1 notwithstanding:

17.2.1 The consent of all affected Unit Owners is required for any amendment changing (i) the boundaries of their Units, or (ii) except pursuant to Section 13, the undivided interest in the Common Areas appertaining to their Units or (iii) the liability for Common Expenses appertaining to them or (iv) any provisions pertaining to parking in Section 12.8 herein.

17.2.2 The consent of all Unit Owners is required for an amendment changing the fundamental purposes to which any Unit or the Common Areas are restricted.

17.3 **Method of Amendment.** An amendment to this Declaration, the Drawings, or the Bylaws will be adopted with the consent herein provided, in a writing executed with the same formalities as this Declaration by two officers of the Association and containing a certification that the amendment was duly adopted in accordance with the forgoing provisions, and will be effective upon the filing of the same in the Clark County, Ohio Records.

18. **TERMINATION OF CONDOMINIUM.**

- 18.1 **Procedure for Removal.** Except as provided in Section 15, by the affirmative vote of Unit Owners holding one hundred percent (100%) of the voting power of the Unit Owners and with the written consent of the Declarant if the Development Period has not expired, the Condominium Property may be removed from the provisions of the Condominium Law. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, will be paid, released, or discharged, and a certificate setting forth that such election was made will be filed in the Clark County, Ohio Records. Such certificate will be signed by the President of the Association, who will certify under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any party of the Common Areas have been paid, released, or discharged, and will also be signed by the Unit Owners, each of whom will certify under oath that all such liens and encumbrances on his Unit have been paid, released, or discharged.
- 18.2 **Removal From Condominium Regime.** The Condominium Property will be deemed removed from the provisions of the Condominium Law upon filing of the certificate provided for in Section 18.1 in the Clark County, Ohio Records.

19. **MISCELLANEOUS PROVISIONS.**

- 19.1 **Covenants Running With the Land.** The covenants, conditions, restrictions, easements, reservations, liens and charges created herein will run with and bind the Land, and each part thereof, will be binding upon and inure to the benefit of all parties having any right, title or interest in or to any part of the Condominium Property, and the Association, and their respective heirs, successors and assigns.
- 19.2 **Non-Waiver of Covenants.** No covenants, restrictions, obligations, or provisions contained herein will 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.
- 19.3 **Severability.** Invalidation of any one of the provisions of this Declaration by judgment or court order will in no way affect any other provisions hereof, all of which will remain in full force and effect. If any language of this Declaration conflicts with mandatory provisions of Ohio statutory law,

statutory requirements will prevail and the conflicting language will be deemed to be invalid and void, provided such invalidity will not affect any other provisions of this Declaration, which provisions will remain in full force and effect.

- 19.4 **Enforcement.** In addition to any other remedies provided in this Declaration, Declarant, the Association, and each Unit Owner will have the right to enforce, by any proceedings at law or in equity, including by specific performance, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The foregoing notwithstanding, if any dispute between the Association and any Unit Owner or Occupant arises, other than a dispute with respect to Assessments, the parties will first submit said dispute to arbitration in accordance with the arbitration law of Ohio then in effect before a single independent arbitrator selected by the Board.
- 19.5 **Captions.** The captions used in this Declaration are included merely to assist in locating the various provisions hereof, and will not be relied upon or used in construing the effect or meaning of any of the text hereof.
- 19.6 **Gender and Grammar.** The singular wherever used herein will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships, men or women will be assumed, in all cases, as though in each such case fully expressed.

IN WITNESS WHEREOF, WRENWOOD DEVELOPMENT CORPORATION has executed this Declaration this 31<sup>st</sup> day of October, 2002.

Nancy Brackett

Wrenwood Development Corporation

By: Robert L. Hellmuth  
Robert L. Hellmuth, President

State of Ohio, County of Clark, SS:

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2002 by Robert L. Hellmuth, President on behalf of Wrenwood Development Corporation, an Ohio Corporation.

Christine E. Rouch  
Notary Public, State of Ohio

CHRISTINE E. ROUCH  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 7-26-2004

**CERTIFICATE OF AUDITOR**

A copy of the foregoing Declaration with Bylaws and Drawings was filed with this office on the \_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Clark County Auditor

\_\_\_\_\_  
Deputy Auditor

This instrument was prepared by:  
Gorman, Veskauf, Henson & Wineberg  
4 W. Main Street, Suite 723  
Springfield, Ohio 45502  
(937) 325-7058

**BYLAWS OF  
THE 1990 KINGSGATE WOODS OFFICE CONDOMINIUM UNIT  
OWNERS' ASSOCIATION, INC.**

**INTRODUCTION**

**THE 1990 KINGSGATE WOODS OFFICE CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC.** (the "Association") is to govern and manage the Condominium Property of The 1990 Kingsgate Woods Office Condominium. These Bylaws of the Association ("Bylaws") supplement the Declaration of The 1990 Kingsgate Woods Office Condominium ("Declaration") by providing the Association with procedures to use in governing and managing the Condominium Property. Anyone who owns, rents, occupies, or uses any Unit or the Common Areas is subject to the Declaration, the Bylaws, and any rules and regulations ("Rules and Regulations") which may be adopted by the Association's Board of Managers. As required by Section 5311.06 of the Ohio Revised Code, a true copy of the Bylaws has been or will be attached as an Exhibit to the Declaration which has been or will be filed with the County recorder and County auditor. Terms used in these Bylaws which begin with capital letters and are not otherwise defined shall have the meanings set forth in the Declaration.

**SECTION 1**

**ASSOCIATION NAME**

The name of the Association shall be The 1990 Kingsgate Woods Office Condominium Unit Owners' Association.

