InstrID:202609220019280 9/22/2026
Pages:79 F: $659.00 9:19 AM
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Licking County Recorder

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM OWNERSHIP

AND

BYLAWS

FOR

REDDINGTON VILLAGE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR REDDINGTON VILLAGE CONDOMINIUM RECORDED AT INSTRUMENT NO. 200410110036734 OF THE LICKING COUNTY RECORDS.

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS FOR REDDINGTON VILLAGE CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for Reddington Village Condominium (the "Declaration") and the Bylaws of Reddington Village Condominium Owners' Association, Inc. (the "Bylaws"), Exhibit C to the Declaration, were recorded at Licking County Records, Instrument No. 200410110036734.

B. This Amended and Restated Declaration of Condominium Ownership for Reddington Village Condominium (the "Amended and Restated Declaration") incorporates the Declaration and Bylaws, the First Amendment to the Declaration recorded on January 13, 2005, at Instrument No. 200501130001417, the Second Amendment to the Declaration recorded on April 21, 2005, at Instrument No. 200504210011791, the Third Amendment to the Declaration recorded on July 27, 2005, at Instrument No. 200507270022721, the Fourth Amendment to the Declaration recorded on October 6, 2005, at Instrument No. 200510060031653, the Fifth Amendment to the Declaration recorded on January 11, 2006, at Instrument No. 200601110001162, the Sixth Amendment to the Declaration recorded on June 13, 2006, at Instrument No. 200606130017023, the Seventh Amendment to the Declaration recorded on August 28, 2006, at Instrument No. 200608280025027, the Eighth Amendment to the Declaration recorded on June 19, 2007, at Instrument No. 200706190016696, the Ninth Amendment to the Declaration recorded on January 3, 2008, at Instrument No. 200801030000147, the Amendments to the Declaration recorded on May 22, 2008, at Instrument No. 200805220011997, the Amendments to the Declaration recorded on November 3, 2008, at Instrument No. 200811030023981, the Amendments to the Declaration recorded on March 11, 2016, at Instrument No. 201603110004788, the Amendment to the Declaration recorded on December 9, 2019, at Instrument No. 201912090027300, the Amendments to the Declaration recorded on January 24, 2024, at Instrument No. 202401240001313, the Amendment to the Declaration recorded on April 2, 2024, at Instrument No. 202404020005316, and the Amendments to the Declaration recorded on December 15, 2025, at Instrument No. 202512150024165 of the Licking County Records (all the foregoing amendments are collectively referred to as the "Amendments"). The result is a single text that is written as if the text of the above-referenced Amendments had been included in the Declaration and Bylaws.

C. This Amended and Restated Declaration and Bylaws has been prepared at the direction of the Association for the convenience of the Unit Owners as well as for prospective purchasers of a Unit within Reddington Village Condominium.

D. With the exception of the amendments to or removal of provisions that are no longer substantively applicable to the community or the Association and references to the Declarant and the Declarant's control period, as permitted by the Amendments recorded at Instrument No. 202512150024165, Unit Owners and prospective purchasers are reminded that this restatement of the Declaration and Bylaws does *not* materially alter the Declaration and previously recorded Amendments. The Declaration, Bylaws, and the Amendments are available for review at the Licking County Recorder's Office. Any inconsistency between the Declaration, Bylaws, and Amendments, and this Amended and Restated Declaration will be resolved in favor of the Declaration, Bylaws, and the Amendments.

SIGNATURE PAGES TO FOLLOW

The Reddington Village Condominium Owners' Association, Inc. has caused the execution of this instrument this 21 day of September, 2026.

REDDINGTON VILLAGE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Parmelee A Wheeler
PARMELEE A. WHEELER, President

STATE OF OHIO)
) **SS**
COUNTY OF LICKING)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Reddington Village Condominium Owners' Association, Inc., by **PARMELEE A. WHEELER,** its President, who acknowledged that she did sign the foregoing instrument, and that the same is the free act and deed of the corporation and the free act and deed of her personally and as such officer.

I have set my hand and official seal this 21st day of September, 2026.

Aimee H. Myers
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC STATE OF OHIO
AIMEE H MYERS
Notary Public
State of Ohio
My Comm. Expires
August 17, 2027

The Reddington Village Condominium Owners' Association, Inc. has caused the execution of this instrument this 21 day of September, 2026.

REDDINGTON VILLAGE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Sara A. Heiser
SARA A. HEISER , Secretary

STATE OF OHIO)
) SS
COUNTY OF LICKING)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Reddington Village Condominium Owners' Association, Inc., by **SARA A. HEISER**, its Secretary, who acknowledged that she did sign the foregoing instrument, and that the same is the free act and deed of the corporation and the free act and deed of her personally and as such officer.

I have set my hand and official seal this 21st day of September, 2026

Aimee A. Myers
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC STATE OF OHIO
AIMEE H MYERS
Notary Public
State of Ohio
My Comm. Expires
August 17, 2027

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

REDDINGTON VILLAGE CONDOMINIUM

LICKING COUNTY, OHIO

AND

BYLAWS

OF

THE REDDINGTON VILLAGE CONDOMINIUM

UNIT OWNERS' ASSOCIATION, INC.

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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
REDDINGTON VILLAGE CONDOMINIUM

This Declaration of Condominium Ownership and of Easements, Restrictions and Covenants was made by Reddington Village, LLC, an Ohio limited liability company ("Declarant").

WITNESSETH: THAT

WHEREAS, the Declarant was the original owner of Parcel No. 1 (as defined in Article 1(T)) and described in **Exhibit "1"** attached hereto and made a part hereof; and

WHEREAS, Declarant was also the original owner of the Additional Property (as defined in Article I(B)); and

WHEREAS, it was the desire and intention of the Declarant to submit Parcel No. 1 together with the buildings, structures, improvements and fixtures of whatsoever kind now or hereafter located thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Condominium Property Act (as defined in Article I(A)); and

WHEREAS, it was the desire and intention of the Declarant to provide for the submission of the Additional Property or any portion or portions thereof, together with all buildings, structures, improvements and fixtures of whatsoever kind now or hereafter located thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Condominium Property Act; and

NOW, THEREFORE, Declarant hereby made the following Declaration as to divisions, covenants, restrictions, limitations, conditions, easements, reservations and uses to which the Property may be put, hereby specifying that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on all Unit Owners (as defined in Article I(Y)) together with their grantees, successors, heirs, executors, administrators, devisees, successors and assigns.

ARTICLE I

DEFINITIONS

The following words and terms used in this Declaration are defined as set forth in Section 5311.01, of the Ohio Revised Code, except as otherwise herein provided.

(A) "Act" means the Ohio Condominium Property Act as contained in Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(B) "Additional Property" means the real estate, including surface and air rights, contiguous to Parcel No. 1 and described in **Exhibit "2"** attached hereto and made a part hereof, together with all buildings, improvements and structures now or hereafter located thereon, all easements, rights and

appurtenances belonging thereto, and all articles of personal property submitted to the provisions of the Act.

(C) **"Additional Property Buildings"** means the buildings, structures, improvements and fixtures constructed on all or a portion of the Additional Property.

(D) **"Association"** means the Reddington Village Condominium Owners' Association, Inc.

(E) **"Board"** means the Board of Directors of the Association as the same may be constituted from time to time.

(F) **"Common Elements"** includes, unless otherwise provided in the Declaration, the following parts of the Condominium Property:

(1) The real estate described in the Declaration.

(2) All other areas, facilities, places, and structures that are not part of a Unit or are not delineated as part of a Unit in the Drawings (as defined in Article II) as well as the Limited Common Elements (as defined in Article 1(R)), including, but not limited to:

(a) the roadways, drives, yards, gardens and parking areas;

(b) easements created for the benefit of the Condominium Property;

(c) in general, all apparatus and installations existing for common use;

(d) such community facilities as may be provided for in this Declaration including, without limitation, the clubhouse and related facilities on the Property.

(e) all other parts of the Condominium Property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or that have been designated as Common Elements in this Declaration or the Drawings.

(G) **"Common Assessments"** means assessments charged proportionately against all Units for common purposes.

