

DECLARATION  
OF  
412 LIBERTY HILL CONDOMINIUM

  
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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

412 LIBERTY HILL CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that whereas LIBERTY HILL DEVELOPMENT, INC., an Ohio Corporation (hereinafter referred to as "Developer"), is the owner in fee simple of the real property more particularly described in Exhibit "A"; and

WHEREAS, it is the desire of the Developer to submit said property, together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, the Developer is further desirous of establishing for the mutual benefit of all future owners, mortgagees, or occupants of the condominium property or any part thereof, certain easements and rights, in, over, and upon such condominium property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS, the Developer desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth in this Declaration and in the By-Laws of 412 Liberty Hill Condominium Unit Owner's Association attached hereto as Exhibit "B", and made a part hereof, all of which are declared to be in furtherance of a plan to promote, enhance, and perfect the value, desirability and attractiveness of the property and provide for its proper administration;

NOW, THEREFORE, the Developer hereby makes the following Declaration as to the covenants, restrictions, conditions and uses to which the condominium property may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding upon the Developer and all subsequent owners of all or any part of the condominium property, together with their respective grantees, heirs, executors, administrators, devisees, successors or assigns.

ARTICLE I

DEFINITIONS

General: The terms defined in this Section shall have the meanings specified, except as herein otherwise expressly provided.

1. Assessment: That portion of the common expenses to be paid by each unit owner and all other expenses chargeable to a unit owner.

2. Association: The 412 Liberty Hill Condominium Unit Owner's Association, being an Ohio corporation not for profit, which is specifically established pursuant to Section 5311.01(j) of the Ohio Revised Code to operate the condominium property.

3. Board of Managers: Those individuals elected and charged with the responsibility of administration of the Association.

4. By-Laws: The rules and regulations governing the Association, attached hereto as Exhibit "B" and made a part hereof.

5. Common Areas and Facilities: Means and includes, unless otherwise provided in the Declaration all parts of the condominium property not within the boundaries of a unit, including, but not limited to the following:

a. the land described in the Declaration;

b. All other areas, facilities, places, and structures which are not part of a unit, including, but not limited to:

(1) The foundations, columns, girders, beams, supports, supporting walls, roof, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building or buildings;

(2) The basement, yards, gardens, parking areas, garages, and storage spaces;

(3) Installation of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incineration;

(4) The elevators, tanks, pumps, motors, fans, compressors, ducts, and in general, all apparatus and installations existing for the common use;

(5) Such community and commercial facilities as may be provided for in the Declaration;

(6) All other parts of the condominium property necessary or convenient to its existence, maintenance, and safety, for normal and common use, or which have been designated as common areas or facilities in the Declaration or drawings.

6. Common Expenses: Those expenses designated as such in Chapter 5311 of the Ohio Revised Code and in or in accordance with the provisions of the Declaration.

7. Common Profits: For any period of time means the amount by which the total income, rents, profits, receipts and revenues from the common areas and facilities exceed the common expenses for said period.

8. Common Loss: For any period of time means the amount by which the common expenses exceed the total income, rents, profits, receipts and revenues from the common areas and facilities for said period.

9. Condominium Property: Means and includes the land, together with all buildings, improvements, and structures thereon, all easements, rights and appurtenances belonging thereto, and articles of personal property existing for the common use of unit owners.

10. Declaration: Means this instrument by which the real property is submitted to the provisions of Chapter 5311 of the Ohio Revised Code and any exhibits, supplements or amendments thereto.

11. Drawings: Prepared in accordance with Section 5311.07 of the Ohio Revised Code, and which are designated to show graphically all the particulars of the building or buildings, including, but not limited to the layout, location, designation and dimensions of each Unit as well as Common Areas and Facilities and Limited Common Areas and Facilities. The plans and drawings are filed with the Hamilton County Auditor and Recorder and were prepared and certified by: Hefley/Stevens, Inc., Registered Architects and Terry Hughes, P.E. Registered Surveyor.

12. Limited Common Areas and Facilities: Means and includes those common areas and facilities designated on the drawings reserved for use of a certain unit or units to the exclusion of the other units, including the installation of any central services serving only a certain unit or limited number of units, such as power, light, heat, gas, hot and cold water, refrigeration, air conditioning and incineration. All porches, balconies, patios, stairways, lobbies, corridors, utility rooms, separate and designated garages and/or parking areas, any storage space assigned to and associated with each unit, if any, shall be a part of the limited common areas, and not a part of any individual unit.

13. Occupant: Any person or persons, natural or artificial, in possession of a unit.

14. Unit: Means a single freehold estate and a part of the condominium property consisting of one or more rooms on one or more floors of a building or buildings and designated as a Unit in the Declaration and delineated on the Drawings. Unless otherwise provided in the Declaration or Drawings, a Unit shall consist of all space bounded by the undecorated interior surfaces of the interior walls, floors and ceilings of such unit; including, without limitation, any finishing material applied to the interior surfaces of perimeter walls, ceilings and floors such as paint, lacquer, varnish, wallpaper, paneling, tile, carpet, as well as all appliances such as ranges, dishwashers, refrigerators, garbage disposals, trash compactors, water heaters, air conditioners, heating systems and control devices. Any drains, sinks, plumbing, electrical fixtures, or utility lines which do not serve any other unit and any other parts of the building within the boundaries of the unit are considered part of that unit.

15. Unit Owner: Any person or persons, natural or artificial owning the fee simple estate in a unit.

## ARTICLE II

### NAME

The condominium property subject to this Declaration shall be known as "412 Liberty Hill Condominium."

## ARTICLE III

### THE PURPOSE OF AND RESTRICTIONS ON USE AND OCCUPANCY OF CONDOMINIUM PROPERTY

1. Purpose: The 412 Liberty Hill Condominium was built for the primary purpose of providing residential units for the owners of seventeen (17) units situated therein. A unit owner may use a portion of his unit for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and provided further that such activities do not involve the personal services of any unit owner or occupant to a customer, or other person or client who comes to the condominium property and provided further that in no event shall any part of the property be used as a school or music studio.

2. Restrictions: a. Obstruction of Common Areas and Facilities: There shall be no obstruction of, nor shall anything be stored in the common

areas and facilities without the prior written consent of the Association except as hereinafter expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit.

b. Hazardous Uses and Waste: Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance of the building or contents thereof without the prior written consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which would result in the cancellation of insurance on the building or contents thereof or any part of the common areas and facilities, or which would be in violation of any law. No waste shall be committed in the common area and facilities.

c. Exterior Surfaces of Buildings: Unit owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows other than drapes, curtains or blinds or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any building or any part thereof, without the prior consent of the Association, other than those originally provided by the Developer.

d. Animals and Pets: No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas and facilities or limited common areas, except that dogs, cats, or other domestic household pets may be kept in units, subject to rules and regulations adopted by the Association, 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 subject to these restrictions upon three (3) days written notice from the Board of Managers of the Association.

e. Nuisances: No noxious or offensive activity shall be carried on in any unit or in the common areas or limited common areas and facilities; nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any other unit owners or occupants.

f. Impairment of Structural Integrity of Building: Nothing shall be done in any unit or in, on or to the common areas and facilities or limited common areas and facilities, which would impair the structural integrity



of the building or would structurally change any building.

g. Laundry or Rubbish in Common Areas and Facilities: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities or limited common areas and facilities. The common areas and facilities and limited common areas and facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

h. Lounging or Storage in Common Areas and Facilities: There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common areas and facilities or limited common areas and facilities except in accordance with rules and regulations adopted by the Association.

i. Prohibited Activities: Except as otherwise provided in this Declaration, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration, or otherwise shall be conducted, maintained or permitted on any part of the condominium property, nor shall any "For Sale" or "For Rent" signs or any other window displays or advertisement be maintained or permitted on any part of the condominium property. The right is reserved by the Developer, or his agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit. In addition, the right is hereby given the Association or its representatives to place "For Sale" or "For Rent" signs on any unit or on the condominium property, for the purpose of facilitating the disposal of units by any unit owner, mortgagee or the Association.

j. Alteration of Common Areas and Facilities: Nothing shall be altered or constructed in or removed from the common areas and facilities or limited common areas and facilities except as otherwise provided in this Declaration and except upon the written consent of the Association.

k. Rental of Units: The respective units shall not be rented by the owners or occupants thereof for transient or hotel purposes, which shall be defined as: (a) Rental for any period less than thirty (30) days; or (b) Any rental if the occupants of the units are provided customary hotel services, such as room services for food and beverage, maid service, furnishing of laundry and linen and bell boy service. Other than the foregoing

obligations, the owners of the respective units shall have the absolute right to lease the same provided that said lease is made subject to the covenants and restrictions in this Declaration and By-Laws of the Association, and further shall have the approval of Board of Managers of the Association.