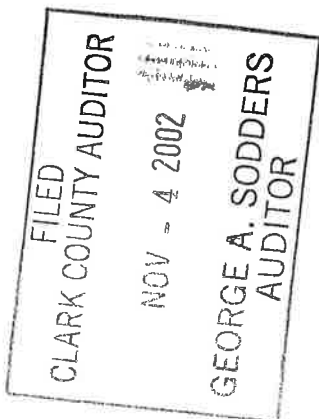
**SECTION 2**

**UNIT OWNERS (MEMBERS)**

- 2.1 **Composition.** Each person owning a fee-simple interest in a Unit ("Unit Owner") is a member of the Association.
- 2.2 **Voting.**
  - 2.2.1 **Voting Rights.** The Unit Owner (s) shall be entitled to one vote for each Unit they own.

The "voting power of all Unit Owners" at any given time shall be the total number of votes for all Units.

Only Unit Owners in good standing shall be entitled to vote, whether personally, by proxy, or by mail, at an annual or special meeting



of Unit Owners or through an action by Unit Owners without a meeting under Section 2.8. An Unit Owner shall be in good standing if, three (3) days before the meeting or action-circulation date, the Unit Owner (i) has paid all assessments and any interest, costs, attorney fees, penalties, and other expenses chargeable to the Unit Owner and/or against his or her Unit(s) which are then due, and (ii) is not in default in the performance of any other obligation as an Unit Owner.

Unless otherwise expressly set forth by law, the Declaration, or the Bylaws, the affirmative vote of a majority of the voting owners of the Unit Owners voting on any matter at a meeting of Unit Owners shall be sufficient to determine that matter, provided that the quorum requirement is met at the time of completion of that vote.

2.2.2 **Proxies.** Unit Owners may vote or act in person or by proxy. The person designated a proxy need not be an Unit Owner. An Unit Owner shall designate a proxy by written notice to the Board of Managers and, except as otherwise provided in the Declaration by the Bylaws, may revoke the designation at any time by written notice to the Board of Managers. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Unit, the presentation to the Board of Managers of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. Written notice to the Board of Managers or in a meeting of the revocation of a proxy designation shall not affect any vote or act previously taken.

2.2.3 **Voting by Mail.** An Unit Owner may vote by mail on any matter voted on at any meeting of Unit Owners, by written vote mailed or personally delivered to the Secretary of the Association within the period seven (7) days before the date of the meeting. A written vote shall be filed with records of the Association.

2.3 **Annual Meeting.** Each year, the Board of Managers specify the date, time, and place for the annual meeting of Unit Owners, which shall be held at 1990A, Kingsgate Drive, Springfield, Ohio. The purpose of the annual meeting shall be to elect the Board of Managers, to consider reports to be presented before the meeting, and to transact any other business which may properly be brought before the meeting.

2.4 **Special Meetings.** Special meetings of Unit Owners may be called at any time by the President or by the Board of Managers. Special meetings shall be called by the President upon written request, delivered to the President in person or by

certified mail, of Unit Owners having at least twenty-five percent (25%) of the voting power of all Unit Owners. Upon receipt of this request, the President shall immediately cause written notice to be given of a meeting to be held on a date not less than seven (7) nor more than thirty (30) days after receipt of this request. If written notice is not given within ten (10) days after the delivery of the request, the Unit Owners making the request may call the meeting and give written notice of it.

- 2.5 **Notice of Meetings.** Written notice shall be given not less than seven (7) or more than thirty (30) days before a meeting. The Secretary or other person(s) required or permitted by these By-laws to give notice shall give written notice to each Unit Owner of record as of the day on which notice is given.

Notice of a meeting of Unit Owners shall specify the date, time, and place of the meeting, and shall specify the purpose(s) of a special meeting. Notice of the date, time, place, and purpose(s) of any meeting of Unit Owners may be waived by any Unit Owner, before or after the meeting, by a writing filed with the records of the Association. The attendance of any Unit Owner at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Unit Owner of notice of the meeting. Meetings shall be held at the offices of the Association or at such other place in Clark County, Ohio, as may be designated in the notice of the meeting.

- 2.6 **Quorum; Adjournment.** A vote submitted by mail under Section 2.2.3 shall not be counted in establishing a quorum for any meeting or for any vote. Except as may be otherwise provided by law or by the Declaration, there shall be a quorum at any meeting of Unit Owners where Unit Owners who hold one-third of the total voting power of all Unit Owners in good standing are present in person or by proxy. For a vote on any matter to be valid, the quorum requirement must be met at the time of completion of that vote. Whether or not a quorum is present, the Unit Owners entitled to exercise a majority of the voting power represented at a meeting of Unit Owners may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

- 2.7 **Order of Business.** The order of business at all meetings of Unit Owners shall be as follows:

- (1) Calling of meeting to order;
- (2) Roll-call; determination of whether there is a quorum;
- (3) Proof of notice of meeting or waiver of notice;

- (4) Reading of minutes of preceding meeting;
- (5) Reports of officers;
- (6) Reports of Committees;
- (7) Election of Managers (when appropriate);
- (8) Unfinished and/or old business;
- (9) New business; and
- (10) Adjournment.

2.8 **Action without a Meeting.** Any action which may be taken at a meeting of Unit Owners may be taken without a meeting in a writing or writings signed by Unit Owners having a majority of the total voting power of all Unit Owners in good standing, which writing(s) shall be filed with the records of the Association. The date on which a writing begins circulation among Unit Owners shall be the "action-circulation date."

### SECTION 3

#### **BOARD OF MANAGERS**

3.1 **Number; Qualification; Compensation.** The initial Board of Managers ("Board") shall consist of three members ("Managers") selected by the Declarant. Managers appointed by the Declarant need not be Unit Owners. A Manager elected by Unit Owners shall be an Unit Owner or a spouse of an Unit Owner, except that if an Unit Owner is a corporation, partnership, joint venture, or other entity, the Unit Owners may elect as a Manager an officer, partner, joint venturer, or like individual affiliated with this Unit Owner. Managers shall serve without compensation.

3.2 **Authority to Appoint and to Elect Managers.**

3.2.1 **Development Period.** Initially, the Managers shall be the persons appointed by the Declarant from time to time. Until the expiration of the Development Period, Declarant shall have the absolute right to appoint the Managers at each annual meeting of the Unit Owners.