(H) **"Common Expenses"** means those expenses designated as such in the Act or in accordance with the provisions of this Declaration, or both.

(I) **"Common Losses"** means the amount by which the Common Expenses during any period of time exceeds Common Assessments and Common Profits during that period.

(J) **"Common Profits"** means the amount by which the total income received from assessments charged for special benefits to specific Units, rents received from rentals of equipment or space in Common Elements, and any other fee, charge or income other than Common Assessments exceeds expenses allocable to the income, rental, fee or charge.

(K) "Common Surplus" means the amount by which Common Assessments collected during any period exceed Common Expenses.

(L) "Condominium" means the condominium ownership structure for the Condominium Property created pursuant to the Act.

(M) "Condominium Development" means a Condominium Property in which two or more individual dwelling Units, together, with undivided interests in the Common Elements of the Property, are offered for sale pursuant to a common promotional plan.

(N) "Condominium Instruments" means this Declaration and accompanying Drawings and Plans, the Bylaws of the Association, any contracts pertaining to the management of the Condominium Property, and all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or a Unit.

(O) "Condominium Ownership Interest" or "Ownership Interest" means a fee simple estate in a Unit, together with an appurtenant undivided interest in the Common Elements.

(P) "Condominium Property" or "Property" means Parcel No. 1, all buildings, improvements and structures now or hereafter located on Parcel No. 1, all easements, rights and appurtenances belonging to Parcel No. 1, and all articles of personal property submitted to the provisions of the Act; provided, however, when the Additional Property or any portion or portions thereof, has been added to the Condominium Property pursuant to the provisions of Article X, hereof, the term "Condominium Property" or "Property" shall also include the Additional Property, or any portion or portions thereof, together with all buildings, improvements, and structures belonging to the Additional Property, all easements, rights, and appurtenances belonging to the Additional Property, and all articles of personal property, submitted to the provisions of the Act.

(Q) "Declaration" means this instrument.

(R) "Limited Common Elements" means the Common Elements designated in the Declaration as reserved for a certain Unit or Units to the exclusion of other Units.

(S) "Occupant" means a person or persons, natural or artificial, in possession of a Unit.

(T) "Parcel No. 1" means the real estate described in **Exhibit "1"**, attached hereto and made a part hereof.

(U) "Parcel No. 1 Buildings" means the buildings, structures, improvements and fixtures constructed on Parcel No. 1.

(V) "Purchaser" means a person who purchases a Condominium Ownership Interest for consideration pursuant to an agreement for the conveyance or transfer of that interest for consideration.

(W) "Rules" means any Rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted from time to time by the Association.

(X) "Sale of a Condominium Ownership Interest" means the execution by both parties of an agreement for the conveyance or transfer for consideration of a Condominium Ownership Interest.

(Y) "Unit" means a part of the Condominium Property consisting of one or more rooms on one or more floors of a building and designated as a Unit in this Declaration and delineated on the Drawings provided for in Section 5311.07 of the Act.

(Z) "Unit Owner" means a person who owns a Condominium Ownership Interest.

ARTICLE II

NAME OF CONDOMINIUM; ESTABLISHMENT OF CONDOMINIUM OWNERSHIP AND DIVISION OF CONDOMINIUM PROPERTY

The name of the Condominium shall be Reddington Village Condominium. The purpose of the Condominium Property, the Units, and the recreational and commercial facilities situated in the Condominium Property, is to establish a plan of condominium ownership for the Condominium Property. Declarant hereby submitted the Condominium Property to the provisions of Chapter 5311 of the Ohio Revised Code. The Condominium Property, including the separate, detached structures thereon, containing eighty-six (86) Units, is hereby divided into eighty-six (86) separately designated and legally described freehold estates, and one (1) freehold estate constituting the Common Elements.

To the extent possible, the particulars of the land, buildings, and other improvements, including but not limited to, the layout, location, designations and dimensions of each Unit, the layout, location and dimensions of the Common Elements and Limited Common Elements, and the location and dimensions of all appurtenant easements are shown graphically on the set of drawings attached hereto as Exhibit A, and made a part hereof (the "Drawings" or "Allotted Drawings").

(A) **Units**. Each Unit shall consist of:

(1) the space in the building designated by that Unit's designation on the Drawings that is bounded by the undercoated interior surfaces of the perimeter walls, the unfinished surface of the floors, and the unfinished interior surface of the ceilings, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosure of space, and all improvements within that space. Without limiting the foregoing, each Unit shall include:

(a) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings and other perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall material;

(b) all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs and the hardware therefore;

(c) all fixtures and appliances installed or for the exclusive use of a 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 foregoing, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any;

(d) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located which serve either the Unit or the fixtures located therein;

(e) all control knobs, switches, thermostats and electrical outlets and connection affixed to or projecting from the walls, floors, and ceilings which service either the Unit or the fixtures located therein;

(f) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; and

(g) the portion of fireplaces actually within the interior of a Unit, and fireplace vents or chases;

(h) the space in the attached garage;

(i) the space in the attached screened veranda, if any; and

(j) the attic space or storage space above a Unit, and the crawl

excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

(a) any supporting element of the building contained in the interior walls;

(b) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit;

(c) fireplace brick chimneys, if any.

The designation, location and approximate area of all Units are shown on the Drawings. Each Unit has a direct exit to a public street or to a Common Element leading to a public street.

A narrative description of the Units is set forth in Exhibit B, attached hereto and made a part hereof.

Any inconsistencies between the narrative description of the Units as set forth in Exhibit B and the Drawings shall be resolved in favor of the Drawings.

There are twenty-four (24) residential buildings with two (2) or four (4) Units per building that are a part of the Condominium, for a total of eighty-six (86) Units. The residential buildings are of a two (2) story traditional architectural style with garage spaces adjoining at the center of each building. There are no basements. The buildings are wood frame construction on concrete slabs, with stone or brick exteriors, vinyl siding, and shingle roofs. The principal materials of which the buildings are constructed are wood, glass, concrete, brick or stone, fiberglass shingle and drywall. The residential buildings are located as shown on the Drawings.

(B) Common Elements.

(1) Description of Common Elements. The entire balance of the land and improvements thereon, including but not limited to, all exterior parking spaces, roadways, community facilities, if any, pumps, trees, lawns, gardens, pavement, wires, conduits, utility lines and ducts now or hereafter situated on the Condominium Property are hereby declared and established as the Common Elements. Unless otherwise provided by the Association, however, the care, maintenance, repair and replacement of all or any portion of such elements or fixtures located within a Unit shall be the responsibility of the Unit Owner of the Unit.

(2) Limited Common Elements. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy to the exclusion of all others the Limited Common Elements which serve only their Unit. The Limited Common Elements with respect to each Unit shall consist of such of the following as may be construed to be Common Elements:

(a) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including the individual air-conditioning compressor for each Unit which is located outside the bounds of the Unit but which serves only the particular Unit, all other heating, air-conditioning and ventilating equipment and systems located in a Unit, thermostats and control devices, if any, and sanitary and storm sewer cleanouts located outside the bounds of a Unit but serving a particular Unit, and the structure for any of the foregoing (and space thereof), if any, located outside such Unit containing equipment serving only such Unit;

(b) All gas, electric, if any, telephone, intercom, water or other utility or service lines, pipes, wires and conduits located outside the bounds of such Unit and which serve only such Unit;

(c) The driveway accessory to each Unit and the walkway connecting from the driveway to each Unit;

(d) All other parts of the Common Elements which serve only such Unit.

(3) Use of Common Elements. Each Unit Owner of a Unit shall own an undivided interest in the Common Elements as a tenant in common with all other such Unit Owners, and, except as otherwise limited in this Declaration and in the Bylaws of the Association

("Bylaws"), a copy of which is attached hereto as Exhibit C, each Unit Owner shall have the non-exclusive right to use the Common Elements for all purposes incident to the use and occupancy of their Unit as a place of residence and such other incidental uses permitted by this Declaration and the Bylaws. The extent of each Unit Owner's ownership in the Common Elements is expressed in percentages and such percentages shall remain constant and shall not be changed except by an amendment to this Declaration approved by all Unit Owners affected.

