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HARTUNG TITLE ORDER # 47097

DECLARATION OF CONDOMINIUM
AND
BY-LAWS OF CONDOMINIUM ASSOCIATION

FOR

Safe Harbor Storage Condominium

AUDITOR'S CERTIFICATION

A copy of the Declaration, Bylaws and Drawings have been filed with the Ottawa County Auditor.

Ottawa County Auditor
Jo Ellen Regal
by: Mary Sardney dep
1-11-12

This instrument prepared by:
John A. Kocher, Attorney at Law
Kocher & Gillum
Port Clinton, Ohio 43452

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DECLARATION

This is the Declaration of SAFE HARBOR STORAGE CONDOMINIUM made on or as of the 10th day of JANUARY, 2012, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

RECITALS

A. Safe Harbor Development Ltd, an Ohio limited liability company, hereinafter called "Declarant", is the owner in fee simple of all the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create on this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of the condominium act.

DEFINITIONS

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Additional Property" means the land, and improvements thereon, that may, at a later date, be added to the Condominium Property and become a part of the Condominium.

2. "Articles" and "Articles of Incorporation" mean the articles filed with the Secretary of State of Ohio, incorporating Safe Harbor Storage Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's non-profit corporation statutory act).

3. "Association" and "Safe Harbor Storage Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium pursuant to the provisions of the Condominium Act.

4. "Board" and "Board of Directors" mean those persons who, as a group, serve as the Board of Directors of the Association and are also one and the

same as the board of managers of the Condominium established for the Condominium pursuant to the provisions of the Condominium Act.

5. "By-Laws" mean the By-Laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

6. "Common Elements" mean all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting Common Elements and Facilities of the Condominium under the provisions of the Condominium Act.

7. "Condominium" and "Safe Harbor Storage Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

8. "Condominium Act" means the statutory law of the State of Ohio regulating the creation and operation of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

9. "Condominium Instruments" means this Declaration, the By-Laws, and the Drawings provided to purchasers pursuant to §5311.26 of the Ohio Revised Code, any contracts pertaining to the management of the Condominium Property and, as provided by the Condominium Act, "any other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit."

10. "Condominium Organizational Documents" means the Articles, the By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

11. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

12. "Declarant" means, Safe Harbor Development Ltd, an Ohio limited liability company, and its successors or assigns, provided the rights specifically

reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

13. "Declaration" means this instrument by which the Condominium Property is submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

14. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association.

15. "Drawings" means the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.

16. "Eligible holder of a first mortgage lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Unit or Units subject to its mortgage.

17. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting Limited Common Elements and Facilities of the Condominium under the provisions of the Condominium Act.

18. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit Owner.

19. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

20. "Recreational Vehicle" means any vehicle, camper, trailer, or other such device designed to accommodate one or more persons for travel, cooking, overnight accommodations, or other such use.

21. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a Unit or Units in this Declaration, and is that portion of the

Condominium constituting a Unit or Units of the Condominium under the provisions of the Condominium Act.

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

THE PLAN

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of this property under and pursuant to the Condominium Act:

ARTICLE I

THE LAND

The legal description of the land constituting the Condominium Property is described in Exhibit A attached hereto.

ARTICLE II

NAME

The name by which the Condominium shall be known is "Safe Harbor Storage Condominium".

ARTICLE III

PURPOSES: RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee-simple interests may be conveyed, for use as a property storage facility; to establish a unit owners' association to administer the Condominium; to provide for the preservation and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium Property shall be subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a personal property storage Unit and purposes customarily incidental thereto. No person shall be allowed to reside in a Unit, or occupy a Unit for any residence purpose, temporary or permanent. Notwithstanding the foregoing: (i) a Unit Owner or occupant may use a portion of his Unit for his office, provided that the activities therein shall not interfere with the peace and quiet and/or enjoyment or comfort of any other Unit Owner or occupant; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one or more Units as sales models and offices; (iii) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities; (iv) a Sales/Rental Unit may be retained or owned permanently by the Declarant, its successors and assigns, to be used to sell, re-sell and rent Units.

Nothing may be stored in a Unit which creates a hazardous, dangerous or unsafe condition or which violates any applicable laws, statutes, code, rules or regulations. No Unit Owner or occupant shall permit anything to be done or kept in his Unit or in the common areas and facilities which will result in the cancellation of insurance of the building.

(b) Common Elements Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy or enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants, subject to such rules and regulations as may from time to time be promulgated by the Board.

(i) There shall be no obstruction of the common elements and facilities nor shall anything be stored on any part of the elements outside the buildings or Units. Nothing may be stored which creates a hazardous,

dangerous or unsafe condition or violates any applicable code, law, statute, rule or regulation.

(ii) No changes shall be made in the appearance of any part of the Common Elements and facilities, including without limitation the material constituting the exterior and interior fascia of the buildings and the color of the paint thereon without the prior consent of the Association. This restriction shall not apply to the making of repairs and replacements, painting and similarly maintaining and restoring the improvements on the land in and to the condition they were in and the appearance they had at the time this Declaration was filed for record.

(c) Limited Common Elements Uses. Those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and occupants of the Unit or Units served by the same, as specified in this Declaration, subject to the restrictions on use of Common Elements and Limited Common Elements set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board. Storage of anything owned personally upon the Common Elements and Limited Common Elements, is prohibited. The Limited Common Element parking area in front of each Unit shall not be used to store anything except during the time a Unit Owner is present.

(d) Visible Areas. No sign, awning, canopy, shutter or television or citizen's band radio or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time, except as hereinbelow provided. A Unit Owner shall be permitted to install the common small dish provided by the commercially available satellite television companies. The maintenance and repair shall be the responsibility of the Unit Owner. The location shall be subject to the association's approval.

(e) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Elements, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

(f) Vehicles. The Board may allocate permanent parking spaces for the Units, and may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Elements, including, without limitation, the prohibition of parking boat trailers, camping trailers, etc. on the Common Elements for more than 24 hours, and the Board may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No lease may be less than an entire Unit. Any lease agreement executed shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. A copy of all leases shall be given to the Association. Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination for a violation by the occupants of any covenant, condition and restriction contained in this Declaration, or the By-Laws of the Association, or the rules and regulations of the Association, all as lawfully amended from time to time. The Association shall have the right to approve the Lessee or Tenant based upon any legal investigation of the Lessee or Tenant. All such tenancies shall be subject to termination by legal proceedings in eviction brought by the Association pursuant to Ohio Revised Code Chapter 5321, as agent for the and in the name of the Unit Owner, for any such violation, provided that the Association give the Unit Owner at least ten days written notice of its intent to bring such an eviction proceeding. The costs of any eviction action brought by the Association, including reasonable attorney's fees, shall be a special individual unit assessment against the Unit, enforceable in the same manner as all other assessments.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (b) on the Unit's main door, the exterior side of a Unit, one professionally prepared sign not to exceed 16" x 24" advertising the Unit for sale or rent affixed with magnetic strips on the back of the sign; (c) on the Common Elements and model Units, signs advertising the sale of Units by the Declarant during the initial sale period; (d) a sign identifying the Condominium installed by the Declarant; and (e) speed limit signs.

(i) Replacements. Any building erected to replace an existing building containing the Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced. Except as specifically otherwise provided herein, there shall not be constructed or maintained on any portion of the Common Elements anything other than facilities for the common use of all Units.

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Elements, which may impair the structural integrity of any improvement. Nothing shall be temporarily or permanently attached to the walls, columns, or beams without prior written approval from the Architectural Control Committee after consideration of the structural design.

(k) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements, provided that: (i) no animals shall be permitted in any portion of the Common Elements except on a leash accompanied by a responsible person; no leashed animal shall be left unattended; (ii) the permitting of animals on the Common Elements shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, the right to prohibit such pets entirely, and the right to levy fines against persons who do not clean up after their pets; and (iii) the right of an occupant to have an animal in a Unit at the time a Unit Owner is present shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

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

The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that owner's Unit free of any limitations. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner is required, at the following times, to provide the Association (by delivery to the office of the Association or to any member of the Board) written notice of the name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit and the name, business address and business telephone number of any person who manages the Owner's Unit as an agent of that Owner:

(1) within thirty (30) days after the Unit Owner accepts delivery of a deed to a Unit;

(2) within thirty (30) days after a change in any of the above-described information; and

(3) at any time that the Board requests verification or updating of the above-described information.

Each Unit Owner shall provide to a purchaser of that owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations in such Owner's possession.

(n) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another.

(o) Architectural Control. Except for improvements constructed by the Declarant, or as specifically permitted herein, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with. The Board may condition such approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owner's successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary.

(p) Arbitration. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days

thereafter, and give written notice to each party thereof no less than five (5) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

(q) Sanitary Sewer. Roof drains, foundation drains and other clean water connections to the sanitary sewer system are prohibited.

(r) Basketball Restrictions. No basketball hoops, backboards or poles shall be allowed.

(s) Personal Property. No personal property such as outdoor grills, picnic benches, chairs, swing sets, tables, and portable pools shall be permitted on the common elements.

(t) Garage Sales. No Unit Owner shall be permitted to offer for sale items upon the Unit's Limited Common Elements except once a year with the prior approval as to the date and type of merchandise.

ARTICLE IV

BUILDING DESCRIPTION

Section 1. Storage Condominiums. Each storage building contains adjoining storage Units. The Units are constructed on a concrete slab being a minimum of six (6) inches thick. Each Unit shall contain a 100 amp electrical service except A9 and A10 have 70 amp with no less than 4 wall outlets. Each Unit shall have high output fluorescent interior lighting and shall contain one natural gas infrared radiant overhead tube heater or forced air with thermostat. The Units may be of various sizes, but shall generally be approximately fifty (50) feet deep, twenty (20) to twenty-five (25) feet wide, and twenty (20) feet high. Each Unit shall contain an insulated overhead door with an electrical opener. Each Unit shall also have one standard walk-in door.

Each Unit is constructed entirely of steel. The building shall be free standing construction with fire walls as may be required by the applicable building code. The exterior side walls shall contain approximately four (4) inches of insulation and the ceiling shall contain approximately six (6) inches of insulation.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the eight (8) units is designated on the Drawings by a building letter followed by a unit number. The building being declared herein is Building A. Therefore, for instance, Unit A-2 is Unit Number 2 which is located in Building A. Each building shall have a separate mailing address. The address of this building is 5686 East Harbor Road, Lakeside-Marblehead, Ohio 43440.

The unit designations for the 8 Units for its proper identification are attached as Exhibit B.

Section 2. Composition of Units.