3.2.2 **Post-Development Period.** Within thirty (30) days after the expiration of the Development Period, the President of the Association shall call a

special meeting of the members of the Association. At that special meeting, all Unit Owners shall elect all Managers (the "Development Period Special Meeting"). The persons so elected shall take office upon election. At all times after the Development Period Special Meeting, the Unit Owners shall elect the Managers at the annual meeting of Unit Owners.

- 3.3 **Term.** A Manager appointed by the Declarant shall serve until the Declarant replaces the Manager at an annual meeting or otherwise, the Manager dies or resigns, or a successor is elected by the Unit Owners as provided in Section 3.2.2.

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

A Manager may be reelected or reappointed for additional terms.

- 3.4 **Nominations; Election Procedure.** When Unit Owners are entitled to elect the Board of Managers, nominations shall be made from the floor at the meeting of Unit Owners under Section 3.2.2 or at an annual meeting of Unit Owners.

Election shall be by written ballot. The Unit Owner(s) of each Unit may cast, in respect to each vacancy, the vote to which that Unit is entitled under the Declaration and the Bylaws. The three (3) nominees receiving the largest number of votes for each vacancy shall be elected to fill that vacancy. Cumulative voting shall not be permitted.

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

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

If a vacancy is created because of resignation, removal, or death, a successor shall be appointed or elected to serve for the unexpired term of the departed Manager. The Declarant shall appoint a successor for any Manager appointed by the Declarant, and the

Unit Owners shall elect a successor for any Manager elected by the Unit Owners using the procedure set forth in Section 3.4, at an annual meeting of Unit Owners or at any special meeting of Unit Owners called for the purpose of filling this vacancy.

- 3.6 **Organizational Meeting.** Promptly after each annual meeting of Unit Owners, the Board shall hold a meeting to elect officers and transact any other business which may properly be brought before the meeting.
- 3.7 **Regular Meetings.** Regular meetings of the Board shall be held no less often than quarterly, on the date and at the time and place fixed from time to time by the Board.
- 3.8 **Special Meetings.** Special meetings of the Board may be held at any time when called by the President or any two (2) Managers.
- 3.9 **Notice of Meetings; Attendance by Unit Owners.** Notice of the date, time, and place of organizational, regular, and special meetings of the Board shall be given to each Manager by personal delivery, mail, telegram, or telephone at least two (2) days before the meeting. The notice need not specify the purpose(s) of any meeting. Notice of the date, time, and place of any meeting may be waived by a Manager, before or after the meeting, by a writing filed with or entered upon the records of the meeting. Attendance of a Manager at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Manager of notice of the meeting.

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

- 3.10 **Quorum; Adjournment.** A majority of the Managers then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Managers present at a meeting may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.
- 3.11 **Voting Power.** At any meeting of the Board at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter, except as may be otherwise expressly provided in the Declaration or these Bylaws.

The President may cast an additional vote to break a tie vote on any matter.

- 3.12 **Action by Board without a Meeting.** Any action which may be taken at a meeting of the Board may be taken without a meeting in a writing or writings signed by all the Managers, which writing(s) shall be filed with the Board records.

## SECTION 4

### **OFFICERS**

- 4.1 **Officers; Qualifications.** The Association shall have a President, Vice President/Secretary and Treasurer. The Board may create other offices from time to time. The President, Vice President/Secretary, and Treasurer shall be Managers; any other officer need not be a Manager but shall be an Unit Owner or a spouse of an Unit Owner or, if an Unit Owner is a corporation, partner, joint venture or other entity, the officer, partner, joint venture or like individual affiliated with such Unit Owner may serve as such an officer. The same person may hold two or more offices, but no officer shall execute an instrument in more than one capacity if the signatures of two or more officers are required by law, the Declaration, or the Bylaws.
- 4.2 **Election.** The Board shall elect the officers at its annual organizational meeting, or at the Development Period Special Meeting, and the persons so elected shall take office upon election.
- 4.3 **Term.** An officer shall serve for a one-year term and until a successor is elected, or until the officer's earlier resignation, removal from office, or death. An officer may be reelected for additional terms.
- 4.4 **Removal; Resignation; Vacancies.** The Board may remove any officer at any time, with or without cause. Any officer may resign at any time by oral statement made at a meeting of the Board or by written notice delivered to the Secretary. The resignation shall take effect immediately or at the time specified by the resigning officer. Any vacancy in any office may be filled by the Board.
- 4.5 **Powers and Duties.** The powers and duties of officers shall be as the Board may determine from time to time. Unless the Board determines otherwise, the following officers shall have the powers and duties set forth below.
- 4.5.1 **President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of Unit Owners and at all meetings of the Board. The President may sign all legal instruments authorized by and on behalf of the Association.

- 4.5.2 **Vice President.** The Vice President shall perform the duties of the President whenever the President is unable or unwilling to act, as determined by the Board.
- 4.5.3 **Secretary.** The Secretary shall record the votes and keep the minutes of meetings of Unit Owners and of the Board, shall give notice of meetings of Unit Owners and of the Board, shall keep current records showing the names and addresses of Unit Owners and their respective interest in the Common Areas and the number of votes to which each Unit Owner is entitled, and shall give each Unit Owner a copy of any Rules and Regulations or amendments thereto.
- 4.5.4 **Treasurer.** The Treasurer shall receive and be responsible for all money, bills, notes, and similar property of the Association; shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and other common receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Unit Owners; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Unit Owners at the annual meeting, with a copy to be mailed or delivered in person to each Unit Owner.