(4) Ownership of Undivided Interest in Common Elements. The percentage of ownership of the Common Elements attributable to the Ownership Interest in each Unit, together with the percentage of interest in the Association for the division of Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses, as hereinafter described in Article V, Section (B), of this Declaration, shall be in accordance with Exhibit D, attached hereto and made a part hereof.

The percentage of interest in the Common Elements is in the proportion that the par value of the Unit bears to the aggregate par value of all Units. For purposes of conveyance of title to purchasers of individual Units, description by Unit number and reference to this Declaration, any amendments hereto and the Drawings and any amendments to the Drawings shall be sufficient to convey the Unit and the Ownership Interest in the Common Elements (including the Limited Common Elements) appurtenant thereto.

(5) Partition. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from its terms or from the terms of any statute applicable to Condominium Ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners.

(6) Regulation and Management of Common Elements.

(a) Regulation by Association. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such Rules pertaining thereto as from time to time may be adopted by the Association. Without limiting the foregoing, the Association shall have the right, but not the obligation, to promulgate Rules limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees, tenants, agents and servants. Subject to the Rules, all Unit Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Unit Owners.

(b) Management Agreement. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Association. The Association may delegate

all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation shall be evidenced by one or more management agreements that may provide for the payment of reasonable compensation to such managing agent as a Common Expense, provided, however, that any agreement shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party without cause and without penalty on ninety (90) days written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one (1) year periods; and shall be bona fide and commercially reasonable at the time entered into.

(C) Management. Maintenance, Repairs, Alterations and Improvements.

(1) The Association.

(a) The Association shall manage the Common Elements and shall maintain and keep the same in a state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Elements, by promptly, properly and in a good and workmanlike manner, making all repairs, replacements, alterations and other improvements necessary to comply with the foregoing. The Association shall also be responsible for repairing all damage to a Unit caused by the Association, including damage caused by performance by the Association of its obligations hereunder. As provided in Article II(B)(6)(b) hereof, the Association may delegate all or any portion of its authority to discharge such responsibility to a managing agent.

(b) The Association shall also maintain, repair and replace the driveway areas within the Common Elements and shall maintain the landscaping of the Common Elements and Limited Common Elements.

(2) Unit Owner. Except as may otherwise be provided herein, the responsibility of each Unit Owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of his Unit, including, but not limited to, all internal and external installations of such Unit such as appliances, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries, other than such utility facilities serving other Units, and to assume the same responsibility with respect to the Limited Common Elements belonging to his Unit. Each Unit Owner is also responsible for the maintenance, repair, and replacement of all Improvements made by the Unit Owners or a prior Unit Owner of the Unit in accordance with Declaration Article VII(R), as amended.

(b) Not to make any alterations within the portions of the Unit or the Common Elements, including Limited Common Elements (except as permitted by Sections (E), (F) and (G) of

Article VII), which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Units or the Common Elements without first obtaining the written consent of the Board, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of the person or persons for whose benefit such easement exists.

(c) Not to paint or otherwise finish, decorate or change the appearance of any portion of the exterior of a Unit without the prior written consent of the Board of the Association.

(d) To report promptly to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

(e) To perform his responsibilities in such a manner so as not unreasonably to disturb other persons residing within the Condominium Property.

(f) To maintain, repair and replace at his expense all portions of the Condominium Property which may be damaged or destroyed by reason of his own act or neglect, the act or neglect of any Occupant of his Unit, or the willful act or neglect of any invitee, licensee or guest of such Unit Owner or Occupant. Notwithstanding the foregoing obligation of the Unit Owner, the Association may, but shall not be obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an Occupant, or their invitee, licensee or guest, and charge and collect from such Unit Owner the cost and expense paid or incurred in making any such repair or replacement. If the repair or replacement is made by the Association, the cost and expense thereof shall be a lien against the Unit Owner's Ownership Interest which the Association may assert and collect in the same manner as the Association may assert and collect a lien against a Unit Owner's Ownership Interest for non-payment of his share of assessments for Common Expenses. The right of the Association to assert and collect upon a lien shall not be exclusive, but shall be in addition to all other rights and remedies available to the Association, herein, in law and in equity for recovery of the cost and expense so incurred.

(g) To pay all costs for utility services (such as, without limitation, water, gas, electricity, sewage, rubbish and trash disposal or treatment and the like) furnished to their Unit or to the Limited Common Elements designated for their use, unless any or all of such services are provided or paid for by the Association and charged to the Unit Owner as part of the Common Expenses, in which case all or any of such services so provided by the Association shall be paid for by the Unit Owner as part of his share of the Common Expenses.

(3) **Rights Against Third Parties**. The obligation of the Association and of Unit Owners to repair, maintain and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction, repair, alteration or improvement of the Condominium Property. The undertaking of repair, maintenance or replacement by the Association or Unit Owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantee or insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing its or his obligation hereunder.

ARTICLE III

PROVISIONS AS TO EASEMENTS, UNITS, AND COMMON ELEMENTS

Declarant hereby created by grant or reservation, as the case may be, in perpetuity, for its benefit and for the benefit of each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, the Association, and to any other person now having or hereafter having an interest in Parcel No. 1 and the Additional Property or any part thereof, and the respective heirs, devisees, executors, administrators, personal representatives, successors and assigns of the foregoing persons, the following nonexclusive rights and easements:

(A) **Roadway, Utility and Other Easements**. The right and easement to construct, install, repair, replace, relocate, operate and maintain roadways, driveways, sidewalks, water mains with service connections, storm and sanitary sewer lines, steam, electric, gas and telephone lines, conduits, and transmission and meter devices and other utilities, in, on, under and/or over the Condominium Property; the right and easement to construct, install, repair, replace, relocate, operate and maintain television cable lines and other television reception devices and security devices; the right and easement to construct, install, repair, replace, relocate, operate and maintain that portion of the heating, air-conditioning and other equipment and systems located outside of the bounds of a Unit but which serves only a particular Unit.

(B) **Encroachments**. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the buildings or improvements constituting a part of the Condominium Property, any part of the Common Elements shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Elements, or any part of a Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utility systems comprised within the Condominium Property any pipes, ducts or conduits serving a Unit shall encroach upon any other Unit, easements in favor of the Unit Owner or Association, as the case may be, for the maintenance of any such encroachment are hereby established;

provided, however, in no event shall a valid easement for any encroachment be created in favor of a Unit Owner if such encroachment occurred due to their willful conduct.

(C) **Maintenance Easements**. Easements in favor of the Association over the Units and Limited Common Elements for access as may be necessary for the purpose of maintaining the Common Elements and easements in favor of each Unit Owner over the Common Elements for access to his Unit. Easements in favor of each Unit Owner to and through the Common Elements as may be necessary for the use of water, gas, storm and sanitary sewers, electric and telephone lines, and other utilities now or hereafter existing within the walls; easements for the use of television cable lines and other television reception devices, subject to the provisions of Article VII(D) hereof; easements for the use of security alarms and other security devices.

(D) **Easements Through Units and Limited Common Elements**. Easements in favor of the Association through the Units and the Limited Common Elements for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the Units.

(E) **Unit Owner's Right to Ingress and Egress**. Each Unit Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his Unit and to any Limited Common Elements designated for use in connection with his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

(F) **Association's Right to Use of Common Elements**. The Association shall have a nonexclusive easement to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions required or permitted pursuant to this Declaration, including the right to construct and maintain in the Common Elements mechanical, maintenance and storage facilities for use by the Association.

(G) **Future Easements to Others**. Such easements as the Association if the same has been formed, from time to time may hereafter grant to others for roadway, access and utility purposes, including, but not limited to, the, right to install, lay, maintain, repair and replace roadways, water mains and pipes, storm and sanitary sewer lines, drainage ditches, gas mains, telephone wires and equipment and television and electrical cables, conduits and wire over, under and along any portion of the Common Elements (other than Limited Common Elements), provided that it shall be a condition precedent to the use and enjoyment of any such easements that the owner or owners of land benefited thereby shall, at his, its or their expense, restore the Common Elements to the same condition as existed just prior to the installation of any such utility improvements, and provided further that the owner or owners of such benefited land shall pay their fair share of the cost and expense of repairing, replacing, relocating and operating said improvements, said fair share to be determined in accordance with the provisions of Section (K) of this Article III. Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Association his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagee such easements or other instruments as may be necessary to effect the foregoing.