(a) Unit Composition. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that are bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor, and the unfinished interior surface of the ceiling, or the limit of the measured Unit if no physical wall is between walls, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space. Without limiting the generality of the foregoing, each Unit shall include:

(1) the decorated surfaces, including paint, lacquer, varnish, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, and also the floors themselves;

(2) all doors, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefore;

(3) all fixtures and appliances installed for the exclusive use of that unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one unit thereof, including,

without limiting the generality hereof, air conditioning units and furnaces, and components thereof, if any, serving only that unit;

(4) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the unit or the fixtures located therein, together with the space occupied thereby;

(5) all space between interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits;

(6) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the unit or the fixtures located therein, and which are located within the bounds of the unit;

excluding therefrom, however, all of the following items located within the bounds of that unit;

(1) any structural element of the building contained in all interior walls;

(2) all vent covers, grills, plate covers, and other coverings of space which are not a part of a unit as heretofore defined; and,

(3) all plumbing, electric, heating, cooling and other utility or service lines, pipes, and accessories thereto, wires, ducts and conduits which serve any other unit.

(b) Unit Sizes; Locations and Components. The location and size of each Unit is shown on the Drawings. The approximate size of each Unit's interior is set forth in Exhibit C. The Developer reserves the right to modify interior features. Each Unit will also have, as Limited Common Elements, at least one parking space, which shall be located in front of the Unit's overhead door, which Limited Common

Element may be used only during the Owner's or Occupant's presence at the Unit.

Section 3. Relocation of Boundaries of Units and Limited Common Elements

(a) Right to Relocate Boundaries of Units and Limited Common Elements. Notwithstanding any provision in this Declaration to the contrary, to the extent not prohibited by Ohio Law, the boundaries between adjoining Units and appurtenant Limited Common Elements may be relocated and the undivided interests in the Common Elements appurtenant to those Units may be reallocated by an amendment to the Declaration pursuant to the following procedures:

(1) The Owners of the adjoining Units shall submit to the Board a written application for the relocation and reallocation. The application shall be accompanied by the written consents of the holders of all liens on those Units, except liens for real estate taxes and assessments not due and payable.

(2) In the application, the Owners of the adjoining Units may request a specific reallocation of their undivided interests in the Common Elements allocated to the adjoining Units.

(b) Board Approval of Relocation of Boundaries and Reallocation of Undivided Interests in Common Elements. Unless the Board finds any requested reallocation of the undivided interests in the Common Elements to be unreasonable, within thirty days after the Board receives the application, the Association shall prepare, at the expense of the Owners of the adjoining Units, an amendment to the Declaration that is executed by the Owners of the affected Units and that includes all of the following:

(1) Identification of the affected Units;

(2) Words of conveyance between the Owners of the Units;

(3) A specification of the undivided interests in the Common Elements, the proportionate shares of

common surplus and common expenses, and the voting powers of each Unit resulting from the relocation and reallocation, the total of which shall equal the interests, shares, and powers of the former adjoining Units.

(c) Recordation of Amendment. At the expense of the Owners of the affected Units, the Association shall record the amendment to the Declaration together with both of the following:

(1) Any drawing, plat, or plans necessary to show the altered boundaries of the affected Units;

(2) The dimensions and identifying number of each Unit that results from the relocation and reallocation.

Existing liens automatically shall attach to each Unit that result from the relocation and reallocation.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements - Description. All of the Condominium Property, including all of the land and all improvements, thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawing as a part of a Unit, are Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "LCE" or "Limited Common Elements" on the Drawings, are Limited Common Elements. Exterior lights connected to a unit's electrical circuit and external components of the air conditioning system servicing a unit are Limited Common Elements. Each Unit will also have as Limited Common Elements, at least one area to be used as a parking space which shall be located in front of the Unit's overhead door. All such Limited Common Elements are reserved for the exclusive use of the owners and occupants of the Unit(s) designated to be served by the same.

Section 3. Undivided Interest. The initial undivided interest in the Common Elements of each Unit is shown on Exhibit B, and is based upon a par value of one with each Unit divided by the summation of the par value of all Units. The Common

Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains. Any attempted conveyance, encumbrance, judicial sale or other transfer of a Unit Owner's fee interest in Common Elements will be void unless the Unit to which such interest is allocated is also transferred.

If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units in the Common Elements shall be uniformly reallocated equally among all Units including those originally submitted with this Declaration and those added after the date hereof. The maximum possible undivided interest for each Unit is 1/8 and the minimum possible undivided interest is 1/74.

Section 4. Limited Common Elements – Reallocation. Notwithstanding any provision in this Declaration to the contrary, to the extent not prohibited by Ohio Law, rights to the use of Limited Common Elements may be reallocated between or among Units by an amendment to the Declaration pursuant to the following procedures:

(a) The Owners of the affected Units shall prepare and execute at their expense an amendment to the Declaration that identifies the affected Units and specifies the reallocated rights to the affected Limited Common Elements.

(b) The Owners of the affected Units shall submit to the Board of Directors of the Unit Owners Association the amendment, accompanied by the written consents of the Owners of all affected Units and the holders of all liens on those Units except liens for real estate taxes and assessments not due and payable.

ARTICLE VII

UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owner's Association of the Condominium. The Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee-simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 4. Board of Directors. The Board initially shall be those three persons named as the initial Directors pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than sixty (60) days after Units to which 25% of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be three (3) Directors. The Unit Owners other than the Declarant shall elect one-third (one) of the Directors at such meeting and the Declarant shall designate the other two-thirds (two) of the Directors, which three (3) Directors shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interests referred to in this and the following paragraphs, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units that may be created, seventy-four (74).

Within sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Elements appertain, but in no event later than the fifth anniversary of the establishment of the Association, the Association shall meet and all Unit Owners, including the Declarant, shall elect three (3) Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. (The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers.) The terms of the three (3) Directors shall be staggered so that the terms of one (1) of the Directors will expire and successors be elected at each annual meeting of the Association.

Thereafter, at such annual meetings. successors to the two Directors whose terms then expire shall be elected to serve three-year terms.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium Organizational Documents, or the Condominium Act, that are not specifically reserved to Unit Owners, including, without limitation:

(a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the board determines are necessary or desirable in the management of the Condominium Property and the Association;

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

(c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;

(e) Adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

(f) Cause additional improvements to be made as part of the Common Elements;

(g) Purchase, encumber, and convey Units, and, subject to the requirements of Section 3 of Article XVII of this Declaration, acquire

an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are common expenses.

(h) Acquire, encumber, and convey or otherwise transfer personal property;

(i) Hold in the name of the unit owners association the real property and personal property acquired pursuant to subsections (g) and (h) of this section;

(j) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(k) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(l) Impose interest and late charges for the late payment of assessments and impose returned check charges;

(m) Promulgate and, pursuant to division (C) of this section 6 of Article VII, impose reasonable enforcement assessments for violations of the declaration, the bylaws, and the rules of the unit owners association, and reasonable charges for damage to the common elements or other property;

(n) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(o) Impose reasonable charges for preparing, recording, or copying amendments to the declaration, resale certificates, or statements of unpaid assessments;

(p) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;

(q) To borrow funds, as needed, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan including, without limitation, the pledge or assignment of the Association's right to future income and the Association's right to levy assessments upon the members;

(r) Suspend the voting privileges and use of recreational facilities of a Unit Owner or the Occupants of a Unit the Owners of which are delinquent in the payment of assessments for more than thirty days;

(s) Purchase insurance and fidelity bonds required by this Declaration, the By-Laws, or by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium, or such other insurance and fidelity bonds as the directors consider appropriate or necessary;

(t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

(u) Exercise powers that are:

(1) Conferred by this Declaration or the By-laws, or the law of the State of Ohio;

(2) Necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation;

(3) Permitted to be exercised in Ohio by a not-for-profit corporation;

(4) Necessary and proper for the government and operation of the Association.

Section 6. Procedures for Enforcement of Violations.

(a) Notice. Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of

violations of the provisions of the Declaration, By-Laws or rules and regulations of the Association, the Board shall give the Owners of the Unit written notice containing:

(1) A description of the property damaged or the violation;

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

(3) A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(4) A statement setting forth the procedures to request a hearing pursuant to subsection 6(b) of this Article; and

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

(b) Hearing. A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Subsection 6(a) of this Article. If the Unit Owners fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice provided in Subsection 6(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven days prior to the hearing, provide the Unit Owners with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owners.

(c) Manner of Notice. Any notice required under this Section to be served:

(i) upon the Unit Owners shall be delivered personally to the Owners or Occupants at the Unit, or mailed (by certified mail, return receipt requested) to the Owners at the address of the Unit, provided that if the Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owners at such alternative address.

(ii) upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

Section 7. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to 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: shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without penalty, on ninety (90) days written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant, as defined by an institutional first mortgagee or agency or organization which purchases or insures first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice.

The decision by the Board not to have professional management, or to terminate professional management and assume self management, shall not be made without the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain and the prior written consent of Unit Owners entitled to exercise not less than 67% of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant). Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders, may require the Association to employ professional management. Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders, may require the Association to perform and supply an audit of the Association's financial records.

Section 8. Veterans Administration Limitations During Declarant Control Period. Prior to the time that the Declarant has turned over control of the Association to the members, if the Veterans Administration has guaranteed any loan secured by a Unit in the Condominium, all of the following actions must have the prior approval of the Veterans Administration:

(a) Any Amendment of the Declaration which includes adding, deleting or modifying any provision regarding the following:

(1) Assessment basis or assessment liens;

(2) Any method of imposing or determining any charges to be levied against individual unit owners;

(3) Reserves for maintenance, repair or replacement of Common Element improvements;

(4) Maintenance obligations;

(5) Allocation of rights to use Common Elements;

(6) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;

(7) Reduction of insurance requirements;

(8) Restoration or repair of Common Element improvements;

(9) The addition, annexation or withdrawal of land to or from the project;

(10) Voting rights;

(11) Restrictions affecting leasing or sale of a unit;

(12) Any provision which is for the express benefit of mortgagees;

(13) The rights of any specific class of members;

(14) Termination of the Declaration;

(15) Dissolution of the Association except pursuant to a consolidation or merger; or

(16) Conveyance of all Common Elements.

(b) Any of the following action taken by the Association:

(1) Merging or consolidating the association (other than with another non-profit entity formed for purposes similar to the subject association);

(2) Determining not to require professional management if that management has been required by the association documents, a majority of eligible mortgagees or a majority vote of the members;

(3) Expanding the association to include land not previously described as additional land which increases the overall land area of the project or number of units by more than 10 percent;

(4) Abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of Common Elements (except for (i) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use; (ii) dedicating Common Elements as required by a public authority: (iii) limited boundary-line adjustments made in accordance with the provisions of the declaration or (iv) transferring Common Elements pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject association);

(5) Using insurance proceeds for purposes other than construction or repair of the insured improvements;

(6) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of 12 consecutive months costing more than 20 percent of the annual operating budget);

(7) Terminating the Declaration;

(8) Dissolving the Association except pursuant to a consolidation or merger; or

(9) Conveying all Common Elements.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business is: Mark Montgomery, P.O. Box 704, Columbia Station, Ohio 44028.