## SECTION 5

### ASSESSMENTS

- 5.1 **Types; Duty to Pay.** "Annual Operating Assessments" and "Special Assessments" (as defined in the Declaration) shall be assessments charged proportionately against all Units for common purposes. An Unit's "proportionate share" of Annual Operating Assessments and Special Assessments shall be that Unit's percent of Ownership of Common Areas as set forth in the Declaration. "Special Individual Unit Assessments" (as defined in the Declaration) which are not for common purposes, shall be assessments which are properly chargeable to less than all of the Units.
- 5.2 **Common Assessments.**
- 5.2.1 **Annual Operating Assessments.**

**5.2.1.1. Annual Estimated Budget for Annual Operating Assessments.**

By January 31 of each year, the Board shall estimate the cost for the next year of the following Common Expenses, to arrive at an estimated budget:

- (a) Utility and other services for the Common Areas, including, but not limited to, sewer assessments, waste removal, electricity, telephone, heat, power, and water;
- (b) That portion of the expense of operating, maintaining, and repairing all portions of the Condominium Property which are the Association's responsibility;
- (c) Casualty insurance, as provided in the Declaration;
- (d) Liability insurance, as provided in the Declaration;
- (e) Bond premiums, if any, to be paid by the Association;
- (f) Any other insurance coverage required by law;
- (g) Wages and/or fees of anyone employed by the Board, including, but not limited to, a Managing Agent for the Condominium Property, maintenance and operations personnel, lawyers, accountants, and other professionals;
- (h) Postage, materials, supplies, and other expenses of administering the Association;
- (i) Any other common expenses designated as such in Chapter 5311 of the Ohio Revised Code or in accordance with the Declaration or by the Bylaws, or which the Board may determine are necessary and/or desirable to maintain the Condominium Property in first-class condition; and
- (j) An amount to be determined by the Board, to be deposited in a reserve for contingencies and replacements, deferred maintenance, and unexpected and extraordinary expenses ("Reserve Fund").

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

By December 1 of each year, the Board shall give the Unit Owner(s) for each Unit notice of the annual estimated budget for the following year and of the Unit's Annual Operating Assessment for the following year which is to be itemized to show the amount allocated to the Reserve Fund and the amount allocated for all other purposes.

5.2.1.3 **Monthly Payments.** An Unit's Annual Operating Assessment shall be payable in semi-annual installments due in advance on the first day of January and the first day of July.

5.2.2 **Special Assessments.** In addition to levying Annual Operating Assessments, and to the extent that the Reserve Fund is insufficient, the Board may levy common assessments to construct, structurally alter, or replace capital improvements which are a part of the Common Areas, provided that the Board shall not, unless and to the extent permitted by the terms of the Declaration, without the prior written consent of Unit Owners having at least seventy-five percent (75%) of the voting power of all Unit Owners, expend funds or commit to expend funds on new capital improvements that do not replace existing improvements. Until the expiration of the Development Period, Declarant shall be one of the consenting Unit Owners, or the capital expenditure shall not be made.

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

5.2.3 **Consent Required for Legal Expenses.** The Board shall not authorize the commencement of any legal action or proceeding the cost of which shall exceed the sum of \$5,000 in legal fees and costs without having first received the consent of seventy-five percent (75%) of the total voting power of the Association to authorize such legal action. This Section 5.2.3 shall not apply to any action commenced by the Association to foreclose or otherwise enforce any lien filed by the Association against the Unit of any defaulting or delinquent Unit Owner nor shall this Section 5.2.3 apply to any action in which the Association or its trustees, managers, officers, employees or agents are named as party defendants.

5.2.4 **Status of Amounts Collected.** The amounts collected through assessments shall be held and expended for the purposes designated in the Declaration and the Bylaws. Except for adjustments reflecting prepaid or delinquent assessments, the amounts collected shall be deemed held for the Unit Owners in the proportion of their share of Common Areas.

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

5.2.5 **Common Surplus.** If Annual Operating Assessments and Special Assessments collected in any given year are in excess of the actual Common Expenses for that year, the Board may either return each Unit's proportionate share of the Common Surplus or credit it to each Unit's monthly payment(s) for the Annual Operating Assessment for the following year.

5.3 **Special Individual Unit Assessments.** If the Board satisfies an obligation set forth in Sections 6.2 or 6.7 which is properly chargeable to a particular Unit, or otherwise incurs an expense for which a Special Individual Unit Assessment may be charged under any other provisions of the Declaration or these Bylaws, the Board shall assess the Unit Owner(s) of the particular Unit(s) for the Association's costs. A Special Individual Unit Assessment shall be due and payable on the date determined by the Board, following written notice to the Unit Owner(s) subject to the assessment.

5.4 **Common Profits.** If there are Common Profits in any given year, the Board may either distribute each Unit's proportionate share of the Common Profits or may credit it as an advance payment of each Unit's monthly payment(s) for the Annual Operating Assessment for the following year.

5.5 **Common Losses.** If, at any time, each Unit is current in its monthly payments but the Common Expenses at that time exceed the Annual Operating Assessments, Special Assessments and the Common Profits, so that the Association has insufficient funds to meet its obligations, the Board may (1) charge unexpected or extraordinary expenses in a given year against the Reserve Fund, and/or (2) give the Unit Owners written notice of the reasons for the deficiency and of each Unit's

proportionate share, and assess the deficiency as a common assessment among the Units, with this assessment to be due and payable on designated monthly payment dates with the first payment due more than ten (10) days after the date the notice is given.

- 5.6 **Effective Date of Assessment.** If notice of an assessment is sent ten days before the assessment's due date, the assessment shall be effective on its due date or on the due date of the first installment if the assessment is payable in installments.
- 5.7 **Default; Remedies; Association's Lien.** If a Unit Owner is in default for ten days in the payment of any assessment or charge, the Association shall have a lien on his or her interest in a Unit, upon filing the certificate required by the Declaration, for the amount of overdue assessment (including accelerated assessments) and any late charges provided for by the Declaration. The President may bring suit, on behalf of the Board and as the representative of all Unit Owners, to enforce collection and/or to foreclose the lien. The costs of suit, legal expenses, interest, and reasonable attorney fees fixed by the court shall be added to the amount due and, to the extent permitted by the Declaration, any court decision, or any statute now or hereafter effective, shall become, when payable, a lien against the Unit Owner's interest in the Unit. As provided in the Declaration, the Managers may bid on behalf of the other Unit Owners on the interest so foreclosed at foreclosure sale, and may acquire, hold, lease, mortgage, and convey that interest. Nothing contained in these Bylaws shall be deemed to limit the rights and remedies reserved to the Association and the Board pursuant to the Declaration.
- 5.8 **Statement of Assessments.** Any holder of a mortgage or other lien on a Unit may request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the encumbered Unit and, unless the request is complied with within twenty days, the lien for unpaid Common Expenses which become due prior to the date of the request shall be subordinate to the lien of the encumbrance. Any holder of a lien may pay any unpaid Common Expense payable with respect to an encumbered Unit and upon that payment the lienholder shall have a lien on the encumbered Unit for the amount paid at the priority of the lien of the encumbrance.
- 5.9 **Board Inaction.** The Board's failure to prepare an annual estimated budget or to give timely notice of any assessment shall not release the Unit Owner(s) from the obligation to pay the assessment whenever the amount of the assessment has been determined and written notice has been given.