1. Nondiscrimination: No owner, including the Developer, or any employee, agent, or representative thereof, shall discriminate upon the basis of sex, race, color, creed, marital status or national origin, in the sale, lease, or rental of any unit nor in the use of the common areas and facilities or limited common areas and facilities.

m. Parking: No parking spaces other than those specifically designated for parking in this Declaration, or the drawings attached hereto, shall be used for parking of any vehicle. No parking of any truck (except pick-up trucks) boat, camper, trailer, recreational vehicle, or any other commercial or inoperable vehicle shall be allowed on any portion of the condominium property except as authorized by the Association.

#### ARTICLE IV

##### GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY

1. General: The condominium property consists of the property described in Exhibit "A" and all buildings or other improvements located thereon, including, without limitation, Seventeen (17) units, carports, balconies, patios, all easements, rights and appurtenances belonging thereto and all articles of personal property existing thereon for the common use of unit owners.

2. Description of Building: The building has 4 stories and a full basement; is done in victorian architecture and is graphically represented in the Drawings. Principal materials of construction include brick, stone, glass, wood and steel.

3. Description of Units: The units are defined in Article 1, Paragraph 14, hereof and layouts, designations and locations are shown graphically in the Drawings. Access to all of the units is gained at ground level. The units are further identified in the chart that follows.

4. Description of Common Areas and Facilities: The entire balance of the Condominium property and improvements thereon other than a unit, including but not limited to all buildings, foundations, roofs, main

and supporting walls, storage spaces, elevators, community and commercial facilities, pumps, trees, lawns, gardens, pavements and sidewalks, exterior balconies, if any, wires, conduits, utility lines and ducts now or hereafter situated on the condominium property, are hereby declared and established as the common areas and facilities and as further defined in Article 1, Paragraph 5 hereof. Specifically, all electric fixtures, utility pipes, and lines, faucets, shower heads, plugs, connections or fixtures as defined by the laws of the State of Ohio and all replacements thereof shall be a part of the common areas and facilities. Unless otherwise provided by the Association; however, the care, maintenance, repair and replacement of the wall or any portion of such elements or fixtures located within or serving a unit shall be the responsibility of the owner of such unit.

5. Description of Limited Common Area: Included in the common areas and facilities, but restricted to the use of the owners of the unit to which such areas and facilities are appurtenant and to the use of the heirs and assigns of such owners are all fixtures located in whole or in part within the boundaries of the individual unit and intended for the service of such units, including but not limited to balconies, if any, patios and decks designated or intended solely for the use of one or more of such units to the exclusion of the others, and garages or parking spaces as designated on the drawings in Exhibit "C".

6. Ownership and Use of Common Areas and Facilities: Each Unit owner shall own an undivided interest in the common areas and facilities as a tenant in common with all other such Unit Owners, and, except as otherwise limited in this Declaration and in the By-Laws attached hereto, shall have the right to use the common areas and facilities for all purposes incident to the use and occupancy of this unit as a place of residence and such other incident uses permitted by this Declaration and the By-Laws, including the nonexclusive easement, together with other unit owners to the use and enjoyment of the common areas and facilities and for ingress and egress to and from the respective units, which rights shall be appurtenant to and shall run with his unit. The extent of such ownership in the common areas and facilities is hereby deemed and expressed by the percentage amount hereinafter set forth;

such percentage amount shall remain constant, and shall not be changed except by an amendment to this Declaration unanimously approved by all unit owners. The percentage of ownership of the common areas and facilities attributable to the ownership interest in each family unit, together with the percentage of interest in the Association for voting purposes and for the division of common profits and expenses, if any, other than insurance expenses as hereinafter described in this Declaration, shall be as follows:

UNIT NO.	SALE PRICE	PERCENTAGE OF INTEREST IN COMMON AREAS AND FACILITIES	APPROPRIATE SQUARE FOOTAGE	ACCESS TO BALCONY OR PATIO	NUMBER OF ROOMS
1A	\$ 58,000		1443	yes	6
1B	34,000		700	yes	4
1C	57,000		1364	yes	7
1D	34,000		700	yes	4
2A	60,000		1443	yes	6
2B	44,000		964	yes	5
2C	59,000		1364	yes	7
2D	45,000		964	yes	5
3A	63,000		1443	yes	6
3B	46,000		964	yes	5
3C	61,000		1364	yes	7
3D	48,000		964	yes	5
4A	67,000		1142	yes	4
4B	65,000		1015	yes	6
4C	67,000		1322	yes	5
4D	70,000	75,000	1560	yes	8
4E	75,000	70,000	1400	yes	6

TOTALS

7. Use of Limited Common Areas and Facilities: Each unit owner is hereby granted an exclusive and irrevocable license to use and occupy those limited common areas and facilities which serve only his unit; provided that the use thereof is in accordance with the terms and provisions of all the condominium documents.

8. Partition: There shall be no partition of the common areas and facilities through judicial proceedings or otherwise until this Declaration is terminated and the condominium property is withdrawn from its terms or 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, provided that the entire unit is sold or transferred as an entirety and there shall be no physical partition of a unit.

## ARTICLE V

### ASSOCIATION

1. Membership: The Developer shall cause to be formed an Ohio corporation, not for profit, to be called 412 Liberty Hill Condominium Unit Owner's Association (hereinafter referred to as the "Association") established for the purpose of administration of the condominium property, a copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "D". 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 disposition by such member of his unit ownership, at which time the new owner of such unit shall automatically become a member of the Association.

3. Board of Managers and Officers: The Board of Managers and the Officers of the Association, elected as provided in the By-Laws of the Association shall exercise the powers, discharge the duties, and be vested with the rights confirmed by operation of the law by the By-Laws and by this Declaration upon the Association, except as otherwise specifically provided. Until such time as a meeting of the Association has been held at which successor members of the Board of Managers are elected, Developer may designate or appoint all members of the Board and such Board shall exercise all the powers, duties, rights and functions of the Board. The first such meeting at which members of the Board are elected shall be held at such place designated by Developer, not later than six (6) months following the closing of the sale by Developer or its successors or assigns of fourteen (14) units within the condominium property, and in no event later than two (2) years from the date of filing for record of this Declaration.

4. Administration of Condominium Property: The Administration of the Condominium property shall be in accordance with the provisions of this Declaration and the By-Laws of the Association. Each Unit Owner or occupant of a unit shall comply with the provisions of the Declaration, By-Laws, decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such

provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.

5. Service of Process: The person upon whom service of process shall be made for the Association is Philip R. Adelman, 1208 Sycamore Street, Cincinnati, Ohio, 45210.

#### ARTICLE VI

##### MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

1. General: Except as otherwise provided herein, management, repair, replacement, alteration and improvement of the common areas and facilities shall be the responsibility and expense of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agency, such delegation may be evidenced by one or more management contracts, no one of which may exceed ten (10) years in duration. Developer shall designate the first managing agent for a period of five (5) years, a copy of said initial management contract is attached hereto as Exhibit "C". Each owner agrees to maintain, repair and replace at his own expense, all portions of the common areas and facilities which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself or any other member of his household, or by the willful or uninsured negligent act or neglect of any occupant, invitee, licensee, or guest of such owner or member of his household.

2. Maintenance of Units: a. By the Association: The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each unit which contribute to the support of the building, excluding however, interior walls, ceiling, and floor surfaces. In addition, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of the utility services which may be located within the family unit boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under any other provision of this Declaration.

b. By the Unit Owner: The responsibility of each Unit Owner shall be as follows:

(1) To maintain, repair and replace at his expense all

portions of his unit, and all internal installations of such unit such as appliances, heating, plumbing, electrical, air conditioning fixtures or installations, and any portion of any other utility service facility located within the unit boundaries or serving the unit, regardless of where the facilities are located.

(2) To maintain and repair all windows, doors, vestibule and entry ways of his unit, and ~~fixtures therein, which are appurtenances to his unit as well as~~ the limited common areas which serve his unit. The foregoing includes, without limitation a responsibility for all breakage, damage, malfunction and ordinary wear and tear of such appurtenances.

(3) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building.