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. To the extent that the Board, in the exercise of its duty to use ordinary care and prudence in the management of the property and financial affairs of the Condominium, allocates funds therefore, the Association shall maintain and repair the Common Elements, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, and all buildings which are a part of the Common Elements, and, provided, however, that the Association shall not be required to provide cleaning or housekeeping with respect to Limited Common Elements. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to common elements, that exceed the time periods for the Declarant's warranty under §5311.25(E)(1) and (2) of the Ohio Revised Code.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and provide cleaning and housekeeping with respect to the Limited Common Elements appurtenant to that Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all doors, including the frames, sashes and jambs, and the hardware therefor; and cleaning and housekeeping of the interior of the Limited Common Elements and any improvements therein. In the event a Unit Owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, then in any such event, the Association may perform such repair or maintenance and, to the extent that the cost is not covered by insurance proceeds collected by the Association, the costs not recovered by the Association shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X

UTILITY SERVICE

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or sub-metered or separately charged by the utility company or the Association to that Unit. In the event any utility service is not separately metered the cost thereof shall be a common expense and paid by the Association.

ARTICLE XI

INSURANCE; LOSSES BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, supplies, machinery, fixtures and equipment and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer, with guaranteed replacement cost endorsement or replacement cost endorsement, and if there is a co-insurance provision, with agreed amount endorsement, and with a deductible not greater than the lesser of $10,000 or 1% of the face amount of the policy. This insurance:

(a) shall provide coverage for improvements, alterations, fixtures and equipment located within Units; interior walls, doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units; and any other items of personal property for which coverage is required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder,

insurer or guarantor of first mortgage loans upon Units in the Condominium;

(b) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, or any designee of the foregoing, and that any assessment under such policy made against others may not become a lien on a unit and its appurtenant interests superior to a first mortgage. The carrier's charter, by-laws or policy may not make loss payments contingent upon action by the carrier's board of directors, policyholders or members, nor may the policy include any limiting clause (other than insurance conditions) which could prevent any unit owner or holder, insurer or guarantor of a first mortgage on a unit, from collecting insurance proceeds.

(c) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A/VIII, or better, as determined by the then latest edition of *Best's Insurance Reports*, or its successor guide, or comparable rating by a nationally recognized rating agency, or such higher rating as may, from time to time, be required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium; or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has an A/VIII or comparable rating, or better rating;

(d) shall provide that its coverage is primary, and be written in the name of the Association for the use and benefit of the individual Unit Owners and their mortgage holders, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the Individual Unit Owners and their mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be the beneficiaries of the policy in proportion to the undivided interest in Common Elements appurtenant to each respective Unit.

(e) shall contain or have attached the insurance industry's standard mortgagee clause (without contribution) commonly accepted

by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor or servicer of first mortgages on Units, which must provide that the insurance carrier shall notify the Association and all holders of first mortgages named at least ten (10) days in advance of the effective date of any reduction in, cancellation or lapse of, or substantial change in the policy, and which standard mortgagee clause must further be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgagee;

(f) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners, and the rights of the various parties to collect pursuant to such insurance shall not be prejudiced by the acts or failure to act of any Unit Owner, Director or Officer of the Association, or any person under the control of the Association; and

(g) shall contain provisions recognizing any Insurance Trust Agreement and such other endorsements and meet such other requirements as are standard for similar projects in the area, including, without limitation and where available without excessive cost, inflation guard endorsement, building ordinance and law endorsement, and boiler (at not less than $50,000 per accident per location, if applicable) and machinery endorsement where applicable, and such other endorsements as are, from time to time, required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development. Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

The cost of this insurance shall be a common expense, payable by the Association. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive commercial general liability insurance policy, written on a per-occurrence basis, covering all of the Common Elements and any other areas under the Association's supervision, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less

than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) one million dollars, ($1,000,000), for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall have the insurance industry's standard mortgagee clause, shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, or other Unit Owners and shall include such additional coverages commonly required by private mortgage investors for developments similar in construction, location and uses including, without limitation, contractual liability, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and arising out of lawsuits related to employment contracts of the Association, and such additional coverages as are required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least 10 days' prior written notice to the Association, any named mortgagee, and to each holder of a first mortgage lien upon any Unit.

Section 3. Fidelity Coverage. The Board shall, to the extent such coverage is available, obtain and maintain fidelity coverage for the Association and shall require professional management to carry such insurance, against dishonest or fraudulent acts on the part of the officers, directors, trustees and employees of the Association and all agents or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of: (i) the maximum funds (including reserves) that will be in the custody of the Association or its agent at any time; or (ii) the sum of three months worth of assessments plus the Association's reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for not-payment of premium) without at least 10 days' prior written notice to the Association, any insurance trustee, and any holder, insurer, guarantor or servicer on behalf of any holder of any mortgage on a Unit who requires such rights. Any managing agent that handles funds for the Association shall be required to obtain its own fidelity bond providing similar coverage.

Section 4. Other Association Insurance. In addition, the Board may purchase and maintain such other insurance as the Board may determine, or as may be required by law (including, without limitation, workers' compensation and similar insurance where applicable) or required by The Mortgage Corporation, Federal National Mortgage Association, the Department of Housing and Urban Development, the Veteran's Administration, or any similar holder, insurer or guarantor of first mortgage loans on Units in the Condominium. All insurance shall be obtained from generally acceptable insurance carriers.

Section 5. Insurance Representative; Power of Attorney. Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy and to perform such other functions as are necessary to accomplish this purpose. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 6. Unit Owners' Insurance. 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 or whose Occupant acquired such other insurance, who shall be liable

to the Association to the extent of any diminution and/or loss of 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 limited to the type and nature of coverage commonly referred to as "tenants' 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 Directors, and all other Unit Owners and Occupants.

Section 7. Sufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 8. Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of this Declaration shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not

paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 9. Compliance with Institutional Requirements. Notwithstanding any provision to the contrary contained herein, the Association shall maintain such insurance coverage as is required to be obtained by any national, institutional holder, purchaser, guarantor, insurer or servicer of a first mortgage secured by a Unit in the Condominium.

ARTICLE XII

RESTORATION OF DAMAGE OR DESTRUCTION

Section 1. Obligation to Restore. In the event of damage to or destruction of all or any part of a building, structures or fixtures constituting a part of the Condominium Property, or the taking all or any part of a building, structures or fixtures constituting a part of the Condominium Property in any condemnation or eminent domain proceeding, the Association shall promptly restore or replace the same, unless an election is made in accordance with the requirements of this Article, not to do so.

Section 2. Election not to Restore. The Association may, with the consent (obtained within sixty (60) days after such damage, destruction or taking) of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit) and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible holders of mortgages appertain, determine not to repair or restore such damage, destruction or taking. In the event of such election not to repair or restore such damage, destruction or taking, the Condominium Property shall either be sold as upon partition (and the Condominium regime terminated and dissolved) pursuant to subsection (a) of this section, or the Association shall distribute the proceeds among the Owners (and their mortgagees and other lien holders) pursuant to subsection (b) of this section, in proportion to the damage done to their interests by the failure of such damage, destruction or taking to be repaired or restored.

(a) Dissolution of Condominium and Partition Sale. Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, Owners of Units exercising a majority of the voting power of the Unit Owners may bring an action in partition for the sale of the entire Condominium Property, in which event the net proceeds of such sale, along with the net proceeds of insurance and any other indemnity arising because of the damage or destruction, shall be distributed among all Unit Owners in proportion to the undivided interests in the common elements appurtenant to their respective Units. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

(b) No Partition Sale/Dissolution. Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, if the Unit Owners do not elect to bring an action in partition pursuant to Section 2(a) of this Article, the net proceeds of insurance or awards paid by reason of such damage or destruction or such taking shall [after payment to damaged Unit Owners in accordance with the balance of this subsection (b)] be added to the Association's reserves, to be used by the Association for future capital improvements, repair or replacements.

In the event that part of the buildings, structures and fixtures not restored or replaced are part of one or more Units, then there shall be allocated and disbursed from the insurance and condemnation proceeds and awards, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, either:

(a) such amount as would be required for the Unit Owner to restore or repair such damage or taking, if the repair or restoration would return the Unit to tenantable condition equal to the size and condition thereof existing immediately prior to such damage, destruction or taking. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged; or

(b) if such restoration is not possible, an amount equal to the fair market value of the Unit immediately prior to such damage, destruction or taking. In the later event, upon such distribution, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the unrestored Unit including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (x) the voting right of that Unit will be allocated among all other Units in proportion to their respective voting powers in the Association, and (y) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

ARTICLE XIII

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle the loss with the condemning authority and to receive the award or proceeds of settlement, in trust, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential loss, that Unit Owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the

Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any such proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the holders of eligible first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and distributed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all

other Units in the proportions of their relative undivided interests prior to such taking.

Section 3. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and a right and easement for access to and from his, her or its Unit, and a right and easement for utilities serving that Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements, provided that no such rule or regulation shall limit or prohibit the right to utility services or the right of ingress and egress to a Unit, or any part thereof, or to that Unit's Limited Common Elements. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Elements and to ingress to and egress to the members of that Unit Owner's family and to Occupants.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of necessary entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Unit Owners or Occupants of a Unit no less than 24-hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 3. Easements for Encroachments. Each Unit and the Common Elements shall be subject to easements for encroachments by any other Unit or the Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities and Operation of the Condominium Property. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to water, sewer, gas, telephone, communication lines, electricity, security systems, master television antennas and cable television. By this easement it shall be expressly permissible for the Association to grant to the providing company and/or contractors permission to construct and maintain the necessary poles and equipment, wires, circuits, conduits and other appurtenances and improvements on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits, conduits, appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility or other company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof. Additionally, to the extent that such grant does not unreasonably interfere with the use and enjoyment of the Condominium Property, the Association shall have the authority, on behalf of the Association and the Unit Owners, to grant permits, licenses and easements on, above, across and under the Condominium Property for utilities, roads and other purposes necessary, in the sole opinion of the Board, for the proper operation of the Condominium.

Section 6. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage

and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties.

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to the Declarant, its successors and assigns, over and upon the Common Elements (a) for a one-year period of time from the date of the filing of this Declaration, for access for and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) until the Declarant has sold all Units, to maintain one or more Units for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs. Such easements described in this paragraph are subject to the Declarant's obligation to restore any areas or improvements damaged by the Declarant's use of such easements.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and Occupants of the area into which the Condominium may be expanded ("the Additional Property"), hereinafter described, for pedestrian and vehicular access over roadways and footpaths within the Condominium Property, for ingress and egress to and from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, reserves an easement across the Common Elements to reach, and right to extend and tie into, utility lines in the Common Elements, as permitted by public authority and the utility company involved, to extend such lines into the Additional Property to service the same. These easements shall continue in effect whether or not all of the Additional Property, or any part thereof, is added to the condominium.