If the Board's inaction relates to the Annual Operating Assessment, the Unit Owners shall make monthly payments of the amount previously due until ten days after receipt of written notice of the actual assessment.

## SECTION 6

### **BOARD POWERS, DUTIES, AND RESTRICTIONS**

- 6.1 **Payment of Common Expenses.** The Board shall pay the Association's Common Expenses.
- 6.2 **Payment of Obligation of Unit Owners.**
- 6.2.1 **Taxes.** During the first years of the Condominium's existence and until the Units are separately listed for real estate taxes, assessments and/or service payments, the Board may pay such amounts for the Condominium Property when due, calculate each Unit's prorated share thereof based upon percentage of interest, assess the prorated share thereof based upon percentage of interest, assess the prorated share against each Unit, and bill the Unit Owner(s) and require payment at any time prior to the last day for payment of real estate tax bills as designated by the Clark County Auditor.
- 6.2.2 **Discharge of Mechanics' Liens.** If the Board determines that a mechanic's lien or other encumbrance levied or filed against all or part of the Condominium Property may be or become a lien against the Condominium Property or against the Common Areas, rather than a lien solely against the interests therein of particular Unit Owner(s), the Board may pay any amount necessary to discharge this mechanic's lien or other encumbrance. This authority shall not limit any statutory provisions relating to the same subject matter.
- 6.2.3 **Maintenance or Repair of Units.** If the Board determines that maintenance or repair of any part of the Condominium Property which is the responsibility of any individual Unit Owner(s) is necessary to protect or maintain the structural integrity or aesthetic and/or market value of the Common Areas or any other portion of a Building, or to maintain an aesthetically pleasing uniformity in the exterior of the Buildings or other structures on the Condominium Property, then the Board shall give the responsible Unit Owner(s) written note of the Board's determination that this maintenance or repair is necessary, and is to be commenced within ten (10) days of the giving of this notice. If the responsible Unit Owner(s) have not begun this maintenance or repair within ten (10) days, the Board

shall procure and pay for the necessary maintenance or repair.

- 6.2.4 **Discharge of Miscellaneous Obligations.** The Board may pay for other obligations properly chargeable against a particular Unit(s), including, but not limited to, payment for special services under Section 6.7.
- 6.2.5 **Individual Unit Assessments.** The Board shall assess the responsible Unit Owner(s) of any Unit for any costs expended by the Board under this Section 6.2, which assessments shall be deemed Special Individual Unit Assessments. The responsible Unit Owner(s) shall be jointly and severally liable to the Association for any such assessments.
- 6.3 **Right to Enter Units.** The Board or its agents may enter an Unit, whether or not an Unit Owner is present, (i) after giving notice as required by Section 6.2.3 in connection with maintenance or repair which is the responsibility of the Unit Owner(s), or (ii) without notice, in the event of an emergency or nuisance. The Board may retain a pass key to each Unit to facilitate entry, and Unit Owners shall not in any manner obstruct entry.
- 6.4 **Rules and Regulations.** The Board may adopt and amend Rules and Regulations for the maintenance, use, conservation, and beautification of the Condominium Property and for the health, comfort, safety, and general welfare of Unit Owners and their occupants.
- 6.5 **Books and Records.** The Board shall keep complete and accurate books of account for the Association. The Board shall make the Association's book available for inspection at any reasonable time requested by an Unit Owner, an Unit Owner's representative with written authorization, or a first mortgagee of an Unit.

The Board shall mail a statement of the amount of any delinquent assessment or other outstanding charge to an Unit Owner within ten days of receipt by the Board of a written request from the Unit Owner for such a statement.

- 6.6 **Annual Audit.** The Board may arrange annually for an accountant to audit or review the Association's books. Any annual audit or review shall, if reasonably possible, be completed prior to each annual meeting of Unit Owners. Upon written request, the Board shall provide any prospective purchaser or first mortgagee with a copy of any annual audit or review.

At any time, Unit Owners of Units having at least twenty-five percent (25%) of the voting power of all Unit Owners may request that the Board cause an audit or a review to be made of the Association's books by a Certified Public Accountant. The

Board shall arrange for the audit or review provided it is paid for by the Unit Owners making the request.

- 6.7 **Special Services.** The Board may arrange for special services or facilities for Unit Owners and their occupants including, but not limited to, cleaning, maintenance, and repair of Units. The Board shall determine the fees for these special services and facilities and may either have the affected Unit Owners billed directly or may pay for the services and facilities from the Reserve Fund and bill the affected Unit Owner(s) with a Special Individual Unit Assessment.
- 6.8 **Delegation.** The Board may delegate duties and powers to persons or firms of its choice, including a Managing Agent. The Board shall supervise any such person or firm in the performance of delegated duties and powers.

## SECTION 7

### **INDEMNIFICATION OF MANAGERS AND OFFICERS**

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

## SECTION 8

### GENERAL PROVISIONS

- 8.1 **Notice.** Unless otherwise expressly provided in the Declaration or these Bylaws, a written notice or written request shall be given when delivered in person or mailed by regular mail, postage prepaid, addressed as follows:

To the Board or to the Association—addressed to each Manager at the Manager's residence address;

To a Manager or officer - addressed to the Manager or officer at this person's residence address;

To an Unit Owner - addressed to the Unit Owner at his or her address as it last appears on the Association's Records;

To a devisee or personal representative of a deceased Unit Owner - to this person at the address appearing on the records of the court administering the deceased Unit Owner's estate.