(4) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the unit, unless the prior written consent of the Association is obtained.

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

(6) Not to make any alterations in the portions of the unit or the buildings which are not 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 building without first obtaining the prior written consent of the Board of Directors of the Association, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of the owner or owners for whose benefit such easement exist.

(7) Notwithstanding anything to the contrary contained herein, the Association shall have the right to maintain, replace, repair or decorate any limited common area or any part thereof, whether due to the failure of a unit owner to maintain, replace, repair or decorate or due to a desire of the Association, and the Association shall have the right to charge the particular unit owner with the expenses thereof. Such expense shall be in addition to the common expense and shall be subject to the lien provisions of this Declaration.

3. Construction Defects: The obligation of the Association or the Unit Owners to repair, maintain and replace the portion 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 of the condominium property. The undertaking of maintenance, repair or replacement by the Association or Unit Owner shall not constitute a waiver of any rights against any warranties, but such rights shall be specifically reserved.

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

#### ARTICLE VI

##### EASEMENTS

1. General: The condominium property is hereby made subject to the following easements, which easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of, and be binding on the undersigned, their heirs, devisees, administrators, executors, personal representatives, successors and assigns, and any owner, purchaser, mortgagee and any other person having an interest in said condominium property or any part or portion thereof.

2. Encroachments: In the event that, by reason of the repair, restoration, construction, settlement or shifting of the buildings, or by reason of the partial or total destruction and partial or total rebuilding of the building, any part of the common area and facilities presently encroaches or shall hereinafter encroach upon any part of a unit, or any part of a unit presently encroaches or shall hereafter encroach upon any part of the common areas and facilities or other unit, or if by reason of the design or construction of any unit it shall be necessary or advantageous to an owner to use or



occupy, for formal uses and purposes any portion of the common areas and facilities, consisting of unoccupied space within the building and adjoining his unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one unit presently encroaches or shall hereafter encroach upon any part of any unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of each unit in the common areas and facilities, as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the common areas and facilities if such encroachment occurred due to the willful conduct of said owner.

3. Maintenance Easements: The owner of each unit shall be subject to easements for access arising from necessity of maintenance or operation of the condominium property. The owner of each unit shall have the permanent right and easement to and through the common areas and facilities and walls to the use of water, sewer, gas, power, television antenna, and any other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of his unit.

4. Easements for Certain Utilities: The Association may hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the common areas and facilities; and each unit owner hereby grants to the Association an irrevocable power of attorney coupled with an interest, to execute, acknowledge and record, for and in the name of such unit owner, such instruments as may be necessary to effectuate the foregoing.

5. Easements Through Walls Within Units: Easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the units, whether or not such walls lie in whole or in part within the unit boundaries.

6. Reference To Easements and Deeds: Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of

obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such document.

#### ARTICLE VII

##### COMMON EXPENSES, ASSESSMENTS AND LIEN OF THE ASSOCIATION

1. Division of Common Expenses and Profits: The common profits of the condominium property shall be distributed among and the common expenses shall be assessed against the unit owners by the Association according to the percentage of interest in the common areas and facilities of their respective units. Every unit owner shall pay his proportionate share of assessments for common expenses and any special assessments levied against him, and no unit owner shall except himself from liability for such assessments by waiver of the use or enjoyment of the common areas and facilities or by the abandonment of his unit.

2. Assessments: Assessments levied by the Association shall generally be used to insure that property values are maintained and enhanced and to promote the health, safety, recreation and welfare of the unit owners, by providing for the maintenance, repair and insurance of the common areas and facilities, and insurance of the units, together with the payment of common expenses. All payments shall be made in the manner provided herein and in the By-Laws. The Developer, for each unit owned within the condominium property, and each unit owner by acceptance of any right, title, and interest to a unit, (whether or not expressly stated in the instrument of conveyance, will, title or interest) hereby covenant and agree to pay to the Association as a common expense:

a. Monthly Assessments or charges as are levied from time to time by the Association, including, but not limited to insurance premiums, maintenance, repair, and contract services. (The initial monthly assessment for each unit is set forth in the chart on Page 9 of this Declaration.)

b. Special assessments other than monthly assessments for capital improvements, the cost of any construction or reconstruction, rehabilitation, or restoration, unexpected repair or replacement, including the necessary fixtures and personal property relating thereto and the establishment of a

reserve in connection therewith, which reserve shall not be considered a part of the "common profits"; and

c. Special individual unit assessments or charges which are attributed to individual unit owners by the Association.

3. Lien of Association: The Association shall have a lien upon the estate or interest in any unit of an owner and its respective percentage of interest in the common areas and facilities for the payment of all assessments levied by the Association, interest thereon, expenses, late charges, and reasonable attorney fees involved in the collection thereof, which remains unpaid. Such a lien shall arise and run from the time a certificate of lien is filed as hereinafter provided. Said lien shall take priority over any other lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been theretofore filed for record.

When an assessment remains unpaid for ten (10) days after the same has become due and payable, a certificate of lien therefore, subscribed by the President of the Association shall be filed with the Recorder of Hamilton County, Ohio, pursuant to authorization given by the Board of Directors of the Association. Such certificate shall contain a description of the unit against which the lien exists; the name or names of the record owner or owners thereof, and the amount of the unpaid assessment. No certificate of lien shall be filed until an executed copy thereof has been served on the unit owner at the unit or by personal delivery to the unit owner.

The lien provided for in this Section shall remain valid for a period of five (5) years from the time of filing thereof as provided in Ohio Revised Code 5311.18 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 such lien as hereinafter provided. In addition, such assessments, interest thereon, late charges, expenses and reasonable attorney fees involved in the collection thereof, shall be the personal obligation of the person or persons who were the owners of the unit when the assessments became due and payable. That personal obligation for any such unpaid items shall pass to the successors in title and those successors in right, title and interest (whether or not it was expressly stated in the instruments of conveyance,

will, title, or interest) who are deemed to assume the obligation to pay those unpaid items; however, these provisions do not relieve the unit owner originally indebted for the payment of these items from liability for such payments. Furthermore, these provisions do not apply to successors in title who hold title merely as security for performance of an obligation and shall not apply to mortgagees, their successors and assigns, who take title in lieu of foreclosure or through judicial or foreclosures sales, as to these assessments levied against the unit prior to the acquisition of an ownership interest in such unit.

4. Dispute as to Assessments: Any owner who believes that the assessment chargeable to his unit, for which a certificate of lien has been filed by the Association, has been improperly charged against his unit, may request a hearing with the Board of Managers of the Association to present evidence of payment or reasons why the assessments are improperly charged against his unit, which hearing must be requested and conducted by the unit owner within three days of the receipt of the copy of the certificate of lien. The unit owner may also bring an action in the Court of Common Pleas of Hamilton County for the discharge of all or any part of such lien.

5. Date of Commencement of Assessments: The full monthly assessments provided for herein shall commence as to all units included in this condominium on the first day of the first month following the transfer of title to a unit other than the Developer.

6. Notice of Amount of Assessments: Written notice of the amount of any monthly assessment, special assessment for capital improvements and special individual unit assessments shall be mailed by the Association to any owner who requests such information. The Association shall furnish, upon demand and for a reasonable charge, a certificate signed by an officer of the Association setting forth the amount of unpaid assessments on any unit, but only to those persons or organizations who have a bona fide interest in the matter of such assessments.

7. Exempt Property: a. All properties, if any, dedicated to and accepted by a local public authority or granted to and used by a utility company, shall be exempt from the assessments created herein.

b. In order that those units which are owned and not conveyed

by the Developer may, with reasonable promptness, receive the benefits of maintenance by the Association and also be subject to assessments therefor, and so as to not discourage the Developer from voting such assessment at such times as the Developer may still own a substantial number of units, and the assessments for which units would impose a burden on the Developer, without the Developer requiring, desiring or receiving full benefits of the Association, it is therefore expressly provided that each of the units not conveyed by Developer, its successors or assigns, or occupied under its auspices, shall be exempted from the assessments, charges, liens created herein for any amounts in excess of fifty (50%) percent of said assessments until said units are occupied or conveyed. A conveyance by Developer to a corporation or other entity owning all interests in Developer, or an affiliate of such corporation, shall not be considered to be a conveyance as that term is construed by this section.