Section 8. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, hereby irrevocably appoints the President of the Association, his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every

Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

Section 10. Access Easement. The Declarant reserves the right for himself, his successor and assigns to use the roads in the condominium for vehicle and pedestrian access to the future expansion parcel specified in Exhibit D attached hereto provided the owners pay a proportionate share of the maintenance thereof based upon the number of Units utilizing the same.

Section 11. Sharing of Expenses. If all or any portion of the Additional Property is not added to the Condominium Property ("Non-Added Property"), and such Non-Added Property is subsequently developed and improved by the construction thereon of units, then the fair share of the cost and expense of repairing, replacing, relocating, operating and maintaining any roadways, sidewalks, water mains and service connections, storm and sanitary sewer lines, retention basins, if any, and drainage thereto, electric, gas and telephone lines, conduits, and transmission and meter devices, television cable lines and other television reception devices, and security lines and devices, signage and other utilities and facilities installed on, in, over or under the Condominium Property and/or the Additional Property and which are utilized in common by the Condominium Property and the Non-Added Property, shall be apportioned among all of the Unit Owners and/or the owner(s) of the Non-Added Property, based on the total number of Units situated within the Condominium Property plus the total number of units actually constructed on the Non-Added Property (e.g., the total number of condominium units); such fair share of such expenses attributable to the Non-Added Property shall be determined by a fraction, the numerator of which shall be the number of units constructed on either or both of said properties and the denominator of which shall be the total number of units constructed on the Condominium Property, and the Non-Added Property. The owner(s) of the Non-Added Property shall remit said share of such expenses to the Association within ten (10) days after being billed by the Association for the cost of the same. The Non-Added Property shall not be chargeable hereunder unless and until the same are improved by the construction thereon of Units and such Units utilize the above improvements.

Section 12. Easements and Common Wall. Attached hereto as Exhibit E are various non-exclusive easements running to the benefit of the Condominium Association, the Unit Owners both as amended, and the Non-Added Property

denominated Parcels Two (2) through Ten (10). The location of and the purpose for each and the corresponding number of each is shown on the recorded drawings specified in Exhibit C. The procedure and obligations are as set forth in Section 11 hereinabove.

All of the easements provide access to, repair, replace, utilize, connect to and maintain the structures constructed for its intended purpose as stated on the drawings. The east wall of Unit A11 is a common wall with the property to the east. In the event any required maintenance thereon shall split between the Association and the then owner of the adjoining property.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit Owners and occupants and the best interests of the Condominium Property as well as the corporate property.

Section 3. Elements-Apportionment: Due Dates.

(a) Annual Operating Assessments.

(1) At the time of the filing of this Declaration, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate, and prorate among the Units on the basis of the

percentage interest of each Unit in the Common Elements, common expenses of the Association consisting of the following:

a. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;

b. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

c. the estimated next fiscal year's costs for utility services not separately metered;

d. the estimated amount required to be collected to maintain a working capital reserve fund in an amount not less than two months' estimated common expenses for each unit, to assure availability of funds for normal operations of the Association. (The initial contribution to such working capital fund shall be collected no later than at the closing of each unit, and such initial amounts paid into this fund shall not be considered as advance payments of regular assessments. Such initial contribution shall be completed at the time that the election of all Directors is turned over to the Association, and such funds shall be placed by the Directors in a segregated fund. Prior to such date, such funds may not be used to defray expenses, reserve contributions, construction costs, or to make up budget deficits.);

e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements and periodic maintenance, repair and replacement of improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained, and for the funding of insurance deductibles in the event of casualty loss;

f. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded; and

g. the Association's share of any expense of maintenance, repair and replacement of the private streets upon the non-exclusive easement which is used as access to the Condominium, the sign easement, the retention pond easement, the storm water easement and the utility easements.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.

(3) The annual operating assessment shall be payable, in equal quarterly installments, payable in advance, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual or semiannual, increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each quarter from those who own the Unit an equal quarterly prorata share of the annual operating assessments for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital Improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required by governmental regulation or to correct any deficiency or defect creating a safety or health hazard) shall not be constructed nor funds assessed therefor, if the cost thereof in any twelve consecutive month period would exceed an amount equal to five percent of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant) and the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain.

(2) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or

Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, and a Unit Owner's enforcement and arbitration charge). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Unit's share of taxes and assessments shall be binding upon all Unit Owners.

Section 4. Effective Date of Assessments. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit Owner's Unit shall constitute notice to that Unit Owner, unless the Unit Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner.

Section 5. Effect of Non-payment of Assessments; Remedies of the Association.

(a) Interest, fees and costs. If any assessment, or any installment or portion of any assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance shall immediately, without notice or demand, become due and payable, and the Board, at its option, without notice or demand, may charge additional amounts for:

(i) reasonable, uniform administrative late fees as determined by the Board from time to time;

(ii) enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) the association incurs or estimates that it will incur in connection with the collection of the delinquency;

(iii) interest on the entire unpaid balance of assessments and costs incurred by the Association in connection with such collection, at the rate of 12% per annum or at such other rate as the Board may from time to time determine; and

(iv) any other charges authorized by the Declaration, By-Laws or the Rules and Regulations promulgated by the Board,

(collectively referred to herein as the "interest, fees and costs"), all to the extent not prohibited by Ohio law.

(b) Application of Payments. Payments made by a Unit Owner for assessments shall be applied:

first, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on costs incurred by the Association in connection with such collection, at the rate of 12% per annum or at such other rate as the Board may from time to time have otherwise determined;

second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Unit;

third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the association in connection with the delinquency;

fourth, to the payment of delinquent installments or portions of assessments which remain unpaid.

(c) Certificate of Lien. Annual operating and both types of special assessments, together with interest, fees and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made, from the effective date thereof. At any time after an installment or portion of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, with interest, fees and costs, may be filed with the recorder of Ottawa County, pursuant to authorization given by the Board. The certificate, and thereafter, renewal certificates as necessary to keep the lien in effect, shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid balance of the assessment with interest, fees and costs, and shall be signed by the president or other chief officer of the Association.

(d) Expiration of Lien. The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien or renewal certificate was duly filed therefor, 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.

(e) Action to Discharge Lien. Any Unit Owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Ottawa County Court of Common Pleas for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Personal Obligation of Owners. Each such assessment together with interest, fees and costs, shall also be the joint and several

personal obligation of the Unit Owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, fees and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to obtain a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, fees and costs shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) Legal Actions. In addition to the lien permitted by this Section, the Association, as authorized by the Board, may bring an action at law against the owner or owners personally obligated to pay the same, an action to foreclose a lien, or any other action permitted by law. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association shall be entitled to the appointment of a receiver to collect rental. Rental collected by a receiver during the pendency of a foreclosure action shall be applied first to the payment of the portion of the common expenses chargeable to the Unit during the pendency of the foreclosure action. The Association shall be entitled to become a purchaser at any foreclosure sale.

(h) No Waiver. No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgages. The lien for delinquent assessments provided for herein shall be: (a) prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record; (b) subject and subordinate to the title of any holder of a first mortgage lien who takes title to the Unit pursuant to deed in lieu of foreclosure or other remedies in lieu of the foreclosure of its mortgage; and (c) subject and subordinate to the title of any purchaser at a foreclosure sale in which the Association has been joined and properly served as a party, provided that in each such event, the party taking title by foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or

charges against the mortgaged Unit which became due and payable prior to foreclosure sale.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of Units not yet sold, including the obligation to pay common expenses attaching to such Units, from the date the Declaration is filed for record. If no assessments are charged to any Units, then the Declarant will, likewise, pay no assessments for Units owned by the Developer until such time that common expenses are first charged with respect to any Unit.

ARTICLE XVI

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 1. Abatement and Enjoyment. If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any restriction or condition or Rule adopted by the Board, or the breach of any covenant or provision contained in this Declaration or the By-Laws, the Association shall have the right, in addition to the rights hereinafter set forth in this Article XVI and those provided by law:

(a) To the extent permitted by law, enter upon the portion of the Condominium Development which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration or of the By-Laws or the Rules, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. The

Association shall be entitled to be reimbursed for legal fees incurred in connection with any such action.

Section 2. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the Rules adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the right, upon the giving of at least ten (10) days' prior written notice, to terminate the rights of such Unit Owner to continue as an owner and continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant or, in the alternative, a decree declaring the termination of the right of such Unit Owner to occupy, use or control the Unit owned by him, and ordering that all the right, title and interest of the Unit Owner in the Condominium Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain such Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall be paid to discharge court costs, mortgages and any other liens and encumbrances of record, in the order of their priority, and all such items shall be taxed against such Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged shall be paid to the Unit Owner. Upon the confirmation of such sale, the Purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the Purchaser shall take the interest in the Condominium Property sold subject to this Declaration.

ARTICLE XVII

NOTICES TO MORTGAGEES

Any holder, insurer, guarantor or servicer of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer, guarantor or servicer and the Unit designation or address), shall have the right to inspect Association documents and records on the same terms as the members and shall be entitled to timely written notice, (delivered by certified or registered mail, return receipt requested), by the Association of:

1. any proposed amendment or change for which a required percentage of Eligible Holders of First Mortgage Liens must consent pursuant to the provisions of Article XVI of this Declaration;

2. any proposed termination of the Condominium as a condominium regime (which notice must be given at least 30 days before any action is taken);

3. any condemnation, eminent domain proceeding, or casualty loss which may affect a material portion of the Condominium Property (including, without limitation, any such event resulting in losses greater than ten percent (10%) of the annual budget) or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

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

5. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

6. any decision by the Association to renew or rehabilitate the Condominium Property;

7. any decision by the Association to construct significant new capital improvements not replacing existing improvements;

8. times and places of Unit Owners' meetings;

9. any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder, insurer, guarantor or insurer where the default has not been cured in sixty (60) days;

10. any decision by the Association to establish self-management when professional management had been required previously by an Eligible holder of a first mortgage lien;

11. any proposed action which requires the consent of a specified percentage of Eligible holders of first mortgage liens; and

12. prior to the time that the Declarant has turned over control of the Association to the members, any of the actions listed in subsections A and B of Article VII, Section 7 of this Declaration.

ARTICLE XVIII

AMENDMENTS AND ACTIONS REQUIRING OWNER AND LENDER APPROVAL

Section 1. Amendments requiring 100% of Owners and 75% of Lenders. Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require: (a) the written consent of all Unit Owners; and (b) the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain.