Each grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) of reference to such easements.

(H) **Easement Rights**. The above easements are to be enjoyed in common with the grantees, their heirs, executors, administrators, successors and assigns, with the right reserved in the Declarant, its successors and assigns, to grant, assign, or convey or dedicate to public use all or a portion of the easement rights herein to one or more assignees or grantees as an appurtenance to the Condominium Property and Additional Property, without it being considered by the grantees, their heirs, executors, administrators, successors and assigns, as an additional burden on said easement and/or the Condominium Property. Any assignment, conveyance or dedication of said easement rights by the Declarant may be made at the same time or at successive times, and the residuary easement rights of the Declarant shall not cease or determine until the Declarant has no remaining interest, of record, in the Condominium Development or Additional Property. However, the rights of all assignees or grantees in the reserved easements shall remain in full force and effect.

(I) **No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage, or other instrument affecting title to his Condominium Ownership Interest without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

ARTICLE IV

OWNERS' ASSOCIATION OF REDDINGTON VILLAGE CONDOMINIUM

(A) **Membership**. Declarant caused to be formed an Ohio corporation not for profit to be called REDDINGTON VILLAGE CONDOMINIUM OWNERS' ASSOCIATION, INC. which administers the Condominium Property. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new Unit Owner of such Unit shall automatically become a member of the Association. The Board of Directors and officers of the Association elected as provided in the Bylaws shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the Bylaws and by this Declaration upon the Association, except as otherwise specifically provided; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or a member of the Board of Directors, solely in his capacity as an officer or a member of the Board of Directors, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws.

(B) **Administration of Condominium Property**. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws and each Unit Owner, tenant or Occupant of a Unit shall

comply with the provisions of this Declaration, the Bylaws, and the Rules, decisions, and resolutions of the Association or its representative, and failure to comply with any of the foregoing shall be grounds for an action to recover sums due for damages, or for injunctive relief.

(C) **Service of Process**. The person to receive service of process for the Association shall be as designated by the Board. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

ARTICLE V

ASSESSMENTS

(A) **General**. Assessments for the management, maintenance, repair and insurance of the Common Elements and amounts determined by the Board of Directors of the Association for the establishment and maintenance of the reserve fund to meet the cost and expense of repair and replacement of the Common Elements together with the payment of the Common Expenses, shall be made in the manner provided herein, and in the manner provided in the Bylaws.

(B) **Division of Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses**. The proportionate shares of the separate Unit Owners of the respective Units in the Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses of the operation of the Condominium Property is based upon the par value of such Units expressed in Exhibit D, attached hereto and made a part hereof. The acquisition or occupancy of any Unit shall be conclusive evidence against the Unit Owner or Occupant thereof that the percentage set forth opposite each Unit in Exhibit D of this Declaration is in the proportion that the par value of the Unit bears to the aggregate par value of all Units on the date this Declaration is filed for record, and the proportionate share of profits and expenses of each Unit Owner shall be in accordance with said percentages set forth in Exhibit D.

(C) **Non-Use of Facilities**. No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of the Common Elements, or by the abandonment of his Unit.

(D) **Lien of Association.** The Association shall have the right to place a continuing lien upon the estate or interest in any Unit of the Unit Owner thereof and his undivided interest in the Common Elements for the payment of the portion of the Common Expenses chargeable against such Unit which remains unpaid for ten (10) days after such portion has become due and payable by filing a certificate with the Recorder of Licking County, Ohio, pursuant to authorization given by the Board of Directors of the Association. The certificate shall contain a description of the Unit, the name or names of the record Unit Owner or Unit Owners, and the amount of the unpaid portion of the Common Expenses. The lien is valid for a period of five (5) years from the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit during the period he has an Ownership Interest therein, and any Common Assessment not paid within ten (10) days after the same shall become due and payable, shall bear interest at the maximum rate allowed by law until such time as the Common Assessment has been paid in full and the Association shall be entitled

to levy against the delinquent Unit Owner a service charge of five percent (5%) of the amount of the delinquent payment in order to defray the administrative costs of collection and court costs and reasonable attorneys fees.

In accordance with Ohio Revised Code Section 5311.18(A)(1)(b), the Association has a lien upon each Unit's Ownership Interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(E) **Priority of Association's Lien**. The lien provided for in Section (D) of this Article V is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages that have been filed for record. The lien provided for in Section (D) of this Article V may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its President or any other officer pursuant to authority granted by the Board of Directors. In the foreclosure action, the Association, or its agent, duly authorized by action of the Board of Directors, is entitled to become a Purchaser at the foreclosure sale. Suit to recover for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing payment of the same.

(F) **Dispute as to Common Expenses**. A Unit Owner who believes that the portion of Common Expenses chargeable to his Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Unit may commence an action for the discharge of the lien in the Court of Common Pleas for Licking County, Ohio. In the action, if it is finally determined that the portion of Common Expenses has been improperly charged to the Unit Owner or his Unit, the court shall make an order as is just, which may provide for a discharge of record of all or a portion of the lien.

(G) **Non-Liability of Judicial Sale Purchaser for Past Due Common Expenses.** Where the mortgagee of record or other Purchaser of a Unit acquires title to the Unit as a result of a judicial sale resulting from litigation, or where the mortgagee of a first mortgage of record in lieu of the foreclosure of its mortgage acquires title to the Unit by accepting a deed to the Unit, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or other assessments by the Association chargeable to such Unit which become due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from the Unit Owners of all of the Units, including the Unit of such acquirer, his heirs, executors, administrators, successors or assigns at the time the first assessment next following the acquisition of title to such Unit by such acquirer.

(H) **Liability for Assessments Upon Voluntary Conveyance**. In a voluntary conveyance of a Unit, other than by deed in lieu of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his Unit for his share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors of the Association setting forth the amount of all unpaid assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

(I) **Cost of Collection**. A Unit Owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and all costs and expenses incurred by the Association in connection with the collection of said Unit Owner's account, including reasonable attorney fees, recording costs, title reports and/or court costs.

ARTICLE VI

INSURANCE AND RECONSTRUCTION

(A) **Casualty Insurance**. The Association, as a Common Expense, shall obtain for the benefit of the Association, all of the Unit Owners and their respective mortgagees, as their interests may appear, and thereafter maintain in full force and effect at all times, insurance (except such insurance as may be separately provided for by a Unit Owner pursuant to Article VI(C) of this Declaration) on the following (comprising and being hereinafter referred to as the "Insured Property"): All structures (other than Units) and improvements and facilities now and at any time hereafter constituting a part of the Common Elements of the Condominium Property and all personal property owned by the Association. The insurance shall afford protection against loss or damage by fire, lightning and such other perils as are now or hereafter covered by the standard form extended coverage endorsement commonly issued in Licking County, Ohio and such other risks as from time to time customarily shall be covered with respect to buildings, structures, improvements and facilities similar in construction, location and use as the buildings, structures, improvements and facilities comprised as part of the Condominium Property, including without limitations, vandalism, malicious mischief, windstorm, plate glass and water damage, subject to a reasonable deductible in an amount as the Board shall determine. The casualty insurance shall be in an amount equal to not less than one hundred percent (100%) of the full replacement cost of the Insured Property, exclusive of excavations and foundations and exclusive of individual Units which shall be separately insured by Unit Owners as provided in Article VI(C) of this Declaration. The amount of casualty insurance shall be reviewed annually and adjusted if necessary. The cost of an appraisal shall be a Common Expense. The casualty insurance shall provide (1) for the issuance of certificates of insurance to the Unit Owners, (2) for the issuance of certificates of insurance to the holders of mortgages on the Units, (3) that for the purpose of such insurance, improvements to Units made by Unit Owners shall not affect the valuation of the Insured Property, (4) for the payment of claims without apportionment or contribution, as though no other policy existed, (5) that the insurer waives all defenses based upon the "increase in hazard" provision, co-insurance, invalidity arising by acts of an insured, or similar defenses and waiving the so-called "vacancy" clause, (6) that the insurer waives its right of subrogations against Unit Owners, the Association, any managing agent and their respective families, agents, tenants, guests and employees and all persons lawfully in possession or control of any part of the Condominium Property, (7) that the insurer waives its right to elect to restore the Condominium Property, or any part thereof, in lieu of making a cash settlement in the case of the termination of this Condominium as provided for in this Declaration or pursuant to the provisions of the Act, and (8) that coverage under such insurance will not be terminated, cancelled or materially modified without thirty (30) days' prior written notice to all insureds, including each mortgagee holding a mortgage encumbering a Unit. The Association shall pay the premiums for the insurance herein required at least thirty (30) days prior to the expiration date thereof. Certificates of such insurance, together with proof of payment of the premium therefor, shall be delivered by the Association to each Unit Owner and its respective mortgagee(s) at least ten (10) days prior to the expiration of the then current policy(s). Furthermore, the Association shall have the