#### ARTICLE VIII

##### ARCHITECTURAL CONTROL/ARBITRATION

No building, fence, wall, or other structure shall be erected or maintained upon the property, except any original construction nor shall any change or addition or alteration be made to the exterior of any buildings without the majority consent of the unit owners. In the event any dispute arises between or among owners of condominium units involving or concerning rights to use or enjoy any portion of the property, concerning damage to any portion of the property or concerning the interpretation or application of any language of the Declaration or By-laws or Articles of Incorporation of the Association, unit owners shall each select an arbitrator of their choice and those arbitrators are to choose a third arbitrator to review the matter in dispute and make a decision accordingly. Such arbitrators shall have the right to establish such procedural rules as they find appropriate and they may gather facts and additional information from any other sources to assist them in arriving at a decision. By the acceptance of any right, title or interest or to the unit, each owner agrees to abide by the arbitration procedure herein established and waives his right to contest a decision of the arbitrators in court.

#### ARTICLE IX

##### INSURANCE

1. Hazard Insurance: The Association, as a common expense shall

obtain for the benefit of all owners, insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the condominium property against loss or damage by fire, and such other perils as are at this time comprehended within the term "standard extended coverage endorsement", in an amount not less than eighty (80%) percent of the full, marketable replacement value thereof, and coverage for vandalism, malicious mischief and windstorm. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as Trustee, for each of the unit owners in accordance with the percentage ownership in the common areas and facilities. Such policies shall be subject to such deductible amounts as determined by the Developer or Association. Such policy shall provide for built in or installed fixtures and equipment in an amount not less than eighty (80%) percent of the replacement value thereof.

Such insurance by the association shall be without prejudice to the right of the owner of a unit to obtain individual contents or chattel property insurance, but no unit owner may at any time purchase individual policies of insurance on his unit or interest in the common areas and facilities as real property, unless the Association shall be a named insured in such policy and be advised of the same.

Such policy of insurance may contain an endorsement recognizing the interest of any mortgagee or any mortgagees of any family units, and shall further provide for not less than thirty (30) days written notice to each mortgagee prior to cancellation, termination or expiration of the insurance coverage.

Such policy shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any unit owner, members of the family, if tenants, or other occupant of the condominium property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such policy.

2. In the event the improvements forming the condominium property or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage payable by reason thereof shall be sufficient to

pay the cost of repair or restoration or reconstruction, then such repair, restoration or construction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor; provided, however, that in the event the unit owners shall elect to sell the condominium property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

3. Insufficient Insurance: In the event the improvements forming a part of the condominium property, or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost or 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 the terms of this Declaration, elect to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the unit so damaged or destroyed shall be undertaken by the Association at the expense of the owners of the units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of each such unit, together with its limited common areas and facilities so damaged or destroyed bears to the total cost or repair, restoration or reconstruction for all such units and limited common areas and facilities and such repair, reconstruction or restoration of all or part of the Common areas and facilities shall be undertaken by the Association at the expense of all the owners of units in the same proportions in which they shall own the Common Areas and Facilities. Should any unit owner fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such unit owner and such assessment shall be the same force and effect, and, if not paid, may enforced in the same manner as hereinbefore provided for the nonpayment of assessments.

To determine the share of each unit owner of the cost and excess of the available insurance proceeds, the following principles shall govern:

The cost of repair, restoration or reconstruction of all uninsured

and underinsured (to the extent of such underinsurance) damage or destruction to units and limited common areas and facilities appertaining thereto shall be borne by the unit owner.

The cost of repair, restoration or reconstruction of the uninsured and underinsured (to the extent of such underinsurance) damage or destruction of common areas shall be born by unit owners and proportioned to their respective percentage of interest in the common areas and facilities.

All insured, damaged or destroyed portions of the condominium property shall be deemed uninsured in the same proportion.

The term "uninsured damage or destruction" as used herein shall mean loss occurring by reason of a hazard not covered by the insurance policies of the Association. The term "underinsured damage or destruction" as used herein shall mean loss occurring by reason of hazard covered by the insurance policy of the Association for which the proceeds are insufficient to cover the cost of repair, restoration or reconstruction.

The final determination made with the insurers as to insured, uninsured and underinsured damage or destruction shall govern.

4. Nonrestoration of Damage or Destruction: In the event of substantial damage to a majority of the units, the unit owners, by unanimous vote, may elect not to repair or restore such damage or destruction. 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 after such election and by agreement of all unit owners, the net proceeds of the sale, together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to the unit owners in proportion to the respective percentages of interest in the Common Areas and Facilities. No family 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.

5. Liability Insurance: The Association as a common expense shall insure itself, the Board of Managers, all unit owners and members of their respective families and other persons residing with them in the condominium property, their tenants lawfully in possession and control of the condominium property, against liability for bodily injury, disease, illness or death, and



for injuries to or destruction of the property occurring upon, in or about or arising from or relating to the Common Areas and Facilities, such insurance to or for protection to a limit of not less than One Million and no/100 (\$1,000,000.00) Dollars in respect to bodily injury, disease, illness or death suffered by any one person and to the limit of not less than One Million and no/100 (\$1,000,000.00) Dollars in respect to any one occurrence, and to the limit of not less than Two Hundred Fifty Thousand and no/100 (\$250,000.00) Dollars in respect to damage to or destruction of property arising out of any one action. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual units or limited common area pertaining thereto and all liability insurance shall contain cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

6. Lapse of Insurance Coverage: If the required insurance coverage ceases to exist for any reason whatsoever, any mortgagee of any portion of the condominium property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by a special assessment against all unit owners but shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

7. Each unit owner, at his sole cost and expense, shall obtain (a) public liability insurance for personal injuries or damage arising out of the occupancy and use of his unit; (b) public liability insurance for personal injuries or damage arising out of the use and occupancy of the limited common areas and facilities appurtenant to his unit, if such coverage is not provided by the Association, and (c) casualty insurance affording coverage upon his personal property.

#### ARTICLE X

##### REMOVAL FROM CONDOMINIUM OWNERSHIP

The unit owners, by unanimous vote may elect to remove the Condominium Property from the provisions of Chapter 5311, Ohio Revised Code. 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 filed with the Recorder of Hamilton County, Ohio, and by him recorded. Such certificate shall be signed by the President of the Board of Directors of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the common areas and facilities have been paid, released, or discharged, and shall also be signed by all of the unit owners, each of whom shall certify therein under oath that all such liens and encumbrances on his unit or units have been paid, released or discharged.

#### ARTICLE XI

##### AMENDMENT OF DECLARATION AND BY-LAWS

This Declaration and the By-Laws attached hereto as Exhibit "B" may be amended upon the filing for record with the Recorder of Hamilton County, of any instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the unit owners entitled to exercise at least Seventy-five (75%) percent of the voting power of the Association. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit ownership. No amendment shall have any effect, however, upon a bona fide first mortgagee until the written consent of such mortgagee to such amendment has been secured. Such consents shall be retained by the Secretary of the Association and his certification in the instrument of amendment as to the names of the consenting and non-consenting mortgagees of the various unit shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment to the Declaration and/or the By-Laws attached hereto as Exhibit "B", said amendment or modification shall nevertheless be valid among the unit owners, inter sese, provided that the rights of a non-consenting mortgagee shall not be derogated thereby. No provision in this Declaration by By-Laws attached hereto as Exhibit "B" may be changed, modified or rescinded, however,

which after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code.

#### ARTICLE XII

##### REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

1. Abatement and Enjoinment: The violation of any restriction or condition or regulation adopted by the Association or the breach of any covenant or provision contained in this Declaration or in the By-Laws of the Association attached hereto as Exhibit "B", by any unit owner or occupant, shall give the Association in addition to the rights hereinafter set forth in this Article, the right, in cases of emergency only:

a. To enter upon the Condominium property or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the By-Laws or Rules of the Association, and the Association or its agent, shall not be thereby deemed guilty in any manner of trespass; or

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

#### ARTICLE XIII

##### SALE, GIFT, DEVISE OR OTHER DISPOSITION OF A UNIT

1. Sale: Any owner who wishes to sell his unit ownership shall give to the Association, no less than thirty (30) days prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser. The members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice; provided, however, that if the proposed purchase shall be for a consideration which the Board of Managers deems inconsistent with the bona fide fair market value of such unit ownership, the Board of Managers may elect to exercise such option in the manner, within the period, and on the terms set forth in Section 2. If said option is not exercised by the Board of Managers within the aforesaid option period, the owner may, at the expiration of said period, contract to sell such unit

ownership to the proposed purchaser named in such notice upon the terms specified therein.