(1) the boundaries of any Unit or the convertibility of units into Common Elements or *visa versa*;

(2) the construction of an addition to or an expansion of a unit into limited common elements or common elements;

(3) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto or the right to use Common Elements and Limited Common Elements;

(4) the number of votes in the Association appertaining to any Unit: or

(5) the fundamental purposes to which any Unit or the Common Elements are restricted.

Section 2. Action requiring 80% of Owners and 75% of Lenders. Except as otherwise provided herein, the prior written consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant, (for the purposes of the

foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit), and the consent of eligible holders of first mortgages on Units to which at least seventy-five (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium;

Section 3. Action requiring 75% of Owners. Except as otherwise provided herein, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, as well as the authorization of the Board, shall be required for the Association to purchase or sell real property that does not constitute a "Unit" in the Condominium. In the event that such transaction takes place prior to the date that the unit owners, other than the Declarant, assume control of the Association, such transaction shall require the approval of the Declarant, the authorization of the Board, and the approval of the Unit Owners other than the Declarant who exercise not less than seventy-five percent (75%) of the voting power of the Association. Expenses incurred in connection with the purchase or sale of real property shall constitute a "common expense."

Section 4. Amendments requiring 75% of Owners and 51% of Lenders. Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require: (a) the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant), and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain:

(1) a change to any of the provisions governing voting rights;

(2) a change to any of the provisions governing the increasing of assessments that raise the previously assessed amount by more than 25%;

(3) a change to any of the provisions governing assessment basis, assessment liens, or the priority of assessment liens;

(4) a change to any of the provisions governing reserves for maintenance, repair or replacement of Common Elements improvements;

(5) a change to any of the provisions governing maintenance obligations or the responsibility for maintenance and repairs;

(6) a change to any of the provisions governing: (a) the method of expansion or contraction of the project, or (b) the method of addition, annexation or withdrawal of land to or from the project;

(7) a change to any of the provisions governing hazard, fidelity or other insurance requirements;

(8) a change to any of the provisions governing restrictions affecting the leasing of a unit;

(9) a change to any of the provisions governing restrictions affecting the sale of a unit;

(10) a change to any of the provisions governing the method of determining whether professional management shall be established or discontinued;

(11) a change to any of the provisions governing restoration or repair of improvements in the Condominium;

(12) a change to any of the provisions which provision is for the express benefit of mortgagees;

(13) a change to any of the provisions which affect the scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;

(14) a change to any of the provisions governing the rights of any specific class of members;

(15) a change to any of the provisions governing dissolution of the Association except pursuant to a consolidation or merger;

(16) a change to any of the provisions governing the conveyance of any or all of the Common Elements;

(17) any other amendment to any of the Condominium Organizational Documents.

Section 5. Action requiring 67% of Owners and 51% of Lenders. Except as otherwise provided herein, the following action shall require: (a) the consent of Unit Owners exercising not less than sixty-seven percent (67%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant), and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain:

(1) an increase in assessments that raise the previously assessed amount by more than 25%;

(2) a reduction in the reserves for maintenance, repair or replacement of Common Element improvements;

(3) the imposition of any new restrictions affecting the leasing of a unit;

(4) the imposition of any new restrictions affecting the sale of a unit;

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

(6) a substantial relaxation in the regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;

(7) a decision by the Association to establish self management if professional management has been required previously by the Condominium Organizational Documents or by an eligible mortgage lender, or by a majority vote of the members.

Section 6. Amendments not requiring consent of Owners or Lenders. Notwithstanding any provision in this Declaration to the contrary, the following

amendments to the Declaration or By-Laws shall not require the consent of the Owners, lenders, mortgage insurer or mortgage guarantor:

(1) Amendments by Declarant to Expand Condominium. Amendments aiding the expansion of the condominium pursuant to Article XVIII shall not require the consent of any parties other than the Declarant.

(2) Amendments by Declarant to Address Compliance and Other Issues. The Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed, to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium organizational documents: (i) to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Department of Housing and Urban Development, the Veterans Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained; or (ii) to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Unit Owner or mortgagee; provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant; and further provided that if the project has been approved by the Department of Veterans Affairs, such amendment (except those aiding the expanding of the condominium in accordance with the provisions of Article XVIII, below) must be approved by the Secretary of the Department of Veterans affairs.

(3) Amendments by Board Pursuant to Statutory Authority. The Board may amend the Declaration in any manner necessary for any of the following:

(a) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;

(b) To meet the requirements of insurance underwriters;

(c) To bring the Declaration into compliance with Chapter 5311 of the Ohio Revised Code;

(d) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; or

(e) To designate a successor to the person named to receive service of process for the Association.

Section 7. Approval by Veterans Administration During Developer Control. If the condominium has been approved by the Department of Veterans Affairs, and while the Declarant is in control of the Association, any amendment (except those aiding the expanding of the condominium in accordance with the provisions of Article XVIII, below) must be approved by the Secretary of the Department of Veterans affairs.

Section 8. Approval by Eligible Holders. An Eligible Holder of a First Mortgage Lien on a Unit who receives a written request to approve additions or amendments or actions who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives such written notice, (provided that notice was delivered by certified or registered mail, return receipt requested), shall be deemed to have approved such request.

Section 9. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority

granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Auditor and Recorder of the county in which the Condominium Property is located.

ARTICLE XIX

EXPANSIONS

Section 1. Reservation of Expansion Option. Notwithstanding any provision in this Declaration to the contrary, the Declarant expressly reserves the option to expand the Condominium Property, by amendment adding portions of the additional property (without any consent to such amendment being required by any other party) as provided in this Article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this Article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. Notwithstanding any provision herein to the contrary, no consent by any Unit Owner's, mortgagee (including, without limitation, any Eligible Holder of a First Mortgage Lien) is required to enable Declarant to expand the Condominium Property.

Section 3. Maximum Expansion Time. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record, except that the Declarant may, during the six (6) months prior to the time that the option expires, extend the option for an additional seven (7) years with the consent of the holders of a majority of the voting power of the Unit Owners other than the Declarant, unless Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of that seven-year period. There are no other circumstances that will terminate that option prior to the expiration of that seven-year period.

Section 4. Legal Description. A description of all Additional Property that, through exercise of Declarant's option, may be added to the Condominium Property

by submission to the Condominium Act as part of this Condominium, is attached hereto and marked "Exhibit D", and referred to herein as "the Additional Property".

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article, and all improvements on portions added are substantially completed prior to the time added to the Condominium. Except as expressly provided in this Article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is 66 (for a maximum total of 74 Units); provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of units or other buildings that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum number of Units that may be added to the Condominium Property there is no limit as to the maximum number of units per acre that may be created on any portion of the Additional Property added to the Condominium Property, provided that the total number of units in the Condominium, after any portion of the Additional Property is added thereto, shall not exceed the number of units per acre allowed by applicable zoning or variance.

Section 9. Residential Uses. No residential units may be constructed upon the Additional Property that will be declared into this Condominium.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent with and be reasonably compatible with the structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Consistency and compatible style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not compatible because of changes in the number of units in a building, variances in set-backs or locations of structures in relation to other improvements, or changes in layout of units. There is no such restriction with respect to portions of the Additional Property not added to the Condominium.

Section 11. Improvements other than Structures. With respect to improvements other than structures on any Additional Property added to the Condominium Property, there is no requirement that any such improvements must be made and there are no restrictions or limitations upon what, if any, such non-structural Improvements shall be made; except that any such non-structural improvements shall not be incompatible with current improvements that are on the Condominium Property.

Section 12. Types of Units. All storage Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be substantially identical to and of the types of storage Units then on the Condominium Property, provided, however, that any such Units shall be deemed substantially identical notwithstanding changes in the size, shape, or interior layout of the Unit.

Section 13. Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein consistent in type, size, and number as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing, and space for parking one automobile in front of each garage on the Additional Property. The exact size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be and other factors presently undetermined.

Section 14. Supplementary Drawings. Declarant does not consider any other drawings or plans, other than the Condominium Drawings, presently appropriate in supplementing the foregoing provisions of this Article. However, at

such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings and plans with respect to the Additional Property as required by the Condominium Act.

Section 15. Successor owner not liable for Actions of Declarant. A successor owner of the Condominium Property or of additional property added to the Condominium Property who is not an affiliate of the Declarant (as the term "affiliate" is defined by 45311.01(C) of the Ohio Revised Code) and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed-in-lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant or a breach of an obligation by the Declarant.

Section 16. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners and ground lessees of the land so added, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information, drawings and plans with respect to the Additional Property and improvements thereon added required by the Condominium Act.

Section 17. Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated so that each Unit has an equal

undivided interest in the Common Elements based upon a par value of one including those originally submitted with this Declaration and those added after the date hereof; and

(d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

ARTICLE XX

GENERAL PROVISIONS

Section 1. Condominium Instruments. The Condominium act requires certain provisions and information to be provided in the "Condominium Instruments". Provisions regarding deposits, warranties and other items are set forth in individual Unit sales contracts and attachments thereto, in the cases of sales by Declarant, and those items are incorporated herein by reference.

Section 2. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 3. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have the rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to

authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

Section 4. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, as though in such case shall in all cases be assumed fully expressed.

Section 6. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist the various provisions hereof.

EXECUTED this 10th day of January, ~~2011~~ 2012.