- 8.2 **Non-Waiver of Covenants.** No delay or failure on the part of the Board and/or on the part of any officer in exercising any right, power, or privilege or in failing to enforce a covenant, condition, obligation, or provision contained in the Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations shall be or be deemed to be a waiver thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be or be deemed to be a waiver of any subsequent violation or breach of such a covenant, condition, obligation, or provision, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or preclude any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, powers, and privileges may be exercised simultaneously or consecutively.
- 8.3 **Heirs, Successors and Assigns.** These Bylaws shall be binding upon and shall inure to the benefit of the Association, the Declarant, the Unit Owners, and the Declarant's and Unit Owners' heirs, successors, and assigns.
- 8.4 **Board's Power to Bind.** A lawful agreement or determination made by the Board or an officer, in accordance with the procedures established in the Declaration and the Bylaws, shall bind all Unit Owners, their successors, and their assigns.
- 8.5 **Interpretation of Bylaws.** The Section headings are for convenience only and

shall not affect the meaning or construction of the Bylaws. A reference to a specific Section without further identification of the document containing that Section is a reference to a Section in the Bylaws. Where the context requires, masculine, feminine, and/or neuter terminology shall include the neuter, feminine, and/or masculine.

- 8.6 **Severability.** The invalidity of part or all of any provision of the Bylaws shall neither impair the validity of nor affect in any manner the Declaration or the rest of the Bylaws.
- 8.7 **No Active Business for Profit.** These Bylaws shall not be construed to give the Association authority to conduct an active business for profit on behalf of one or more Unit Owners.
- 8.8 **Governing Law.** The Bylaws shall be interpreted and enforced under the laws of the State of Ohio, including, without limitation, Ohio Revised Code Chapter 5311.
- 8.9 **Amendment of Bylaws.** These Bylaws may be amended from time to time at any annual or special meeting of the Unit Owners by an affirmative vote of not less than seventy-five percent (75%) of the voting power in the Association, except that during the Development Period, the consent of the Declarant will be necessary for any amendment to these Bylaws. Any amendment shall be attached to a certificate certifying that such amendment was duly adopted, which certificate shall be executed by the Secretary of the Association and shall be in recordable form. The certificate for each amendment to the Bylaws shall be recorded at the same offices as the Declaration.
- 8.10 **Fiscal Year.** The fiscal year, until the Board determines otherwise, shall begin on the first day of January and end on the thirty-first day of December of every year.

**IN WITNESS WHEREOF**, these Bylaws have been adopted by the Declarant, Wrenwood Development Corporation on this 31<sup>st</sup> day of October, 2002.

Wrenwood Development Corporation

By: Robert L. Hellmuth

Robert L. Hellmuth, President

STATE OF OHIO, COUNTY OF CLARK, SS:

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October  
2002 by Robert L. Hellmuth, on behalf of Wrenwood Development Corporation.

Christine E. Rouch

Notary Public, State of Ohio

CHRISTINE E. ROUCH

NOTARY PUBLIC, STATE OF OHIO

MY COMMISSION EXPIRES 7-26-2004

This instrument prepared by:  
Gorman, Veskauf, Henson & Wineberg  
4 W. Main Street, Suite 723  
Springfield, Ohio 45502  
(937) 325-7058