2. Gift: Any owner who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be heirs-at-law of the owner under the Ohio Statute of Descent and Distribution were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board of Managers not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board of Managers, the Board of Managers and owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Board of Managers. The Board of Managers option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

3. Devise: In the event any owner dies leaving a will devising his or her unit ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased owner under the Ohio Statute of Descent and Distribution, and said will is admitted to probate, the members of the Board of Managers acting on behalf of consenting unit owners as hereinafter provided, shall have a like option (to be exercised in the manner hereinafter set

forth) to purchase said unit ownership or interest therein either from the devisee or devisees thereof named in said will or if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased owner, the Board of Managers shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Board of Managers and said devisee or devisees, or personal representative, as the case may be. The Board of Managers right to purchase the unit ownership or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Board of Managers or its authorized representative, pursuant to authority given to the Board of Managers by the owners as hereinafter provided, to bid at any sale of the unit ownership or interest therein of any deceased owner which sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his or her unit ownership or interest therein.

4. Involuntary Sale: a. In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give thirty (30) days written notice to the Board of Managers of his intention so to do, whereupon the members of the Board of Managers and their successors in office, acting on behalf of consenting unit owners as hereinafter provided, shall have an irrevocable option to purchase such unit ownership or interest therein at the same price for which it was sold at the said sale. If said option is not exercised by the Board of Managers within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

b. In the event any owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his unit ownership, the Board of Managers shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in this Declaration.

5. Consent of Voting Members: The Board of Managers shall not exercise any option hereinabove set forth in purchase any unit ownership or interest therein without the prior written consent of the members entitled to exercise not less than Seventy-five (75%) percent of the voting power in the Association, and whose unit ownerships are not the subject matter of such option. The Board of Managers may bid to purchase at any sale of a unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court upon the prior written consent of the aforesaid voting members, which said consent shall set forth a maximum price which the Board of Managers is authorized to bid and pay for said unit or interest therein. The aforesaid option shall be exercised by the Board of Managers solely for the use and benefit of the owners consenting thereto.

6. Release, Waiver, and Exceptions to Option: Upon the written consent of two (2) of the Board members, any of the options contained in this

Article may be released or waived and the unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, given or devised free and clear of the provisions of this Article.

7. Financing of Purchase Under Option: The Board of Managers in its discretion may borrow money to finance the acquisition of any unit ownership or interest therein authorized by this Item provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the unit ownership or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board of Managers.

8. Title to Acquired Interests: Unit ownerships or interests therein acquired pursuant to the terms of this Item shall be held of record in the name of the President of the Association and his successors in office of such nominee as he shall designate.

#### ARTICLE XIV

##### MISCELLANEOUS PROVISIONS

1. Each grantee of developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

2. Upon the removal of the Condominium Property from the provisions of Chapter 5311, Revised Code, all easements, covenants and other rights, benefits, privileges, impositions and obligations declared herein to run with the land or any unit shall terminate and be of no further force nor effect.

3. 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.

4. 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.

5. If any of the 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 years after the death of the survivor of the now living descendants of John Glenn, United States Senator from Ohio and James A. Rhodes, Governor of Ohio.

6. Upon written request to the Board, the holder of any duly recorded mortgage on any ownership interest or interest therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit owner or owners whose ownership interest or interest therein is subject to such mortgage.

7. Neither Developer, nor any subsidiary or affiliate of Developer, nor any employee, agent, successor or assign of Developer or any such subsidiary or affiliate, shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with the authority granted or delegated to them or any one of them by or pursuant to this Declaration.

IN WITNESS WHEREOF, the Developers have caused the execution of this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 1978.

STATE OF OHIO, COUNTY OF HAMILTON, SS:

Before me, a Notary Public in and for said County, personally appeared



who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of them personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 1978.

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NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY TERRANCE R. MONNIE,  
MECKIROTH, WAIS & MONNIE  
2414 Kroger Building  
Cincinnati, Ohio 45202  
Phone: (513) 381-5060

## EXHIBIT A

### Rules and Regulations Adopted According To The By-Laws Of The 412 Liberty Hill Condominium Association

#### 1. Definitions

For the purpose of these Rules and Policies, the following terms and phrases shall have the following meanings:

##### A. Actions of the Board

Any reference to actions that may be taken by the Board shall occur in the following manner:

1. The Board shall take any action by a majority vote of the members of the Board then serving. Provided, however, that if emergency action is necessary, action may be taken by a majority of the members of the Board then serving who may reasonably meet or discuss the necessity for, and the type of, action necessary to remedy the situation.

2. For this purpose, the term "emergency" includes, but is not limited to, --

(i) action necessary to avoid imminent harm to property or lives in or around the Building;

(ii) action necessary to cause a cessation of a disturbance or other nuisance the continuation of which has been objected to by an occupant and which it is reasonably necessary to cease forthwith.

B. "Board" shall mean the Board of Managers.

##### C. Consent

1. Whenever an action requires the consent of the Owners, consent shall be deemed to have been given if approved by a simple majority of the Owners present in person or by proxy.

2. Notwithstanding "1", with respect to any action by the Board consent for which is required of the Owners and which pertains to a lease of a Unit, the identity of lessees or any action dealing with living conditions in the Building, consent of the Owners shall be deemed to have been given if approved by a simple majority of the Owners who occupy their Unit as their principal residence who are present in person or by proxy.

D. "Guest" shall mean any visitor, guest or business invitee of an occupant.

E. Notice

Any notices to be given under the Rules shall be in writing and shall be deemed to have been given when (i) delivered to the Unit of the occupant or Owner, in the case of notice to an occupant or Owner, (ii) delivered to the Unit of any member of the Board, in the case of notice to the Board, (iii) mailed, postage pre-paid, to the Owner of the Unit whose occupant is the cause or object of the notice at the last address of the Owner known to the Board to be the principal residence of the Owner (or if no such address is known or certain, the address of the Owner's Unit), or (iv) mailed, postage pre-paid, to the Board in care of its agent designated by the Board for such purpose from time to time.

F. "Rules" shall mean the Declaration, the By-Laws, these Rules and Policies, any policies promulgated by the Board pursuant to the Declaration, By-Laws and these Rules and Policies, and any Policies established under Section 2 of these Rules and Policies.

2. Promulgation of Board Rules and/or Guidelines; Enforcement Procedures

A. Introduction

The Rules permit the Board to (i) establish policies and standards of conduct ("Policies") and (ii) enforce those policies ("Actions"). Unless the Rules specifically provide to the contrary, "B", below, describes how the Board will establish Policies; "C", below, describes how the Board will take and/or enforce its Action. In addition to establishing Policies and Actions that are specifically identified in the Rules, the Board may establish any other Policies and Actions by following the procedures described in (i) this Section 2 or in (ii) other provisions of the Rules if those other provisions govern.

B. Establishment of Policies

The Board may from time to time establish Policies. The Board will establish Policies with the consent of the Owners. Where reasonably possible to do so, given the nature and exigency of the circumstance surrounding the need for a Policy, the Owners' consent will be obtained before the Policy is enacted. Policies may include standards of conduct as well as the nature and type of Action the Board may take to enforce a Policy.

### C. Enforcement of Actions

1. The Board may take the Action the Board deems reasonably necessary to enforce its Policies or the Rules. Its Actions may include, but are not limited to, recouping the costs associated with (i) any damage caused by an infraction of the Rules or the Policies, and (ii) enforcing the Rules or the Policies.

2. To the extent reasonably practicable, the Board shall first attempt to notify the Owner of the Unit against whom the Action will be taken (or the occupant of the Unit if the Board determines that is sufficient or appropriate) of the proposed Action. If the Owner wishes the Board to reconsider, the Owner must, within ten days after giving of the notice, so inform the Board in writing and provide the reasons why the Board should reconsider. Within thirty days after receiving these materials, the Board must review the Owner's request for reconsideration and decide whether or not to modify the Board's proposed Action. To the extent reasonably practicable, the Board will promptly thereafter inform the Owner of the Board's disposition of the Owner's request for reconsideration.

3. If the Board wishes to take legal action to enforce its Policies, the Board must first obtain the consent of the Owners. If the Board determines that obtaining consent would involve delay that could cause unreasonable harm to other occupants, Owners (or their property or interests) or to the Association's interests, then the Board may institute such legal action without the prior consent of the Owners. As soon as is reasonably practical thereafter, the Board must obtain the consent of the Owners. For this purpose, the placing and recordation of any lien otherwise authorized by the Rules shall not require the consent of the Owners.