SAFE HARBOR DEVELOPMENT LTD,
an Ohio limited liability company

Mark Montgomery, Member

STATE OF OHIO,
COUNTY OF OTTAWA, SS:

Before me, a Notary Public in and for said County, personally appeared the above named Safe Harbor Development Ltd, an Ohio limited liability company, by Mark Montgomery, Member, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Port Clinton, Ohio, this 10th day of January, ~~2011~~. 2012

NOTARY PUBLIC

NOTARIAL SEAL
STATE OF OHIO

JOHN A. KOCHER
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R. C.
Ottawa County

This instrument prepared by:
John A. Kocher, Attorney at Law
Kocher & Gillum
Port Clinton, Ohio 43452

EXHIBIT A

KUSMER & ASSOCIATES, INC. Architects Engineers Surveyors

LEGAL DESCRIPTION FOR 0.5627 ACRE PARCEL
FOR SAFE HARBOR CONDOMINIUM STORAGE FACILITY
CONDOMINIUM PROPERTY
PARCEL ONE (1)

Being a parcel of land situated in part of Lot Three (3), Section Four (4), Danbury Township, Ottawa County, Ohio described as follows:

1.) Commencing at a found ½" iron rod, said point being on the intersection of the south right-of-way of State Routes 269/163 (E. Harbor Road) (R/W Varies) and the east line of Lot Three (3);

2.) thence N 87° 39' 55" W one hundred thirty-five and thirty-three hundredths (135.33) feet along the south right-of-way of State Routes 269/163 (E. Harbor Road) (R/W Varies) to a point;

3.) thence S 01° 46' 51" E one hundred twenty-eight and eighty-one hundredths (128.81) feet along the east line of a parcel of land now or formerly owned by Margie Hoffman (Vol. 720, Pg. 940) to a found ½" iron rod;

4.) thence S 88° 09' 07" W one hundred and four hundredths (100.04) feet along the south line of a parcel of land now or formerly owned by Margie Hoffman (Vol. 720, Pg. 940) to a point;

5.) thence S 01° 46' 51" E ninety-nine and sixty Hundredths (99.60) feet along the east line of a parcel of land now or formerly owned by Michael L. & Sandra L. Shepherd (Vol. 410, Pg. 938) and (OR 1310, Pg. 135) to a found iron rod;

622 West State Street • Fremont, Ohio 43420 • Phone 419-332-1027 • Fax 419-332-7056
kusmer.associates@sbcglobal.net www.kusmerassociates.com

6.) thence S 88° 09' 07" W sixty-nine and sixty-three hundredths (69.63) feet along the south line of a parcel of land now or formerly owned by Michael L. & Sandra L. (OR 1310, Pg. 135) to the POINT OF BEGINNING;

7.) thence S 01° 46' 51" E one hundred twenty-nine (129.00) feet to a point;

8.) thence S 88° 09' 07" W one hundred ninety (190.00) feet to a point;

9.) thence N 01° 46' 51" W one hundred twenty-nine (129.00) feet along the east line of a parcel of land now or formerly owned by Sharon Leis-Scagnetti (Vol. 713, Pg. 4) to a point referenced by a found iron rod (0.21' S, 0.40' W);

10.) thence N 88° 09' 07" E one hundred ninety (190.00) feet along the south line of parcels of land now or formerly owned by Ann L. & Wayne G. Duez (Vol. 415, Pg.817) and Michael L. & Sandra L. Shepherd (OR 1310, Pg. 135) to the POINT OF BEGINNING, passing at one hundred fifty-nine and sixty-five hundredths (159.65) feet a found ½" iron rod on line.

Containing in all 0.5627 acres, more or less, subject to all highways and easements.

All references are from Ottawa County deeds and records.

All set and found iron rods and pipes are 5/8", unless otherwise noted.

The bearings are assumed and for angular measurements only.

This legal description is based upon a field survey performed for Safe Harbor Condominium Storage Facility by W. Robert Kusmer PS # 6754 of Kusmer & Associates, Inc. in August, 2010.

November 4, 2011
Job No. 10083-S
WRK/blk

David A. Bubnar PE, PS
Description Approved 11-7-11 MLW
Ottawa County Engineer

STATE OF OHIO
W. ROBERT KUSMER
6754
REGISTERED SURVEYOR

W Robert Kusmer
Nov 4, 2011

File: 10083A1.leg

EXHIBIT B

The Condominium Unit, Par Value and the percentage of undivided fractional interest in the Condominium Units being declared into the Condominium are as follows:

Unit	Par Value	% Interest in Common Area
A-11	1	12.5
A-12	1	12.5
A-13	1	12.5
A-14	1	12.5
A-15	1	12.5
A-16	1	12.5
A-17	1	12.5
A-18	1	12.5

EXHIBIT C

DECLARATION OF CONDOMINIUM OWNERSHIP
SAFE HARBOR STORAGE CONDOMINIUM

REFERENCE TO DRAWINGS

The particulars of the land, buildings and other improvements, including, but not limited to, the layout, location, designation, dimensions of each Unit, the layout, locations and dimensions of the Common Areas and Facilities and the location and dimensions of all appurtenant easements or encroachments are shown graphically on the set of Drawings incorporated in the Declaration of Condominium Ownership of Safe Harbor Storage Condominium, by reference to Exhibit "C" hereto prepared and bearing the certified statements of Albert T. Zamora, PE #53397 and W. Robert Kusmer, Registered Surveyor 6754 as required by the Condominium Act of the State of Ohio. Such set of drawings are filed in the Plat Map Records of the Office of the Recorder of Ottawa County, Ohio, in Book 60, Pages 17 through 19.

EXHIBIT D

KUSMER & ASSOCIATES, INC. Architects Engineers Surveyors

LEGAL DESCRIPTION FOR 9.7735 ACRE PARCEL FOR SAFE HARBOR CONDOMINIUM STORAGE FACILITY FUTURE EXPANSION

Being a parcel of land situated in part of Lot Three (3), Section Four (4), Danbury Township, Ottawa County, Ohio described as follows:

1.) BEGINNING at a found ½" iron rod, said point being on the intersection of the south right-of-way of State Routes 269/163 (E. Harbor Road) (R/W Varies) and the east line of Lot Three (3);

2.) thence S 01° 46' 51" E one thousand thirty-five and seventy hundredths (1035.70) feet along the east line of Lot Three (3) to a found ½" iron rod, passing at five hundred nineteen (519.00) feet a set iron rod on line;

3.) thence S 88° 31' 48" W four hundred ninety-four and sixty-seven hundredths (494.67) feet along the north line of a parcel of land now or formerly owned by Joseph & Marjorie Kobylski (Vol. 877, Pg. 159) to a point referenced by a found iron rod (0.14' W, 0.05' S);

4.) thence N 01° 46' 51" W six hundred eighty-four and ninety hundredths (684.90) feet along the east line of parcels of land now or formerly owned by Chapel on the Lake (Vol. 780, Pg. 528), Safe Harbor Development LTD. (OR 1368, Pg. 961) and Sharon A. Leis-Scagnetti (Vol. 713, Pg. 004) to a point;

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5.) thence N 88° 09' 07" E one hundred ninety (190.00) feet to a point;

6.) thence N 01° 46' 51" W one hundred twenty-nine (129.00) feet to a point;

7.) thence N 88° 09' 07" E sixty-nine and sixty-three hundredths (69.63) feet along the south line of a parcel of land now or formerly owned by Michael L. & Sandra L. Shepherd (OR 1310, Pg. 135) to a found iron rod;

8.) thence N 01° 46' 51" W ninety-nine and sixty hundredths (99.60) feet along the east line of a parcel of land now or formerly owned by Michael L. & Sandra L. Shepherd (OR 1310, Pg. 135 & Vol. 410, Pg. 938) to a point;

9.) thence N 88° 09' 07" E one hundred and four hundredths (100.04) feet along the south line of a parcel of land now or formerly owned by Margie Hoffman (Vol. 720, Pg. 940) to a found ½" iron rod;

10.) thence N 01° 46' 51" W one hundred seventy-eight and fifty-one hundredths (178.51) feet along the east line of a parcel of land now or formerly owned by Margie Hoffman (Vol. 720, Pg. 940) to a point on the centerline of State Routes 269/163 (E. Harbor Road) (R/W Varies);

11.) thence S 87° 39' 55" E one hundred thirty-five and thirty-three hundredths (135.33) feet along the centerline of State Routes 269/163 (E. Harbor Road) (R/W Varies) to a point;

12.) thence S 01° 46' 51" E forty-nine and seventy hundredths (49.70) feet along the east line of Lot Three (3) to the POINT OF BEGINNING.

Containing in all 9.7735 acres, more or less, subject to all highways and easements.

0.1566 Acres in the Right-of-Way

All references are from Ottawa County deeds and records.

All set and found iron rods and pipes are 5/8", unless otherwise noted.

The bearings are assumed and for angular measurements only.

This legal description is based upon a field survey performed for Safe Harbor Condominium Storage Facility by W. Robert Kusmer PS # 6754 of Kusmer & Associates, Inc. in August, 2010.

November 10, 2011
Job No. 10083-S
WRK/blk

STATE OF OHIO
W. ROBERT KUSMER
6754
REGISTERED
SURVEYOR

W Robert Kusmer
Nov 10, 2011

File: 10083K.leg

EXHIBIT E

KUSMER & ASSOCIATES, INC. Architects Engineers Surveyors

LEGAL DESCRIPTION FOR 0.7792 ACRE PARCEL
FOR SAFE HARBOR CONDOMINUM STORAGE FACILITY
FOR A 65' and 25' INGRESS/EGRESS & UTILITY EASEMENTS
PARCEL TWO (2)

Being a parcel of land situated in part of Lot Three (3), Section Four (4), Danbury Township, Ottawa County, Ohio Described as follows:

1.) BEGINNING at a found ½" iron rod, said point being on the intersection of the south right-of-ways of State Route 269/163 (E. Harbor Road) (R/W Varies) and the east line of Lot Three (3);

2.) thence S 01° 46' 51" E three hundred sixty and thirty-two hundredths (360.32) feet along the east line of Lot Three (3) to a point;

3.) thence S 88° 09' 07" W four hundred seventy-nine and sixty-six hundredths (479.66) feet to a point;

4.) thence N 01° 46' 51" W twenty-five (25.00) feet to a point;

5.) thence N 88° 09' 07" E four hundred fourteen and sixty-six hundredths (414.66) feet to a point;

6.) thence N 01° 46' 51" W three hundred forty and seven hundredths (340.07) feet to a point;

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7.) thence S 87° 39' 55" E sixty-five and seventeen hundredths (65.17) feet along the south right-of-way of State Routes 269/163 (E. Harbor Road) (R/W Varies) to the POINT OF BEGINNING.

Containing in all 0.7792 acres, more or less, subject to all highways and easements.

All references are from Ottawa County deeds and records.

All set and found iron rods and pipes are 5/8", unless otherwise noted.

The bearings are assumed and for angular measurements only.

This legal description is based upon a field survey performed for Safe Harbor Condominium Storage Facility by W. Robert Kusmer PS # 6754 of Kusmer & Associates, Inc. in August, 2010.

November 4, 2011
Job No. 10083-S
WRK/blk

STATE OF OHIO
W. ROBERT KUSMER
6754
REGISTERED SURVEYOR

W Robert Kusmer
Nov 4, 2011

File: 10083a.leg

KUSMER & ASSOCIATES, INC. Architects Engineers Surveyors

LEGAL DESCRIPTION FOR A 0.0265 ACRE PARCEL
FOR SAFE HARBOR CONDOMINIUM STORAGE FACILITY
FOR A 10' SANITARY SEWER EASEMENT
PARCEL THREE (3)

Being a parcel of land situated in part of Lot Three (3), Section Four (4), Danbury Township, Ottawa County, Ohio and being a strip of land ten (10) foot wide lying five (5) foot on each side of the following described centerline:

1.) Commencing at a found ½" iron rod, said point being on the intersection of the south right-of-way of State Routes 269/163 (E. Harbor Road) (R/W Varies) and the east line of Lot Three (3);

2.) thence N 87° 39' 55" W ninety-four and seventy-four hundredths (94.74) feet along the south right-of-ways of State Route 269/163 (E. Harbor Road) (R/W Varies) to the POINT OF BEGINNING;

3.) thence S 16° 35' 25" E one hundred fifteen and forty hundredths (115.40) feet to the POINT OF TERMINATION.