right, but not the obligation, to insure portions of a Unit and the provisions of this Article VI shall not invalidate any such insurance.

(B) Insurance Beneficiaries. All casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagee(s), as their respective interest may appear. The casualty insurance policies shall provide that all proceeds payable as a result of losses shall be paid to the Association as trustee for the Unit Owners and their respective mortgagees.

(C) Unit Owners' Insurance. Each Unit Owner or Occupant may separately carry such insurance in addition to that provided by the Association as that Unit Owner may desire. However, no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered the insurance purchased by the Association. Should any Unit Owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, and/or failure to have the proceeds of such other insurance payable pursuant to the provisions of Article VI(A) of this Declaration 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 such diminution and/or loss of proceeds. Any such insurance policy(s) shall contain the waiver of subrogation provisions referred to in Article VI(A) of this Declaration.

(D) Liability Insurance. The following provisions shall govern in respect of liability insurance:

(1) The Association, as a Common Expense, shall purchase a policy or policies of comprehensive liability insurance, and thereafter maintain the same in full force and effect at all times, insuring the Association, the Board, the managing agent, if any, the Unit Owners, and Occupants of Units other than Unit Owners against liability for bodily injury (including death) or property damage occurring upon, in or about, or arising from the Common Elements; such insurance shall afford protection to a limit of not less than Five Hundred Thousand Dollars ($500,000.00) in respect to bodily injury suffered by any one (1) person, and to the limit of not less than One Million Dollars ($1,000,000.00) in respect to any one (1) such occurrence, and to the limit of not less than One Hundred Thousand Dollars ($100,000.00) in respect to damage to or destruction of property. Such liability insurance shall contain a cross-liability endorsement to cover liability of one insured to the other.

(2) Such comprehensive liability policy shall not insure against liability for bodily injury or property damage occurring within an individual Unit. A Unit Owner may carry such additional personal liability insurance as they may desire.

(E) Additional Insurance. The Association shall also obtain such other insurance as the Board in its discretion may determine.

(F) Damage or Destruction. The following provisions shall govern in the event of any damage or destruction to the Insured Property:

(1) In the event of any damage or destruction of any of the Insured Property, if the proceeds of any policy or policies insuring against such damage or destruction 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 in payment therefor; provided, however, that in the event, within ninety (90) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to Article VI(F)(3) of this Declaration shall elect not to repair, restore or reconstruct, then such repair, restoration or reconstruction shall not be undertaken.

(2) In the event the damage or destruction of the Insured Property shall be attributed to any cause or peril which is not insured against, or if insured against, the insurance proceeds shall not be sufficient to pay the cost of repair, restoration or reconstruction, then (unless the Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Article VI(F)(3) of this Declaration, elect not to repair, restore or reconstruct such Insured Property) such deficiency shall be provided either by means of Common Assessments or by means of an appropriation from the reserve maintenance fund, or such other fund as may be established for the purpose of providing for the restoration and replacement of the Common Elements or any combination of the foregoing methods, as the Board in its sole discretion may determine.

(3) In the event any damage or destruction renders seventy-five percent (75%) or more of the Units uninhabitable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to repair, restore or reconstruct the Insured Property at a meeting which shall be called within sixty (60) days after the occurrence of the casualty. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property, the net proceeds of the sale together with the net proceeds of insurance, if any, on the Common Elements, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged. Upon payment to a Unit Owner, all interest of the Unit Owner in the Condominium Property shall terminate, and the Unit Owner shall execute and deliver any and all documents or instruments as may be reasonably requested by the Association to evidence such termination. Moreover, in the event of any such sale of the Condominium Property, the members of the Board are hereby authorized to execute and deliver, on behalf of the Association and all of the Unit Owners, any instruments necessary or required to effect such sale or sales and each Unit Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

(4) Immediately after any damage or destruction to all or any part of the Condominium Property which is required to be covered by insurance carried by the Association in accordance with the provisions of Article VI(A) of this Declaration, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising

under such insurance and obtain reliable and detailed estimates of the cost of repair, restoration or reconstruction of the damaged or destroyed property. Such costs may include professional fees of attorneys, public insurance adjusters and others and premiums for bonds. Repair, restore or reconstruct, as used in this subsection (F)(4), means repairing, reconstructing or restoring the Insured Property to substantially the same condition to which it existed prior to such damage or destruction. Each Unit Owner upon acquisition of title to their Unit, shall be deemed to have delegated to the Board, or its agent, their right to adjust with insurance companies all losses under the casualty insurance required to be carried by the Association pursuant to Article VI(A) of this Declaration.

(5) Except as otherwise provided in Article VI(F)(3) of this Declaration, if all or any part of the Insured Property shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Drawings.

(6) With respect to all policies of insurance obtained by the Association and by the Unit Owners, the Association and each Unit Owner do hereby waive (to the extent permitted by such policy, but only to the extent of the proceeds payable in connection therewith) all rights of recovery and causes of action against each other, the Unit Owners, the members of the family of each Unit Owner and his tenants and any other Occupants of the Condominium Property, the Association, the Board, and any managing agent, for any loss which may result from any of the perils insured against under any such policies; and each such policy shall provide for a release by the insurance company issuing such policy of such of its rights of subrogation thereunder as shall be co-extensive with the foregoing waivers.

(7) The proceeds of insurance collected on account of a casualty, and the Assessments on account of such casualty and/or appropriations from any funds set aside for such purpose, shall constitute a construction fund which shall be disbursed by the Association in payment of the cost of repair, restoration or reconstruction, from time to time as the work progresses. The Association shall make such disbursements upon its receipt of certificates from the architect or general contractor selected by it to be in charge of the repair, restoration or reconstruction. Said certificates shall: (i) state that the sum requested is justly due to the contractors, subcontractors, materialmen, architects or other persons who rendered services or furnished materials in connection with the work; (ii) give a brief description of the services and materials for which such progress payment is requested; (iii) state that the sum requested does not exceed the value of the services and materials described in the certificate; (iv) state that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a mechanics', materialmen's or similar lien for such work upon the Common Elements or any Unit; and (v) state that the cost of the work remaining to be done subsequent to the date of said certificate, does not exceed the amount of the construction fund remaining with the Association after the payment of the sums so requested. If there is a balance in the construction fund after payment of all costs of repair, reconstruction or restoration, such

balance shall be distributed jointly to the Unit Owners and their respective mortgagees who are the beneficial owners of the funds.

(G) **Negligence of Unit Owner**. Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or Occupant of their Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. A Unit Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Unit or its appurtenances or of the Common Elements or Limited Common Elements.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units, Common Elements and Limited Common Elements shall be occupied and used as follows:

(A) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be used as a residence by the Unit Owner and his family, or guests of the Unit Owner and his family, except for such limited professional or commercial use as the Board, upon application of an Owner or Purchaser, from time to time may authorize as not being inconsistent with the residential character of the Condominium Property and not being in violation of any applicable zoning laws.