4. The Board may take Actions in its discretion and without regard to this Section 2 in these instances:

a. In any instance in which the Rules authorize the Board to act in its sole discretion.

b. In any instance in which the Owners have authorized the Board to act in its sole discretion.

5. The Board is expected to act in a uniform and nondiscriminatory manner. The fact that the Board may not exercise its authority in a particular instance or take an Action less severe than the Rules or Policies otherwise authorize shall not prevent the Board from taking that Action or a different Action in other instances, regardless of the identity of the person against whom the original Action (or absence of Action) occurred.

### 3. Guests

Owners are responsible for their guests' observance of the Association's Rules. If a guest has ignored or violated the Rules, and if these acts are not corrected, then the Board may take any action permitted by the Rules that the Board deems reasonably necessary to prevent further infractions.

### 4. Lessees

A. Owners are responsible for their lessees' observance of the Association's Rules. Each lease must either (i) incorporate by reference the Association's Rules or (ii) contain the Association's Rules. The lease must contain a provision granting to the Board all of the rights and powers that the Owner otherwise possesses with respect to the enforcement of the terms and conditions of the lease as they pertain to compliance with the Rules. The lease must grant to the Board the right to exercise its discretion without the consent of any other party with respect to the enforcement of the terms of the lease as they may pertain to compliance with the Rules.

B. In the event that an Owner does not cause his lessee to cease committing any infraction of the Rules, then the Board may take such action as it deems necessary to correct those infractions, including any powers it may possess under the terms of the lease.

C. The Declaration requires the approval of the Board of any lease into which an Owner wishes to enter. In order to carry out the provisions of the Declaration, the following rules apply:

- \* 1. Each Owner who wishes to rent his Unit must notify the Board of his intention to lease the Unit and must provide to the Board the information necessary to approve the lease. This information must include a copy of the proposed lease or memorandum of lease into which the Owner and prospective lessee propose to enter. The Owner must provide this information, together with such other information as the Board may deem reasonably necessary from time to time, sufficiently in advance so as to provide the Board the time necessary to approve the lease. These time periods, as well as the time period in which the Board must act, will be established from time to time by the Board.

2. In the event that the Board does not disapprove the proposed lease (or any portion of a proposed lease) within the time or times provided in "1", the lease will be deemed approved.

BILL WILL DRAFT  
AN AMENDMENT TO  
THE DECLARATION  
TO CLARIFY

3. Each Owner who, after following the procedures outlined above, enters into a written lease with a lessee will provide to the Board an executed copy of the lease or its equivalent document. The lease (or equivalent documents) must be in the form described in "A", above so that the Board may take any action otherwise within its power to enforce the terms of the lease.

4. The Board may, from time to time, adopt uniform standards with respect to the periods of time over which leases may extend and such other matters as the Board deems necessary. These actions may be taken with the consent of the Owners.

D. The Board may establish the numbers of individuals and/or the standards for determining the number of individuals who may at any one time lease a Unit. All lessees of a unit must be signatories to the lease. The determinations of the Board with respect to the permissible number of lessee-occupants of any Unit shall be established from time to time with the consent of the Owners.

E. Owners may not permit lessees to sublease the occupancy of a Unit without the express prior written consent of the Board. Owners may not permit lessees to assign a lease of a Unit without the express prior written consent of the Board. These terms must be contained in any lease with a lessee of a Unit. The Board will exercise its consent in the same manner that it exercises its approval of a lease.

F. The only individuals who may occupy a leased Unit are the lessees who are named in the lease approved by the Board. If a lessee wishes to permit an additional occupant, then (i) the additional occupant must agree to be bound by all of the terms and conditions of the lease relating to the nature of the individual's occupancy of the Unit, and (ii) the Board must possess the same powers and responsibilities with respect to that occupancy as the Board possesses with respect to the initial lessee's occupancy of the Unit. The Board will exercise its consent to the additional occupancy of a Unit in the same manner that it exercises its approval of a lease.

G. Each Owner who leases a Unit shall, in addition to following these Rules, obtain copies of the Rules signed by the Owner's lessee and shall return a copy of the signed Rules to the Board.

5. Adherence to the Rules

All Owners and occupants of each Unit must adhere to the Rules.

6. Vehicle Parking

A. Parking places located on the Association's property are for the sole and exclusive use of Owners and lessees. Guests may not park in such places. Each Owner or lessee must so inform his guests.

B. Parking places on Association property are for the sole use of parking automobiles. The Board may from time to time promulgate Policies permitting other types of vehicles to be parked in parking places. These Policies may include, but are not limited to, the nature of vehicles other than automobiles that may be so parked and the period of time and condition under which such vehicles may be parked.

C. Since the number of parking places is less than the number of Units, the Board may promulgate from time to time assignments of parking places to or among Units, Owners or lessees. The Board may also promulgate Policies with respect to the temporary occupation of driveway space (for example, the temporary parking of moving vans).

D. No vehicles of any kind will at any time be parked or left unattended in front of or in such a manner as to impede access to the Association's property or trash dumpster. The Board may establish Policies permitting temporary occupancy by vehicles of this space but only in such manner as to insure access to all portions of the Association's property and permit garbage collection.

E. In the event the Board authorizes the towing of any automobile or vehicle that is parked or left unattended in violation of these Rules, the costs of such towing as well as any damage that may result from such towing is the sole responsibility of the owner of the automobile or the Owner and occupant of a Unit who authorized the placement of the automobile or vehicle in the offending location.

7. Damage

A. Each Owner is responsible for the damage the Owner causes or allows to be caused to any common area or limited common area of the Association's property by the Owner, the Owner's lessee or by any guest. The Board will determine in such reasonable manner and under such Policies as may be approved by the Owners the amount of any damage. The Board may cause any repairs necessary to correct the damage to be undertaken or, in its discretion and according to its rules, may permit the Owner to undertake the repairs.

B. With the consent of the Owners, the Board may promulgate rules and/or policies to relieve Owners of the obligation to repair the damages described in this Section 7. Such rules and/or policies may, for example, relieve Owners of the obligation to repair or pay for the repair of inconspicuous spills in common area carpeting.

## 8. Elevators

Owners, lessees and their guests shall use the elevator in a manner designed to extend the maximum possible courtesy to other occupants and to cause the least inconvenience to other occupants.

## 9. Use of the Grounds and Outside Facilities

A. Littering of any kind is prohibited.

B. Articles of clothing, curtains, rugs, etc., must not be draped on outside railings of balconies or other outside areas of the Building for extended periods of time or so as to damage limited common areas, common areas or other Units.

C. Furniture, planters, grills and other outdoor articles of furniture may be placed on balconies or patios so long as the articles or their placement will not cause damage to other Units, limited common areas or common areas. In addition, the selection and placement of these articles must not cause damage to any limited common area or common area in which they are placed. Any damage that results from the selection and/or placement of such articles is the responsibility of the Owner as well as the responsibility of the individual who placed or caused the placement of the article. In the event that any damage occurs, the Board may take such action as it deems necessary to repair the damage. The expenses incurred by the Board will be charged to the Owner and must be paid by the Owner.

## 10. Noise

A. Since the quality of life in a multi-family dwelling such as the Building depends upon the occupants' recognition of the rights of privacy and quiet enjoyment of their neighbors, all occupants will avoid creating noise that disturbs or could lead to a disturbance of other occupants.

B. All maintenance work carried out by an occupant or his employees or contractors must be carried out in such a manner as to assure every other occupant's right to the quiet enjoyment of the use of the Building.



C. The Board may develop Policies from time to time dealing with activities that may create noise audible to other occupants. Such activities include, but are not limited to, receptions and parties which may involve use of limited common areas and common areas.

#### 11. Pets

A. Dogs, cats and other domesticated household pets may be kept in a Unit, provided that they may not be kept, bred or maintained for any commercial purpose.

B. The owner of any pet as well as the Owner of the Unit in which the pet is kept are responsible for all pets, including any noise or housekeeping of limited common areas and common areas occasioned by the pet.

C. Any pet that causes or creates a nuisance or unreasonable disturbance must be permanently removed from the Building upon three days written notice from the Board. The Board may determine in its discretion whether any pet creates such a nuisance or unreasonable disturbance.