All set and found iron rods and pipes are 5/8", unless otherwise noted.

The bearings are assumed and for angular measurements only.

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The intent of this legal description is to describe the centerline of a ten (10) foot sanitary sewer easement.

This legal description is based upon a field survey performed for Safe Harbor Condominium Storage Facility by W. Robert Kusmer PS # 6754 of Kusmer & Associates, Inc. in August, 2010.

November 4, 2011
Job No. 10083-S
WRK/blk

STATE OF OHIO
W. ROBERT KUSMER
6754
REGISTERED SURVEYOR

W Robert Kusmer
Nov 4, 2011

File: 10083b.leg

KUSMER & ASSOCIATES, INC. Architects Engineers Surveyors

LEGAL DESCRIPTION FOR A 0.0492 ACRE PARCEL
FOR SAFE HARBOR CONDOMINIUM STORAGE FACILITY
FOR A 10' WATERLINE EASEMENT
PARCEL FOUR (4)

Being a parcel of land situated in part of Lot Three (3), Section Four (4), Danbury Township, Ottawa County, Ohio and being a strip of land ten (10) foot wide lying five (5) foot on each side of the following described centerline:

1.) Commencing at a found ½" iron rod, said point being on the intersection of the south right-of-ways of State Route 269/163 (E. Harbor Road) (R/W Varies) and the east line of Lot Three (3);

2.) thence N 87° 39' 55" W one hundred sixteen and sixty-six hundredths (116.66) feet along the south right-of-way of State Routes 269/163 (E. Harbor Road) (R/W Varies) to the POINT OF BEGINNING;

3.) thence S 01° 46' 51" E eighty-seven and ninety-four hundredths (87.94) feet to a point;

4.) thence S 26° 08' 59" E one hundred twenty-four and forty-eight hundredths (124.48) feet to the POINT OF TERMINATION.

All set and found iron rods and pipes are 5/8", unless otherwise noted.

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All references are from Ottawa County deeds and records.

The bearings are assumed and for angular measurements only.

The intent of this legal description is to describe the centerline of a ten (10) foot waterline easement.

This legal description is based upon a field survey performed for Safe Harbor Condominium Storage Facility by W. Robert Kusmer PS#6754 of Kusmer & Associates, in August, 2010.

November 4, 2011
Job No. 10083-S
WRK/blk

STATE OF OHIO
W. ROBERT KUSMER
6754
REGISTERED SURVEYOR

W Robert Kusmer
Nov 4, 2011

File: 10083c.leg

KUSMER & ASSOCIATES, INC. Architects Engineers Surveyors

LEGAL DESCRIPTION FOR 0.1876 ACRE PARCEL
FOR SAFE HARBOR CONDOMINIUM STORAGE FACILITY
FOR A STORMWATER EASEMENT
PARCEL FIVE (5)

Being a parcel of land situated in part of Lot Three (3), Section Four (4), Danbury Township, Ottawa County, Ohio Described as follows:

1.) Commencing at a found ½" iron rod, said point being on the intersection of the south right-of-ways of State Route 269/163 (E. Harbor Road) (R/W Varies) and the east line of Lot Three (3);

2.) thence N 87° 39' 55" W one hundred thirty-five and thirty-three hundredths (135.33) feet along the south right-of-ways of State Route 269/163 (E. Harbor Road) (R/W Varies) to a point;

3.) thence S 01° 46' 51" E one hundred twenty-eight and eighty-one hundredths (128.81) feet along the east line of a parcel of land now or formerly owned by Margie Hoffman (Vol. 720, Pg. 940) to a found ½" iron rod;

4.) thence S 88° 09' 07" W one hundred and four hundredths (100.04) feet along the south line of a parcel of land now or formerly owned by Margie Hoffman (Vol. 720, Pg. 940) to a point;

5.) thence S 01° 46' 51" E ninety-nine and sixty hundredths (99.60) feet along the east line of a parcel of land now or formerly owned by Michael L. & Sandra L. Shepherd (Vol. 410, Pg. 938) and (OR 1310, Pg. 135) to a found iron rod;

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6.) thence S 88° 09' 07" W sixty-nine and sixty-three hundredths (69.63) feet along the south line of a parcel of land now or formerly owned by Michael L. & Sandra L. Shepherd (OR 1310, Pg. 135) to the POINT OF BEGINNING;

7.) thence S 01° 46' 51" E forty-three (43.00) feet to a point;

8.) thence S 88° 09' 07" W one hundred ninety (190.00) feet to a point;

9.) thence N 01° 46' 51" W forty-three (43.00) feet along the east line of a parcel of land now or formerly owned by Sharon Leis-Scagnetti (Vol. 713, Pg. 4)to a point referenced by a found iron rod (0.21' S, 0.40' W);

10.) thence N 88° 09' 07" E one hundred ninety (190.00) feet along the south line of parcels of land now or formerly owned by Ann L. & Wayne G. Duez (Vol. 415, Pg. 817) and Michael L. & Sandra L. Shepherd (OR 1310, Pg. 135) to the POINT OF BEGINNING, passing at one hundred fifty-nine and sixty-five hundredths (159.65) feet a found ½" iron rod on line.

Containing in all 0.1876 acres, more or less, subject to all highways and easements.

All references are from Ottawa County deeds and records.

All set and found iron rods and pipes are 5/8", unless otherwise noted.

The bearings are assumed and for angular measurements only.

This legal description is based upon a field survey performed for Safe Harbor Condominium Storage Facility by W. Robert Kusmer PS # 6754 of Kusmer & Associates, Inc. in August, 2010.

November 4, 2011
Job No. 10083-S
WRK/blk

STATE OF OHIO
W. ROBERT KUSMER
6754
REGISTERED SURVEYOR

W Robert Kusmer
Nov 4, 2011

File: 10083E.leg

KUSMER & ASSOCIATES, INC. Architects Engineers Surveyors

LEGAL DESCRIPTION FOR 0.0395 ACRE PARCEL
FOR SAFE HARBOR CONDOMINIUM STORAGE FACILITY
FOR AN 8' UTILITY EASEMENT
PARCEL SIX (6)

Being a parcel of land situated in part of Lot Three (3), Section Four (4), Danbury Township, Ottawa County, Ohio and being a strip of land eight (8) feet wide lying five (5) feet north and three (3) feet south of the following described centerline:

1.) Commencing at a found ½" iron rod, said point being on the intersection of the south right-of-ways of State Route 269/163 (E. Harbor Road)(R/W Varies) and the east line of Lot Three (3);

2.) thence S 01° 46' 51" E two hundred seventy and thirty-two hundredths (270.32) feet along the east line of Lot Three (3) to a point;

3.) thence S 88° 09' 07" W two hundred sixty-four and sixty-six hundredths (264.66) feet to the POINT OF BEGINNING;

4.) thence S 88° 09' 07" W two hundred fifteen (215.00) feet to the POINT OF TERMINATION.

Containing in all 0.0395 acres, more or less, subject to all highways and easements.

All references are from Ottawa County deeds and records.

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All set and found iron rods and pipes are 5/8", unless otherwise noted.

The bearings are assumed and for angular measurements only.

The intent of this legal description is to describe the centerline of an 8' utility easement.

This legal description is based upon a field survey performed for Safe Harbor Condominium Storage Facility by W. Robert Kusmer PS # 6754 of Kusmer & Associates, Inc. in August, 2010.

November 4, 2011
Job No. 10083-S
WRK/blk

STATE OF OHIO
W. ROBERT KUSMER
6754
REGISTERED SURVEYOR

W Robert Kusmer
Nov 4 2011

File: 10083F.leg

KUSMER & ASSOCIATES, INC. Architects Engineers Surveyors

LEGAL DESCRIPTION FOR 0.0571 ACRE PARCEL
FOR SAFE HARBOR CONDOMINIUM STORAGE FACILITY
FOR A 6' SANITARY SEWER EASEMENT
PARCEL SEVEN (7)

Being a parcel of land situated in part of Lot Three (3), Section Four (4), Danbury Township, Ottawa County, Ohio and being a strip of land six (6) feet wide lying three (3) feet north and three (3) feet south of the following described centerline:

1.) Commencing at a found ½" iron rod, said point being on the intersection of the south right-of-ways of State Route 269/163 (E. Harbor Road) (R/W Varies) and the east line of Lot Three (3);

2.) thence S 01° 46' 51" E two hundred seventy-five and thirty-two hundredths (275.32) feet along the east line of Lot Three (3) to a point;

3.) thence S 88° 09' 07" W sixty-five (65.00) feet to the POINT OF BEGINNING;

4.) thence S 88° 09' 07" W four hundred fourteen and sixty-six hundredths (414.66) feet to the POINT OF TERMINATION.

Containing in all 0.0571 acres, more or less, subject to all highways and easements.

All references are from Ottawa County deeds and records.

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All set and found iron rods and pipes are 5/8", unless otherwise noted.

The bearings are assumed and for angular measurements only.

The intent of this legal description is to describe the centerline of a 6' sanitary sewer easement.

This legal description is based upon a field survey performed for Safe Harbor Condominium Storage Facility by W. Robert Kusmer PS # 6754 of Kusmer & Associates, Inc. in August, 2010.

November 4, 2011
Job No. 10083-S
WRK/blk

STATE OF OHIO
W. ROBERT KUSMER
6754
REGISTERED SURVEYOR

W Robert Kusmer
Nov 4 2011

File: 10083g.leg

KUSMER & ASSOCIATES, INC. Architects Engineers Surveyors

LEGAL DESCRIPTION FOR 0.0571 ACRE PARCEL
FOR SAFE HARBOR CONDOMINIUM STORAGE FACILITY
A 6' WATERLINE EASEMENT
PARCEL EIGHT (8)

Being a parcel of land situated in part of Lot Three (3), Section Four (4), Danbury Township, Ottawa County, Ohio and being a strip of land six (6) feet wide lying three (3) feet north and three (3) feet south of the following Described centerline:

1.) Commencing at a found ½" iron rod, said point being on the intersection of the south right-of-ways of State Route 269/163 (E. Harbor Road) (R/W Varies) and the east line of Lot Three (3);

2.) thence S 01° 46' 51" E two hundred eighty-five and thirty-four hundredths (285.34) feet along the east line of Lot Three (3) to a point;

3.) thence S 88° 09' 07" W sixty-five (65.00) feet to the POINT OF BEGINNING;

4.) thence S 88° 09' 07" W four hundred fourteen and sixty-six hundredths (414.66) feet to the POINT OF TERMINATION.