(B) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair their own Unit.

(C) Nothing shall be done or kept in the Common Elements which will materially increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Limited Common Elements or in the Common Elements.

(D) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building, except for seasonal decorations, and no awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, or exposed on, at or from any window, without the prior consent of the Board, except for temporary "For Sale" signs previously approved by the Board of Directors. Furthermore, no curtains, drapes, shades or blinds shall be displayed in or from any window or glass door of a building without the prior written consent of the Association unless the part thereof within view from the exterior of a building is white, near white or beige in color.

(E) Each Unit Owner shall be obligated to maintain and keep in good order and repair the Limited Common Elements appurtenant to his Unit.

(F) Unit Owners shall be permitted to plant, install, locate or maintain the following without the prior written consent of the Board, provided,

however, all such items are planted, installed and located within the rear Limited Common Elements of each Unit: vegetable gardens, concrete or brick patios, wooden decks, barbeque grills, lawn furniture, and bird houses or feeders.

(G) Except as permitted with the prior written consent of the Board of Directors, no home additions, storage building, gazebo or in-ground swimming pool shall be constructed within the Limited Common Elements; provided, however, that any such approved construction shall be situated within the Limited Common Elements located to the rear of a Unit.

(H) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, or in the Limited Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to Rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' notice from the Board, and provided further that any dog shall be on a leash at all times when such dog is outside a Unit.

(I) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, or Limited Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

(J) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the building in which the Unit is located or which would structurally change the building in which the Unit is located except as is otherwise provided herein.

(K) No clothes, sheets, blankets and/or other articles shall be hung out or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements and the Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(L) There shall be no baby carriages or playpens, bicycles, wagons, toys, or vehicles stored on any part of the Common Elements; and the balcony and patio areas, if any, must be used for their intended purposes. Swing sets, sliding boards and other playground equipment are not permitted within the Common Elements or the Limited Common Elements.

(M) No trucks (except two-axle trucks with no more than four tires), buses, boats, camper trailers, house trailers or other trailers shall be stored, kept or maintained in any driveway, roadway or on any other Common Element, Limited Common Element or in any shed (excepting authorized vehicles of the Board and its agent and contractors for construction or maintenance purposes, or other purposes that benefit the Condominium Property).

(N) Except as provided in Section (A) of this Article, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein, except as otherwise set forth in this Declaration. Nothing in this Declaration or the Bylaws shall be construed to prohibit, and the right is hereby reserved by the Association, to offer

garage service, Viacom or similar cable T.V. service and coin-operated washers and dryers or vending machines, or other "commercial" enterprises in the Common Elements, provided that such operation shall be primarily intended for the convenience and welfare of the Owners of the Condominium Property notwithstanding that the enterprise(s) may produce a profit.

(O) Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

(P) In accordance with Ohio Revised Code Section 5311.09(A)(2) and (3), each Unit Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and/or all Occupants' names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Unit Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

(Q) A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

(R) The individual Unit Owner is responsible for insuring, maintaining, repairing, and replacing any exterior construction, addition, expansion, alteration, or other improvement made to, or installed on, the Limited Common Elements or the Common Elements including but not limited to, any patio, deck, or other exterior areas adjacent to each Unit) by the Unit Owner or any prior Unit Owner of the Unit Owner's Unit (these improvements are referred to in this Section as "Improvements"). Improvements are subject to the following restrictions:

(1) Any Improvement modified, constructed, or installed prior to the recording of the Amendment recorded with the Licking County Recorder's Office on or about April 2, 2024, at Instrument No. 202604020005316 is exempt and permitted to remain on the Condominium Property, and is subject to all of the requirements in this Article VII(R).

(2) At no time will the Unit Owner seek any compensation or contribution from the Association for the cost of modifying, installing, constructing, maintaining, repairing, replacing or insuring any part of any addition, expansion, alteration, or improvement made to or installed on any Improvement.

(3) The modification, construction, or installation of any Improvement is prohibited without the Board's prior, written consent. The Board may adopt specifications and guidelines for the modification, construction, or installation of any Improvement as it determines

reasonably necessary to protect the Association. The Unit Owner must submit to the Board an architectural drawing which must be strictly followed in modifying, constructing or installing the Improvement. Once the drawing or plan is approved by the Board, no deviation from the approved modification, construction, or installation plan is permitted without the Board's additional written consent.

(4) No modification, construction, installation, maintenance, or major repair or replacement work will commence until the Unit Owner has obtained all of the necessary permits and approvals from the required governmental authorities.

(5) All modifications, construction, or installation maintenance, and repair work must be in accordance with all applicable zoning, building, and fire codes as well as in strict accordance with the manufacturer's specifications.

(6) Unless the Board agrees otherwise, any Improvement must be repaired, modified, constructed or installed by a professional, licensed, and insured contractor who will carry workers' compensation insurance and liability insurance. Proof of the insurance will be provided to the Association within 30 days of a written request from the Association. As between the Association and the Unit Owner, the Unit Owner is fully responsible and liable for any injuries and damages to any contractor the Unit Owner retains or for any injuries and damages caused by, related to, or arising from the work of any contractor the Unit Owner retains.

(7) The Unit Owner agrees to indemnify, hold harmless, and defend the Association, its Board, managing agent, and other Unit Owners, against all liabilities, claims, or damages for property damage or bodily injury as well as against all claims, actions, and liabilities that may arise out of or relate to the modification, construction, installation, use, maintenance, repair, or replacement of the Improvement.

(8) The Unit Owner is responsible for any damage to the Common Elements arising from the maintenance, repair, replacement, modification, construction or installation of an Improvement.

(9) The Association's liability, if any, for damage caused to the Improvement, in whole or in part, including, but not limited to, possible damage caused by its removal to effectuate the maintenance, repair, or replacement of the Common Elements, is limited to damage caused by the willful misconduct or reckless acts of the Association. In no event will the Association's liability for any damage exceed the actual cash value of the Improvement as it existed immediately prior to any damage being incurred.

(10) If any part of the Improvement needs, in whole or in part, to be temporarily removed to enable the Association to complete maintenance, repair, or replacement of the Condominium Property for which it is responsible, the Unit Owner will temporarily remove the required portion of the Improvement as the Association requires, at the Unit Owner's expense, within 30 days of the date of the Association's written notice, except in the case of an emergency when either the Association or the Unit Owner will immediately remove the Improvement, at Unit Owner's expense, as circumstances dictate. The

temporary removal will continue until the Association notifies the Unit Owner that the maintenance, repair, or replacement work is complete. Upon the receipt of the notice of completion of work, the Unit Owner may re-install the Improvement in its original location provided the re-installation fully complies with all terms and conditions of any warranty or guaranty held by the Association on or concerning the Common Elements or any component thereof and that it fully complies with Declaration Article VII(O), above and this Article VII(R), as amended, and any specifications and guidelines adopted in accordance therewith.

(11) In the event of any uncertainty or good faith dispute as to whether any part of the work proposed by the Unit Owner is an Improvement that the Unit Owner is responsible for, the decision of the Board will be final, provided that the decision must be consistently followed in the future.

(12) An easement to use, maintain, repair, and replace, in accordance with this Section, any Improvement existing as of the date of this Amendment is granted over the portion of the Condominium Property on which the Improvement is located as well as the portion of the Condominium Property reasonably necessary to access the Improvement. Upon receipt of the Board's written approval to construct or install an Improvement after the date of this Amendment, an easement is created and granted to the Unit Owner to use, maintain, repair, and replace, in accordance with this Section, the Improvement over the portion of the Condominium Property on which the Improvement is located as well as the portion of the Condominium Property reasonably necessary to access the Improvement.