#### 12. Plumbing Facilities

Since improper use of plumbing facilities can damage common plumbing, piping, drains and other related devices, not only in limited common areas and common areas but also in Units owned by other Owners (the "plumbing facilities"), all residents must use plumbing facilities in such a manner as to minimize the possibility of damage to other Units, limited common areas and common areas. Damage created by improper use is the financial responsibility of the occupant causing the damage or authorizing any action that causes the damage and the Owner of the Unit in which occupant resides. The Board may take such steps it deems necessary to repair damage to the plumbing facilities or to damage caused by misuse of the plumbing facilities to limited common areas, common areas and Units of other occupants, including, but not limited to, causing such damages to be repaired and assessing those charges against the occupant who misused the plumbing facilities (or authorized any action that resulted in misuse) and/or the Owner of the Unit in which the occupant resides.

#### 13. Housekeeping

A. Occupants and guests who use limited common areas and common areas such as the laundry facility or the driveway are responsible to clean those areas after completing activity in or on those areas (examples include laundry, automobile clean-up and handicrafts).

B. The Board may develop Policies governing activities clean-up for which may pose unusual problems or inconvenience.

#### 14. Keys

A. Owners and other residents of the Units must provide the Board or its designated agent with accurate copies of all keys to Units. The Board will use its reasonably best efforts to obtain permission from an Owner or occupant before entering a Unit for purposes otherwise permitted by the Rules unless an emergency or other condition exists that warrants immediate entry to the Unit.

B. The Board and its agents shall use these keys only for the purposes permitted by the Rules or for the purpose of avoiding damage to the property or life of the occupant of the affected Unit or the property or lives of occupants of other Units.

#### 15. Security

*GUESTS & OCCUPANTS*

A. All ~~residents~~ of the Building will use their best efforts to insure that access to limited common areas and common areas are secured.

B. Occupants of Units containing alarm systems will use their best efforts to avoid causing false alarms. Costs associated with false alarms may, according to rules developed by the Board, be charged to the occupant and/or Owner of the affected Unit and, in that circumstance, will be the financial responsibility of the Owner and the occupant of the affected Unit.

#### 16. Trash

A. All residents of the Building will use any trash compacters or dumpsters owned or leased by the Building in a manner reasonably designed to avoid damage to those trash facilities. Damage caused by the negligent conduct of a resident of a Unit or his guest or invitee is the financial responsibility of that individual, the occupant and the Owner of the Unit.

**EXHIBIT "B"**

**BY-LAWS**

**412 LIBERTY HILL CONDOMINIUM**

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# BY-LAWS

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BY-LAWS

OF THE

412 LIBERTY HILL CONDOMINIUM

The within By-Laws are enacted and attached to the Declaration of the 412 LIBERTY HILL CONDOMINIUM pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners Association for the government of the Condominium Property in the manner provided by the Declaration and by these By-Laws. All present or future owners or occupants or their employees, or any other person who might use the facilities of the Condominium Property in any manner, shall be subject to the covenants, provisions or regulations contained in the Declaration and these By-Laws and shall be subject to any restrictions, condition or regulation hereafter adopted by the Board of Managers of the Association. The mere acquisition or rental of any unit located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the units will constitute acceptance and ratification of the Declaration and of these By-Laws, and any rules and regulations hereafter adopted by the Association.

ARTICLE I

THE ASSOCIATION

Section 1. Name and Nature of Association: The Association shall be an Ohio Corporation not for profit and shall be called the 412 Liberty Hill Condominium Unit Owner s Association, (hereinafter referred to as the Association).

Section 2. Membership: Each unit owner upon acquisition of title to a unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his unit ownership, at which time the new owner of such unit shall automatically become a member of the Association.

Section 3. Voting Rights: The Association shall have one class of voting membership. There shall be a total of one hundred (100) votes. Each unit owner is entitled to the number of votes as represented by his respective percentage of ownership in the common areas and facilities as enumerated in Article IV, Paragraph 6 of the Declaration.

The provisions of this Section 3 are subject to the provisions of O.R.C. 5311.08 and any inconsistency shall be resolved in favor of that

section of the O.R.C.

During any period of time in which a unit owner is in default in the payment of any assessment due and payable or fails to comply with any provision pursuant to this By-Laws and the Declaration, the voting rights of said unit owner are suspended until such time as said default is cured.

Section 4. Proxies: Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Board of Managers of the Association and shall be revocable at any time by actual notice to the Board of Managers by the member or members making such designation. Notice to the Board of Managers in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. Meetings of Members:

(a) Annual Meeting: The annual meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be presented before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association or at such other place upon the Condominium Property as may be designated by the Board of Directors and specified in the notice of such meeting. The first annual meeting of members of the Association shall be held within the first three weeks of August, 1980. Thereafter, the annual meeting of members of the Association shall be held on the first Tuesday of February in each succeeding year thereafter, if not a legal holiday and, if a legal holiday, then on the next succeeding business day.

(b) Special Meetings: Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Managers of the Association or by members entitled to exercise at least twenty-five (25) percent of the voting power of the Association. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven (7) nor more than sixty (60) days after

the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be held at the office of the Association or at such other place upon the Condominium Property as shall be specified in the notice of meeting.

(c) Notice of Meetings: Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice to each member of the Association who is a member of record of a unit as of the day next preceding the day which the notice is given. Notice of the time, place and purposes of any meeting of the members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

(d) Quorum; Adjournment: Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these By-Laws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned, are fixed and announced at such meeting.



Section 6. Order of Business: The order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Reports of officers
- (5) Reports of committees
- (6) Election of Directors (when appropriate)
- (7) Unfinished and/or old business
- (8) New business
- (9) Adjournment

Section 7. Action by Association Members Without a Meeting:

Any action which may be authorized or taken at a meeting of the members of the Association may be authorized or taken without a meeting in a writing or writings signed by all the members who would be entitled to notice of a meeting of members held for such purpose, which writing or writings shall be filed with the records of the Association.

ARTICLE II

BOARD OF MANAGERS

Section 1. The affairs of this Association shall be managed by a board of three(3) managers who with the exception of those appointed by Developer must be members of the Association and occupants. The number of managers may be changed by amendment of the By-Laws of the Association.

The Board of Managers and the Officers of the Association, elected as provided herein shall exercise the powers, discharge the duties, and be vested with the rights confirmed by operation of the law, by these By-Laws and by the Declaration upon the Association, except as otherwise specifically provided.

Until such time as a meeting of the Association has been held at which successor members of the Board of Managers are elected, Developer may designate or appoint all members of the Board and such Board shall exercise all the powers, duties, rights and functions of the Board. The first such meeting at which member of the Board are elected shall be held at such place designated by the Developer, but not later than the time that condominium ownership interests to which twenty-five percent of the undivided interests in the common areas and facilities appertain have been sold and conveyed by the developer. At that meeting, the Unit Owners, other than the developer shall elect not less than twenty-five percent of the members of the Board of Managers. Not later than the time that condominium ownership interests to

Each manager shall serve faithfully as such for the term for which he was elected, but may be removed for cause by the vote of members of the Association entitled to exercise at least seventy-five (75%) percent of the voting power of the association.

Section 3. Term of Office; Resignations: Except as otherwise provided in this Section 3, each manager shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any manager may be re-elected for additional terms of one year each. Any manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in a writing to that effect delivered to a Secretary of the Association, such resignation to take effect immediately at such other time as the manager may specify. Members of the Board of Managers shall serve without compensation.

Section 4. Organization Meeting: Immediately after each annual meeting of members of the Association, the Board of Managers shall hold an organization meeting for the purpose of electing officers and transacting other business. Notice of such meeting need not be given.

Section 5. Regular Meetings: Regular meetings of the Board of Managers may be held at such times and places as shall be determined by a majority of the Managers.

Section 6. Special Meetings: Special meetings of the Board of Managers may be held at any time upon call by the President or any two Managers. Written notice of the time and place of each such meeting shall be given to each Manager either by personal delivery or by mail, telegram or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Manager at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by him of the notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Manager, which waiver shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular or special meeting.

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Section 7. Action by Board of Managers Without a Meeting: Any action which may be authorized or taken at a meeting of the Board of Managers may be authorized or taken without a meeting in a writing or writings signed by all the managers who would be entitled to notice of a meeting of managers held for such purpose, which writing or writings shall be filed with the records of the Board of Managers.

Section 8. Quorum; Adjournment: A quorum of the Board of Managers shall consist of a majority of the Managers then in office, provided that a majority of the Managers present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Managers at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

Section 9. Fidelity Bonds: The Board of Managers shall require that all officers and employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

#### ARTICLE III

##### OFFICERS

Section 1. Election and Designation of Officers: The Board of Managers shall elect a President, Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board of Directors, pursuant to the requirements of Ohio Revised Code 1702.34. The Board of Managers may also appoint such other officers as in their judgment may be necessary.