**EXHIBIT B**

**OWNER/DEVELOPER**  
**WRENWOOD DEVELOPMENT CORPORATION**  
 2525 N. LIMESTONE ST.  
 SPRINGFIELD, OHIO 45503

**ENGINEER/SURVEYOR**  
**HOPPES ENGINEERING & SURVEYING COMPANY**  
 1533 MOOREFIELD ROAD  
 SPRINGFIELD, OHIO 45503

CONDOMINIUM DRAWINGS

FOR

**KINGSGATE WOODS OFFICEPARK  
 CONDOMINIUM**

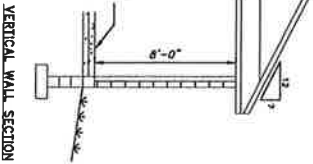
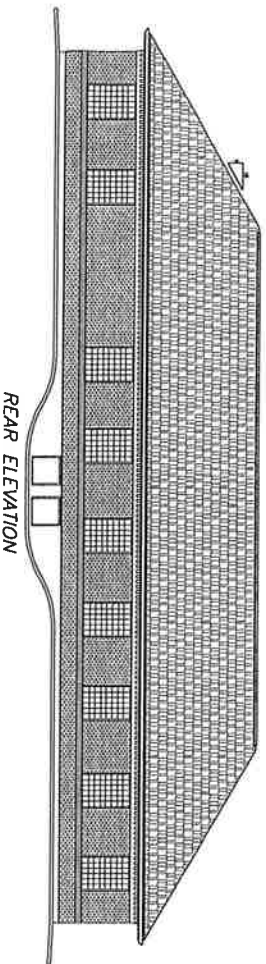
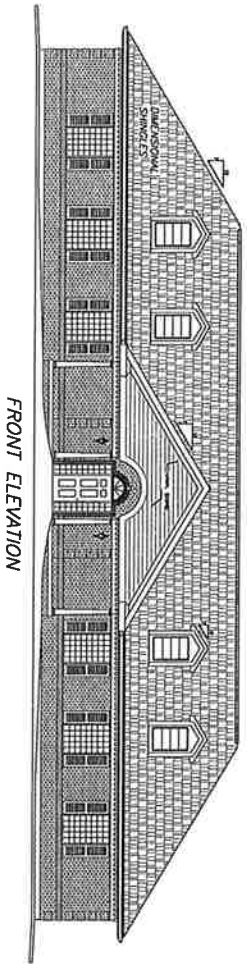
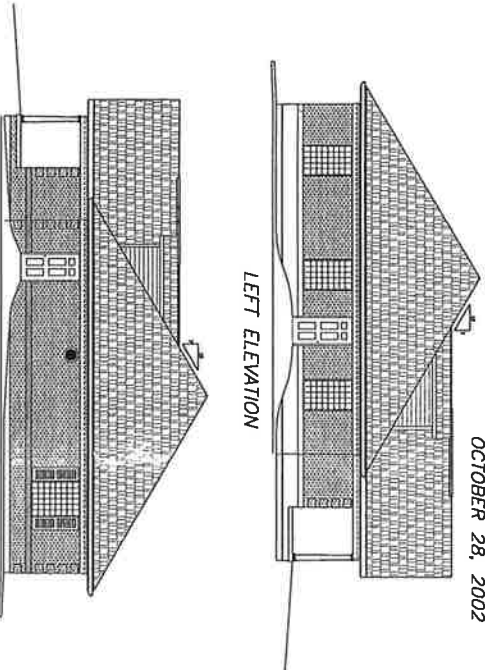
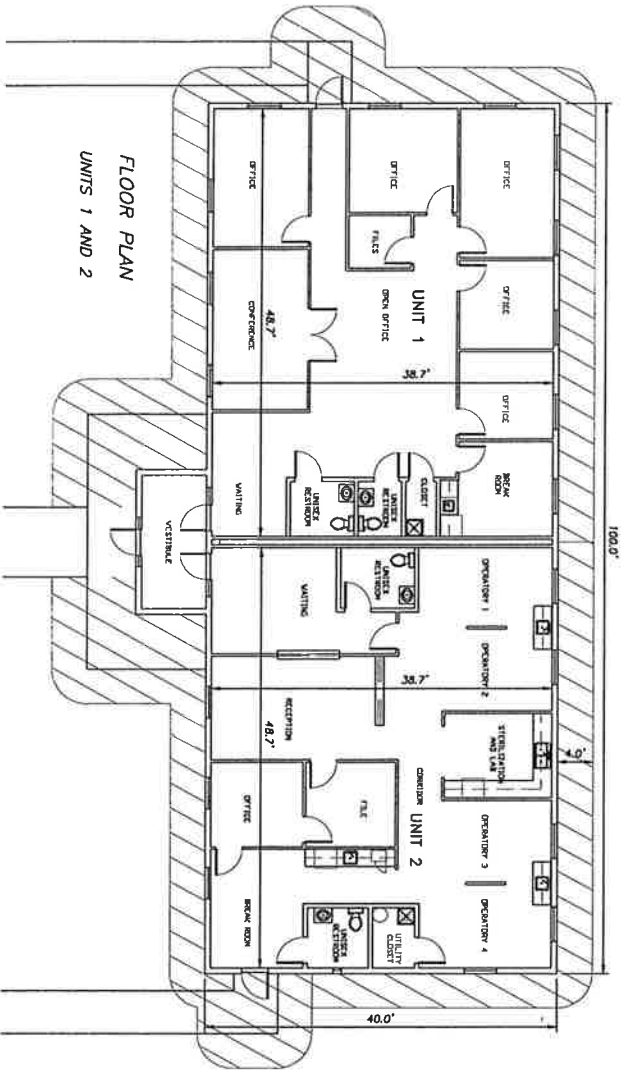
LOTS #18473, 18474 & 18475  
 KINGSGATE COMMONS SECTION 14  
 PT. N.W. 1/4 SEC. 20, T-5, R-10, B.M.R.S.  
 CITY OF SPRINGFIELD  
 CLARK COUNTY, OHIO  
 OCTOBER 28, 2002

**GENERAL NOTES:**

- Individual unit driveways and areas within 4 feet of the constructed units shall be known as Limited Common Areas appurtenant to the unit. All other areas shall be considered Common Areas.
- All areas and improvements not designated by unit designation or as Limited Common Areas are Common Areas.

**COVENANTS, AGREEMENTS, AND RESTRICTIONS**

The units and lands shown hereon are subject to the Declaration of Condominium of The Villas of Kingsgate Condominium and by-laws of The Villas of Kingsgate Condominium Association, which are recorded in Book \_\_\_\_\_, Pages \_\_\_\_\_ et seq., of the Official Records of Clark County, Ohio.



**COUNTY AUDITOR**  
 I hereby certify that a copy of these Condominium Drawings were filed on \_\_\_\_\_.

**CLARK COUNTY AUDITOR** \_\_\_\_\_

**COUNTY RECORDER**  
 I hereby certify that these Condominium Drawings were filed for recording on \_\_\_\_\_ and that they were recorded on \_\_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_ of the Plat Records of Clark County, Ohio.

**CLARK COUNTY RECORDER** \_\_\_\_\_

**ENGINEER**  
 I hereby certify that these drawings accurately show all buildings of Kingsgate Woods Officepark Condominium, as constructed.

**TERRY A. HOPPES**  
 PROFESSIONAL ENGINEER NO. 40840

**DATE:** \_\_\_\_\_

**SURVEYOR**  
 I hereby certify that these drawings accurately show all buildings of Kingsgate Woods Officepark Condominium, as constructed.

**TERRY A. HOPPES**  
 PROFESSIONAL SURVEYOR NO. 6352

**DATE:** \_\_\_\_\_

EXHIBIT B

NOTES:

1. BASIS OF BEARINGS IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, OHIO SOUTH ZONE, BASED ON CLARK COUNTY GEODETIC CONTROL MONUMENTS LABELED CLARK29 AND CLARK29-AZ.
2. CURRENT ZONING IS (RESIDENTIAL) CO-1.
3. UNITS ARE NUMBERED 1 AND 2.
4. BRACKETS [ ] INDICATE DEED OR PLAT CALLS.
5. ALL AREAS AND IMPROVEMENTS NOT DESIGNATED BY UNIT DESIGNATION OR AS LIMITED COMMON AREAS ARE COMMON AREAS.
6. UNITS ARE SERVED BY PUBLIC SANITARY SEWER AND WATER SUPPLY.