Containing in all 0.0571 acres, more or less, subject to all highways and easements.

All references are from Ottawa County deeds and records.

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All set and found iron rods and pipes are 5/8", unless otherwise noted.

The bearings are assumed and for angular measurements only.

The intent of this legal description is to describe the centerline of a 6' waterline easement.

This legal description is based upon a field survey performed for Safe Harbor Condominium Storage Facility by W. Robert Kusmer PS # 6754 of Kusmer & Associates, Inc. in August, 2010.

November 4, 2011
Job No. 10083-S
WRK/blk

STATE OF OHIO
W. ROBERT KUSMER
6754
REGISTERED SURVEYOR

W Robert Kusmer
Nov 4, 2011

File: 10083h.leg

KUSMER & ASSOCIATES, INC. Architects Engineers Surveyors

LEGAL DESCRIPTION FOR 0.0023 ACRE PARCEL
FOR SAFE HARBOR CONDOMINIUM STORAGE FACILITY
FOR A STORMWATER EASEMENT
PARCEL NINE (9)

Being a parcel of land situated in part of Lot Three (3), Section Four (4), Danbury Township, Ottawa County, Ohio Described as follows:

1.) Commencing at a found iron rod marking the northeast corner of Lot Three (3), said point being on the intersection of the south right-of-ways of State Route 269/163 (E. Harbor Road) (R/W Varies) and the east line of Lot Three (3);

2.) thence N 87° 39' 55" W one hundred thirty-five and thirty-three hundredths (135.33) feet along the south right-of-ways of State Route 269/163 (E. Harbor Road) (R/W Varies) to a point;

3.) thence S 01° 46' 51" E one hundred twenty-eight and eighty-one hundredths (128.81) feet along the east line of a parcel of land now or formerly owned by Margie Hoffman (Vol. 720, Pg. 940) to a found ½" iron rod;

4.) thence S 88° 09' 07" W one hundred and four hundredths (100.04) feet along the south line of a parcel of land now or formerly owned by Margie Hoffman (Vol. 720, Pg. 940) to a point;

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5.) thence S 01° 46' 51" E ninety-nine and sixty hundredths (99.60) feet along the east line of a parcel of land now or formerly owned by Michael L. & Sandra L. Shepherd (Vol. 410, Pg. 938) and (OR 1310, Pg. 135) to a found iron rod;

6.) thence S 88° 09' 07" W two hundred fifty-nine and sixty-three hundredths (259.63) feet along parcels of land now or formerly owned by Michael L. & Sandra L. Shepherd (OR 1310,Pg. 135) and Ann L. and Wayne G. Duez (Vol. 415, Pg. 817) to a point referenced by a found iron rod (0.21' S, 0.40' W), passing at ninety-nine and ninety-eight hundredths (99.98) feet a found ½" iron rod on line;

7.) thence S 01° 46' 51" E forty-three (43.00) feet along the east line of a parcel of land now or formerly owned by Sharon Leis-Scagnetti (Vol. 713, Pg. 4) to the POINT OF BEGINNING;

8.) thence N 88° 09' 07" E fifteen (15.00) feet to a point;

9.) thence S 01° 46' 51" E three hundred seventy-five and eighteen hundredths (375.18) feet to a point;

10.) thence S 88° 22' 09" W three hundred fifty-eight (358.00) feet along a parcel of land now or formerly owned by Chapel on the Lake, Inc. (Vol. 780, Pg. 528) to a point;

11.) thence N 01° 46' 51" W sixty (60.00) feet along a parcel of land now or formerly owned by Chapel on the Lake, Inc. (Vol. 780, Pg. 528) to a point;

12.) thence N 88° 22' 09" E three hundred forty-three (343.00) feet along the south line of parcels of land now or formerly owned by Michael D. Griffin (Vol. 718, Pg. 21) and Sharon Leis-Scagnetti (Vol. 718, Pg. 21) to a point;

13.) thence N 01° 46' 51" W three hundred fifteen and thirteen hundredths (315.13) feet along the east line of a parcel of land now or formerly owned by Sharon Leis-Scagnetti (Vol. 718, Pg. 21) to the POINT OF BEGINNING.

Containing in all 0.6016 acres, more or less, subject to all highways and easements.

All references are from Ottawa County deeds and records.

All set and found iron rods and pipes are 5/8", unless otherwise noted.

The bearings are assumed and for angular measurements only.

This legal description is based upon a field survey performed for Safe Harbor Condominium Storage Facility by W. Robert Kusmer PS # 6754 of Kusmer & Associates, Inc. in August, 2010.

November 4, 2011
Job No. 10083-S
WRK/blk

STATE OF OHIO
W. ROBERT KUSMER
6754
REGISTERED SURVEYOR

W Robert Kusmer
Nov 4, 2011

File: 10083I.leg

KUSMER & ASSOCIATES, INC. Architects Engineers Surveyors

LEGAL DESCRIPTION FOR 0.0023 ACRE PARCEL
FOR SAFE HARBOR CONDOMINIUM STORAGE FACILITY
FOR A SIGN EASEMENT
PARCEL TEN (10)

Being a parcel of land situated in part of Lot Three (3), Section Four (4), Danbury Township, Ottawa County, Ohio Described as follows:

1.) Commencing at a found ½" iron rod, said point being on the intersection of the south right-of-ways of State Route 269/163 (E. Harbor Road) (R/W Varies) and the east line of Lot Three (3);

2.) thence N 87° 39' 55" W sixty-nine and eighteen hundredths (69.18) feet along the south right-of-ways of State Route 269/163 (E. Harbor Road) (R/W Varies) to a point;

3.) thence S 01° 46' 51" E fifteen (15.00) feet to the POINT OF BEGINNING;

4.) thence S 01° 46' 51" E ten (10.00) feet to a point;

5.) thence S 88° 13' 09" W ten (10.00) feet to a point;

6.) thence N 01° 46' 51" W ten (10.00) feet to a point;

7.) thence N 88° 13' 09" E ten (10.00) feet to the POINT OF BEGINNING.

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Containing in all 0.0023 acres, more or less, subject to all highways and easements.

All references are from Ottawa County deeds and records.

All set and found iron rods and pipes are 5/8", unless otherwise noted.

The bearings are assumed and for angular measurements only.

This legal description is based upon a field survey performed for Safe Harbor Condominium Storage Facility by W. Robert Kusmer PS # 6754 of Kusmer & Associates, Inc. in August, 2010.

November 4, 2011
Job No. 10083-S
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STATE OF OHIO
W. ROBERT KUSMER
6754
REGISTERED SURVEYOR

W Robert Kusmer
Nov 4, 2011

File: 10083J.leg

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BY-LAWS (Code of Regulations) of

SAFE HARBOR STORAGE CONDOMINIUM ASSOCIATION

ARTICLE I
NAME AND LOCATION

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

ARTICLE II
DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Safe Harbor Storage Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of Ottawa County, Ohio.

ARTICLE III
UNIT OWNERS (MEMBERS)

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

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of

the Declarant, or upon written request of Unit Owners other than the Declarant entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners other than the Declarant, and when required by the Condominium act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting, to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least seven (7) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of owners entitled to cast at least twenty percent (20%) of the voting power of the members shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

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

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

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not

less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Initial Directors. The initial Directors shall be those three persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Directors. The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these By-Laws. Directors shall be elected from among the Unit Owners or the spouses of Unit Owners. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by the vote of Unit Owners holding at least 67% of the voting power of the Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its

discretion, determine, but no less than the number of vacancies that are to be filled.

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

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

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

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

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Conduct of Meetings. Unless otherwise determined by the Board, meetings of the Board shall be open to all Unit Owners. The Board shall have the prerogative to close their meetings to all non-board members whenever the same is necessary or convenient to the efficient administration of the Board's affairs. A meeting of the Board may be held by any method of communication,

including electronic or telephonic communication provided that each member of the Board can hear (in the case of telephonic) or view (in the case of other electronic methods), participate and respond to every other member of the Board.

Section 12. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

Section 13. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium Organizational Documents:

(b) obtain insurance coverage no less than that required pursuant to the Declaration;

(c) enforce the covenants, conditions and restrictions set forth in the Declaration;

(d) repair, maintain and improve the Common Elements;

(e) establish, enforce, levy and collect assessments as provided in the Declaration;

(f) adopt and publish rules and regulations:

(i) governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;

(ii) detailing the procedures for discharging the Association's responsibilities with regard to the administration of the Condominium Property;

(iii) governing any aspect of the Condominium Property that is not required by statute to be governed by the Declaration or By-Laws; and

(iv) establishing penalties for the infraction thereof;

(g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);

(h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;

(i) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium Organizational Documents);

(j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan including, without limitation, the pledge of the Association's right to levy assessments upon the members; and

(l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

Section 14. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing one-half (1/2) or more of the voting power of Unit Owners;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of assessments against each Unit;

(ii) give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and

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

(d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(e) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;

(f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

(g) cause the restrictions created by the Declaration to be enforced; and

(h) take all other actions required to comply with all requirements of law and the Condominium Organizational Documents.

ARTICLE V
OFFICERS

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

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

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

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

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

(a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI
COMMITTEES

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

ARTICLE VII
BOOKS AND RECORDS

The Association shall maintain correct and complete books, records and financial statements of the Association, including, without limitation, its governing documents (current copies of the Declaration, By-Laws and Articles); current rules and regulations; names and addresses of the Unit Owners and their respective undivided interests in the Common Elements; actions (board resolutions, minutes of all meetings of members and the Board, etc.); documents relating to its financial condition (all receipts and expenditures, budget, financial statements showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Unit Owners, etc.) and annual audited financial statements when such are prepared.

Any Unit Owner, duly authorized agent of any Unit Owner, duly authorized prospective purchaser, lender or the holder, insurer or guarantor of a first mortgage on a Unit, may examine and copy any of the foregoing books, records

and financial statements pursuant to reasonable standards established in the Declaration, these By-Laws, or by rules and regulations promulgated by the Board, which may include, without limitation, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. Notwithstanding the foregoing, the Association shall not be required to permit the examination and copying of any of the following:

(1) information that pertains to Condominium Property-related personnel matters;

(2) communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

(3) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(4) information that relates to the enforcement of the Declaration, By-Laws, or rules and regulations of the Association against Unit Owners; or

(5) Information the disclosure of which is prohibited by state or federal law.

ARTICLE VIII
AUDITS

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

1. to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners; and

2. upon the request of a holder, insurer, or guarantor of any first mortgage on a Unit.

ARTICLE IX
FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X
AMENDMENTS

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

SAFE HARBOR DEVELOPMENT LTD
an Ohio limited liability company

Mark Montgomery, Member