ARTICLE VIII

SALE OF THE PROPERTY

The Unit Owners by affirmative vote of not less than seventy-five percent (75%) of the voting power, at a meeting of voting members duly called for such purpose, may elect to sell the Condominium Property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed a written objection thereto with the Board within thirty (30) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the fair market value of their Unit, as determined by a fair appraisal by an appraiser agreed to by such Unit Owner and the Board, less the amount of any first mortgage lien and other encumbrances and less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement by such Owner and the Board to select an appraiser within ten (10) days from the expiration of said thirty (30) day period, such Unit Owner and the Board within five (5) days thereafter, shall each select an appraiser and the two so selected shall select a third appraiser, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The appraisal expense shall be borne one-half (1/2) by the Unit Owner and one-half (1/2) by the Association. If the Condominium Property is sold, the proceeds of sale shall be received and held by the Association in trust for the benefit of the Unit Owners and their respective mortgagees as their respective interests may appear, and such

proceeds shall be disbursed as soon as possible to satisfy first mortgage liens, unpaid assessments and other liens and encumbrances, with the balance to be distributed to the Unit Owners.

ARTICLE IX

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

(A) **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 Bylaws, the Association shall have the right, in addition to the rights hereinafter set forth in this Article IX and those provided by law:

(1) to enter upon the portion of the Condominium Property 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 Bylaws or the Rules, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

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

(B) **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 a Unit Owner and continue to occupy, use or control their 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 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 them, and ordering that all the right, title and interest of the Unit Owner in the 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 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 Property sold subject to this Declaration.

(C) Enforcement Assessments. In accordance with Ohio Revised Code Section 5311.081(B)(12), the Board shall have the authority to impose interest and administrative late fees for the late payment of assessments; impose returned check charges; and, in accordance with the procedure outlined in Ohio Revised Code Section 5311.081(C)(1), impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the Rules of the Association, and reasonable charges for damage to the Common Elements.

The Board will impose the following enforcement procedure for levying enforcement assessments:

(1) Prior to imposing a charge for damages or an enforcement assessment, the Board will give the Unit Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Unit Owner in writing, that includes:

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

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

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

(d) A statement setting forth the procedures to request a hearing;

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

(2) Hearing Requirements:

(a) To request a hearing, the Unit Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.

(b) If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

(c) The Board will not levy a charge or assessment before holding a properly requested hearing.

(3) The Board may allow a reasonable time to cure a violation described above before imposing a charge or assessment.

(4) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Unit Owner.

(5) The Association will deliver any written notice required above to the Unit Owner or any Occupant of the Unit by personal delivery, by electronic mail, by certified mail, return receipt requested, or by regular mail.

(D) Cost of Enforcement. If any Unit Owner (either by his or her conduct or by the conduct of any Occupant or guest of his or her Unit) shall violate any provision of the Declaration, Bylaws or Rules and regulations adopted by the Board, said Unit Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorney fees and/or court costs. Said enforcement assessments, costs and expenses shall be charged as a special assessment against said Unit Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Unit Owner as further explained and set forth in Declaration Article V(D).

ARTICLE X

AMENDMENT OF DECLARATION

(A) In General. Except where otherwise provided in this Article X or in any of the other Articles of this Declaration or by the Act, the provisions of this Declaration may be amended by an instrument in writing setting forth specifically the item or items to be amended and/or any new matter to be added, which instrument shall have been duly authorized by the affirmative vote of those Unit Owners having at least seventy-five percent (75%) of the voting power of the Association. Said instrument shall be signed and acknowledged by any two (2) officers of the Association and must contain an affidavit of an officer of the Association that a copy of the amendment has been mailed or hand delivered to all Unit Owners and all first mortgagees of Units and that Unit Owners having at least seventy-five percent (75%) of the voting power of the Association affirmatively approved the amendment. An amendment hereunder must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and amendments hereto are recorded. No amendment by the Board or Unit Owner shall have any effect, however, upon the rights of bona fide mortgagees until the written consent of the mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association and the Secretary's certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various Units may be relied upon by all persons for all purposes. An amendment hereunder shall be effective upon recordation of the amendment in the Office of the County Recorder of Licking County, Ohio; provided, however, that no provision in the Declaration may be amended so as to conflict with the obligatory provisions of the Act.

In addition, the Board of Directors, without further vote of the Unit Owners, may amend this Declaration and the Bylaws to delete or modify provisions that are no longer substantively applicable to the community or the Association, such as elimination of provisions that applied to the original development of the Reddington Village Condominium, and references to the Declarant and the Declarant's control period. The authority provided in this paragraph also includes the authority to update or modify the terminology used throughout this Declaration and the Bylaws to ensure consistency with Ohio law. Any amendment made by the Board pursuant to this paragraph must be recorded with the Licking County Recorder's Office to be effective. No amendment made by the Board pursuant to this paragraph may substantively change, alter, delete, or in any way modify any rights,

responsibilities, or powers of the Association, the Board of Directors, or the Unit Owners.

(B) **Special Amendment**. The Board may amend the Declaration at any time in any manner necessary for any of the following purposes: (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 the Condominium Act; (d) to correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; and (e) to designate a successor to the person named to receive service of process for the Association. If the Association is incorporated in Ohio, this may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation, (g) to delete as void, any provision within the Declaration or Bylaws, or in any applicable restriction or covenant, that prohibits, limits the conveyance, encumbrance, rental, occupancy, or use of property subject to Revised Code Chapter 5311 on the basis of race, color, national origin, sex, religion, or familial status; or (h) to permit notices to Unit Owners, as required by the Declaration or Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, provided the Association has received the prior, written authorization from the Unit Owner.

ARTICLE XI

NO PARTITION

Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the Common Elements or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XII

CONDEMNATION

In the event that the entire Condominium Property is taken by eminent domain or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium shall terminate. The condemnation award shall be apportioned among the Unit Owners in accordance with their respective percentage interests in the Common Elements. The Association shall as soon as practicable determine the share of the condemnation award to which each Unit Owner is entitled and each such share shall be paid into separate accounts and disbursed as soon as practicable to the Unit Owners entitled to same. No Unit Owner, however, shall receive any portion of his share of such award until all liens and encumbrances on their Unit have been paid, released or discharged.

In the event that less than the entire Condominium Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium shall not terminate. Each Unit Owner shall be entitled to a share of the condemnation award to be determined in the following manner: as soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall

apportion the amounts so allocated among the Unit Owners, as follows: (A) the total amount allocated to taking of or injury to the Common Elements shall be apportioned among Unit Owners in proportion to their respective percentages of interest in the Common Elements; (B) the total amount allocated to severance damages shall be apportioned to those Units that were not taken or condemned; (C) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements a Unit Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (D) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Unit Owners and their respective first mortgagees.

In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, assessment ratio and other rights determined in accordance with this Declaration according to the same principles employed in this Declaration and its inception and shall submit such reallocation to the Owners of the remaining Units for amendment of this Declaration and the amended Declaration shall be filed as required by law.

Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article VI hereof (Insurance and Reconstruction).

ARTICLE XIII

RIGHTS OF FIRST MORTGAGEES

The following provisions inure to the benefit of each mortgagee holding a first mortgage encumbering a Unit:

(A) Default By Unit Owner. The holder of any first mortgage encumbering a Unit in respect of which the Unit Owner shall be in default for a period of sixty (60) days in the performance of his obligations under this Declaration, the Bylaws and/or the Rules shall be provided with notice of said default by the Association. Within sixty (60) days after receiving said notice from the Association, the holder of the mortgage encumbering said Unit may (but shall not be obligated to do so) cure said default. If, however, said default is not curable within said sixty (60) day period by reason of delay(s) beyond the reasonable control of said mortgagee, then, providing said mortgagee has commenced to cure said default within said sixty (60) day period and has continued thereafter with due diligence to complete the curing of said default, the time within which said mortgagee shall be permitted to cure said default shall be extended for a period co-extensive with said delay(s).

(B) Statement of Default. A first mortgagee, upon written request to the Board, shall be given a written statement by the Board of the number of Unit Owners who are more than one (1) month delinquent in the payment of monthly Assessments at the time said written request is received by the Board.

(C) Compliance With Mortgage Insurance Regulations. In general, and in order to facilitate the marketability of the Units, the Board shall comply, to the best of its ability, with requests by first mortgagees for information required by

regulations of the Federal Home Loan Bank Board, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association and Mortgage Guaranty Insurance Corporation (or other private mortgage insurance company), or required by any other secondary mortgage market lender, or by any governmental insurer or guarantor of the first mortgage of any Unit.