OWNER/DEVELOPER

WRENWOOD DEVELOPMENT CORPORATION  
2525 N. LIMESTONE ST.  
SPRINGFIELD, OHIO 45503

ENGINEER/SURVEYOR

HOPPE ENGINEERING AND SURVEYING, CO.  
1533 MOOREFIELD ROAD  
SPRINGFIELD, OHIO 45503

CONDOMINIUM DRAWINGS

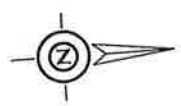
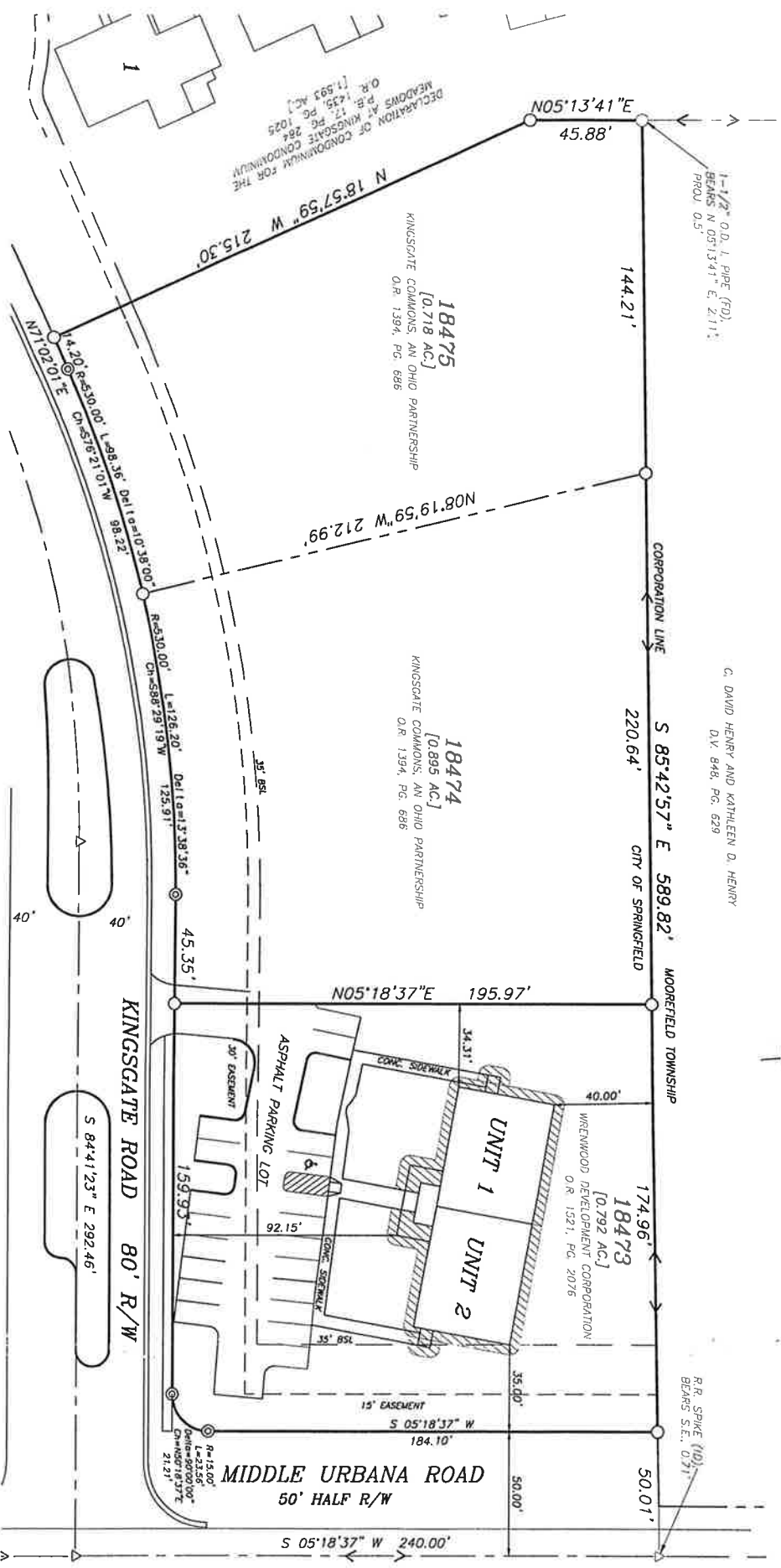
FOR

KINGSGATE WOODS OFFICE/PARK  
CONDOMINIUM

LOTS #18473, 18474 & 18475  
KINGSGATE COMMONS SECTION 14  
RECORDED P.B. 17, PG. 204  
PT. N.W. 1/4 SEC. 20, T-5, R-10, B.M.R.S.  
CITY OF SPRINGFIELD  
CLARK COUNTY, OHIO  
OCTOBER 28, 2002

- LEGEND
- 5/8" RE-BAR W/ASTA CAP (ROUND) STAMPER, T.A. HOPPE, P.S. 6307 AT GRADE.
  - 5/8" RE-BAR W/PLASTIC CAP (ROUND) STAMPER, T.A. HOPPE, P.S. 6307 AT GRADE.
  - ONE-INCH HOUSING W/3/4" DIA. UTL CAP (ROUND) STAMPER, T.A. HOPPE, P.S. 6302.
  - BOUNDARY MONITOR, T.A. HOPPE, BALANCED SPIKE (FO) IN CENTERLINE OF PAVEMENT, AT GRADE.
  - LIMITED COMMON AREAS

SUMMARY  
2 UNITS ~ 0.292 ACRES  
TOTAL ADDITIONAL PROPERTY ~ 1.613 ACRES



**EXHIBIT C**

Situate in the County of Clark, State of Ohio and City of Springfield and being further described as Lot No. 18473, Kingsgate Commons, Section 14.

**EXHIBIT D**

**SCHEDULE OF UNITS AND INTERESTS**

<u>UNIT</u>	<u>FRACTIONAL UNDIVIDED INTEREST</u>
1990A	1/2
1990B	1/2