(D) **Notices of Meetings to Mortgagees**. Upon written request to the Association, each mortgagee shall have the right to receive notices of all meetings of the Association and to designate a representative to attend any such meeting.

(E) **Special Federal Home Loan Mortgage Corporation Provisions**.

(1) Unless two-thirds (2/3) of the first mortgagees or Unit Owners give their consent, the Association shall not (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any portion of the Condominium Property (the granting of easements for public utilities or for public purposes consistent with the intended use of the Condominium Property shall not be deemed a transfer); (b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit Owner; (c) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance or maintenance of a Unit and of the Common Elements; (d) fail to maintain fire and extended coverage insurance as required by this Declaration; or (e) use hazard insurance proceeds for any Common Element losses for other than repair, replacement or reconstruction of the Condominium Property.

(2) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Unit Owners or a larger percentage vote as otherwise required for any of the actions contained in this Article.

(3) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Elements and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy, for the Common Elements and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE XIV

SALE, LEASING OR OTHER ALIENATION OF UNITS

(A) **Unit Owner's Right of Transfer**. The Association shall have no right of first refusal with respect to the purchase of a Unit, and a Unit Owner shall be able to transfer his Unit freely by sale, gift, devise, or otherwise without restriction except as provided in Article XIV(B).

(B) **Restriction on Leasing Units**. No Unit Owner may lease their Unit.

In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923

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

ARTICLE XV

REMOVAL FROM CONDOMINIUM OWNERSHIP

The Unit Owners by unanimous vote may elect to remove the Condominium Property from the provisions of the Act. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be recorded in the office of the Recorder of Licking County, Ohio. Such certificate shall certify under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or part of the Common Elements have been paid, released or discharged. Such certificate shall also be signed by the Unit Owners, each of whom shall certify under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

(A) **Record of Mortgagees of Units**. Any Unit Owner who mortgages his Ownership Interest shall notify the Association in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a record entitled "Mortgagees of Units".

(B) **Rights of Mortgagees of Units to Receive Notices**. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner or Unit Owners whose Unit ownership is subject to such mortgage or trust deed.

(C) **Notices to Association**. Notices required to be given to the Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail to such member or officer at his Unit.

(D) **Notices and Use of New Technology**. All notices required or permitted by the Declaration and under the Bylaws, to the Association or the Board of Directors, must be in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board or the Association at the Property's address or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner must be sent by one of the following methods: 1) hand-delivered, or 2) sent by regular U.S. mail, first-class postage prepaid to such Unit Owner's Unit address, or 3) to such other address as may be designated by the Unit Owner, in writing, to the Board of Directors, or 4) by electronic mail or other use of technology pursuant to the provisions below. Any notice required or permitted to be given to any Unit Occupant other than the Unit Owner will effectively be given

if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the Unit address.

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (1) any notice required to be sent or received by the Declaration or Bylaws; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Unit Owners, individually or collectively, to or from any Unit Owner who has given the Association written consent to such use of electronic email or other electronic transmission, and/or for the Association to properly and effectively receive any Unit Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

(1) An electronic email or other electronic transmission to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the person responsible for sending the transmission. If the electronic email or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Unit Owner in writing by regular U.S. mail, by hand delivery, or by leaving the notice under or attached to the front door of the Unit Owner's Unit.

(2) Any Unit Owner who has not given the Association written consent to such use of electronic email or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery or regular mail to such Unit Owner's Unit or the last known address of the Unit Owner.

(E) **Title to Units Subject to Declaration**. Each Unit Owner, by the acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration and in the documents referred to in this Declaration, and all rights, benefits and privileges of every nature hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Condominium Property, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

(F) **Non-Waiver**. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(G) **Saving Clause**. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

(H) Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common-law Rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States of America, and Richard Bruce Cheney, Vice President of the United States of America.

(I) Headings. The heading of each Article and of each such paragraph in this Declaration and in the Bylaws is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration or the Bylaws nor in any way affects this Declaration or the Bylaws.

(J) Gender. The use of the masculine gender herein or in the Bylaws shall be deemed to include the feminine and the neuter genders, as the case may be, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

(K) Liberal Interpretation. The provisions of this Declaration shall be liberally interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a first-class Condominium Development.

Exhibit 1
Legal Description

The Legal Description for the Reddington Village Condominium Property consists of the legal description attached to the Original Declaration along with the legal descriptions attached as an Exhibit to each expansion amendment. All of the legal descriptions, which are recorded as included in the list below, are incorporated into and made part of this Exhibit 1 by reference only:

1. Exhibit 1 of the Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about October 11, 2004, at Licking County Records, Instrument No. 200410110036734.

2. Exhibit A of the First Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about January 13, 2005, at Licking County Records, Instrument No. 200501130001417.

3. Exhibit A of the Second Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about April 21, 2005, at Licking County Records, Instrument No. 200504210011791.

4. Exhibit A of the Third Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about July 27, 2005, at Licking County Records, Instrument No. 200507270022721.

5. Exhibit A of the Fourth Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about October 6, 2005, at Licking County Records, Instrument No. 2005100600316653.

6. Exhibit A of the Fifth Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about January 11, 2006, at Licking County Records, Instrument No. 200601110001162.

7. Exhibit A of the Sixth Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about June 13, 2006, at Licking County Records, Instrument No. 200606130017023.

8. Exhibit A of the Seventh Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about August 28, 2006, at Licking County Records, Instrument No. 200608280025027.

9. Exhibit A of the Eighth Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about June 19, 2007, at Licking County Records, Instrument No. 200706190015696.

10. Exhibit A of the Ninth Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about January 3, 2008, at Licking County Records, Instrument No. 200801030000147.

Exhibit 2
Additional Property

The Additional Property for the Reddington Village Condominium Property consists of the legal description attached to the Original Declaration as Exhibit 2 of the Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about October 11, 2004, at Licking County Records, Instrument No. 200410110036734. The legal description for Additional Property is incorporated into and made part of this Exhibit 2 by reference only.

Exhibit A
Drawings

The Drawings as filed in the Licking County Records are listed below. The Drawings are incorporated into and made part of this Exhibit A by reference only:

1. Exhibit A of the Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about October 11, 2004, at Licking County Records, Instrument No. 200410110036734.

2. Exhibit B of the First Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about January 13, 2005, at Licking County Records, Instrument No. 200501130001417.

3. Exhibit B of the Second Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about April 21, 2005, at Licking County Records, Instrument No. 200504210011791.

4. Exhibit B of the Third Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about July 27, 2005, at Licking County Records, Instrument No. 200507270022721.

5. Exhibit B of the Fourth Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about October 6, 2005, at Licking County Records, Instrument No. 2005100600316653.

6. Exhibit B of the Fifth Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about January 11, 2006, at Licking County Records, Instrument No. 200601110001162.

7. Exhibit B of the Sixth Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about June 13, 2006, at Licking County Records, Instrument No. 200606130017023.

8. Exhibit B of the Seventh Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about August 28, 2006, at Licking County Records, Instrument No. 200608280025027.

9. Exhibit B of the Eighth Amendment to Declaration of Condominium Ownership for Reddington Village Condominium recorded on or about June 19, 2007, at Licking County Records, Instrument No. 200706190015696.

Exhibit B
Narrative Description of Units

Villa: The Villa Style Unit contains a kitchen, living/dining room, 2 baths, 2 bedroom or a bedroom and a den, a utility room, and a 2 car garage. The square footage of the Villa is approximately 1230 square feet.

Chateau: The Chateau Style Unit contains a kitchen, living/dining room, 2 baths, 3 bedrooms or 2 bedrooms and a den, a utility room, and a 2 car garage. The square footage of the Chateau is approximately 1810 square feet.

Abbey: The Abbey Style Unit contains a kitchen, living/dining room, 2 baths, 2 bedrooms, a veranda, and a 2 car garage. The square footage of the Abbey is approximately 1530 square feet.

Canterbury: The Canterbury Style Unit contains a kitchen, living/dining room, 2 baths, 3 bedrooms or 2 bedrooms and a den, and a 2 car garage. The square footage of the Canterbury is approximately 1670 square feet.