Section 2. Term of Office; Vacancies: The officers of the Association shall hold office until the next organization meeting of the Board of Managers and until their successors are elected, except in case of resignation, removal from office or death. The Board of Managers may remove any officer at any time with cause by a majority vote of the Managers then in office. Any vacancy in any office may be filled by the Board of Managers.

Section 3. Duties of Officers: a. President: The President

shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and shall preside at all meetings of the Board of Managers. Subject to directions of the Board of Managers, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these By-Laws.

b. Vice President: The Vice President, if appointed, shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Managers.

c. Secretary: The Secretary shall keep the minutes of meetings of the members of the Association and of the Board of Managers. He shall keep such books as may be required by the Board of Managers, shall give notices of meetings of members of the Association and of the Board of Managers required by law, or by these By-Laws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.

d. Treasurer: The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Managers. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Managers and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.

Section 4. Delegation of Authority and Duties: The Board of Managers is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

#### ARTICLE IV

##### GENERAL POWERS OF THE ASSOCIATION

Section 1. Powers: Except where otherwise prescribed by law, the State of Ohio or the Declaration or By-Laws, all authority shall be exercised by its Board of Managers to:

a. Adopt and publish rules and regulations governing the use of the condominium property and the personal conduct of members, guests, licensees, invitees, and others, and to fix and establish penalties for noncompliance with such rules and regulations.

b. Suspend the voting rights of any members during such periods as that member is in default in the payment of any assessment levied by the Association or who has failed to abide by the rules and regulations as established. Also, a hearing upon such non-compliance is conducted.

c. Employ such employees, agents, attorneys, independent contractors, deemed necessary and to prescribe their duties and to provide for the compensation therefor.

d. Maintain complete and accurate record of all acts of the Association in the form of a corporate minute book containing minutes of all meetings of the Board of Managers reflecting the decisions made and taken by official resolution, pursuant to the Ohio Revised Code 5311.09.

Such records and books shall reflect accurately all receipts and disbursements as well as the collection, allocation, and distribution of common profits and expenses among and from the unit owners. There shall also be maintained a record of the names and addresses of unit owners and their respective percentage of interest in the common areas and facilities.

e. Establish and levy the assessments more fully provided for in the Declaration; and to enforce the payment thereof with the remedies available, including foreclosure of liens filed.

f. Provide for the maintenance of the Common Areas and Facilities and Units as provided for in the Declaration;

g. Provide for the payment of all fees and other administrative expenses.

Section 2. Payment of Common Expenses: The Association, for the benefit of all the owners, shall pay all common expenses arising out of the operation of the condominium property, including without limitation, the following:

Utility Service for Common Areas and Facilities: Water, waste removal, electricity, telephone, heat, power or any other necessary utility service for the common areas and facilities;

Casualty Insurance: A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;

Liability Insurance: A policy or policies insuring the Association, the members of the Board, and the owners against any liability to the public or to the owners of units and of the common areas and facilities, their invitees, or tenants, incident to the ownership and/or use of the common areas and facilities and units, as provided in the Declaration, the limits of which policy shall be reviewed annually;

Wages and Fees for Services: The services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance or operation of the Condominium Property and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;

Care of Common Areas and Facilities: Such maintenance, operational and recreational services not covered by other fees to be paid by each unit owner pursuant to the Declaration (other than the care of the interior surfaces of the units, which the owner shall paint, clean, decorate, maintain and repair), as the Association shall determine are necessary and proper. 4

Additional Expenses: Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property or for the enforcement of the Declaration and these By-Laws;

Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the Condominium Property or against the common

areas and facilities, rather than merely against the interests therein of particular owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said owners;

Certain Maintenance of Units: Maintenance and repair of any unit if such maintenance or repair is necessary, in the discretion of the Association, to protect the common areas and facilities, or any other portion of a building, if the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said owner or owners, provided that the Association shall levy special assessment against such unit owner for the cost of said maintenance or repair.

Workmen's Compensation: Workman's Compensation insurance to the extent necessary to comply with any applicable laws.

Miscellaneous: The Association shall pay such other costs and expenses designated as "common expenses" in the Declaration and in these By-Laws.

Section 3. Association's Right to Enter Units: The Association or its agents may enter any unit or limited common area and facilities when necessary in connection with any maintenance, repair, replacement or construction for which the Association is responsible or in the event of an emergency. The Association reserves the right to retain a pass key to each unit and no locks or other devices shall be placed on the doors to units to obstruct entry through the use of such pass key.

Section 4. Capital Additions and Improvements: The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the common areas and facilities, subject to all the provisions of the Declaration and these By-Laws which have a total cost in excess of One Thousand and no 100 \$1,000.00 Dollars, nor shall the

Association authorize any structural alterations, capital additions to, or capital improvements of the common areas and facilities requiring an expenditure in excess of One Thousand and no/100 (\$1,000.00) Dollars, without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association.

Section 5. Rules and Regulations: The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and in these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the healthy, comfort, safety and general welfare of the owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

Section 6. No Active Business to be Conducted for Profit: Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the owners or any of them.

Section 7. Special Services: The Association may arrange for the provisions of any special services and facilities for the benefit of such owners and/or occupants as may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of units. Fees for such special services and facilities shall be determined by the Board of Managers and may be charged directly to participating owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

Section 8. Delegation of Duties: Nothing herein contained shall be construed so as to preclude the Association, through its Board of Managers and officers, from delegating to persons, firms or corporations of its choice, including any Manager or managing agent, such duties and responsibilities of the Association as the Managers of the Association all from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

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Section 9. Applicable Law: The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of ownership (including, without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between any statute applicable to associations formed to administer property submitted to the Condominium form of ownership, shall be resolved in favor of the latter statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or By-Laws as will remove such conflict or inconsistencies.

Section 10. Committees: The Directors shall appoint such committees as it may deem appropriate in carrying out its purposes.

#### ARTICLE V

##### BUDGET AND ASSESSMENTS

Section 1. General: Each unit owner is obligated to pay to the Association certain assessments as are enumerated, described and fixed under the terms of the Declaration. Such assessments shall be secured by a continuing lien upon the property against which the assessment is fixed and made. No owner may waive or otherwise escape liability for the assessment by non-use of the common area and facilities or abandonment of his unit.

Section 2. Budget and Assessments: Each year on or before December 1, the Board shall estimate the total amount necessary to pay all the common expenses for the next calendar year, together with a reasonable amount considered by the Board to be necessary for a Reserve for Non-recurring Expenses and Capital Improvements, as provided in Section 3 of this Article V, and shall on or before December 15, notify each unit owner in writing as to the amount of such estimate, with reasonable itemization thereof. This estimated cash requirement shall be assessed to the unit owners according to each unit owner's percentage of ownership interest in the common areas and facilities, and the portion of the assessment attributable to said Reserve shall be paid directly to the Trustee of such Reserve, as provided in said Section 3 of this Article V. On or before January 1 of the ensuing year, and the first day of each and every month of said year, each unit owner shall be obligated to pay one-twelfth (1/12) of the assessment made hereunder.

to this section. If the funds received by the Association for payment of common expenses are insufficient for any reason, the Board may levy additional assessments against the unit owners. The Association shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reasons therefor, and such further assessments shall be payable as the Board directs.

The failure or delay by the Board of Managers to prepare the annual budget shall not constitute a waiver or release of a unit owner's obligation to pay any assessment levied in accordance therewith.

Section 3. Reserve for Nonrecurring Expenses and Capital Improvements:

1 Association shall build up and maintain a reasonable reserve for nonrecurring a. uses and for capital improvements. A "nonrecurring expense" shall be defined as an expense which is reasonably anticipated to be incurred less frequently than bi-annually and which cannot reasonably be met from monthly assessments. All such reserve funds shall be deemed a contribution by the unit owners, according to their respective percentages of ownership interest, to the capital of the Association, and all unit owners shall pay their respective percentages of ownership interest, to the capital of the Association, and all unit owners shall pay their respective shares of such contribution directly to, and such contributions shall be held in trust by, a financial institution designated by the Board. Such funds shall be disbursed by the Trustee only upon receipt of a certificate signed by the President or Secretary of the Association stating that either unit owners exercising not less than fifty percent (50%) of the voting power of the Association or the Board have authorized the expenditure of the requested funds for one of the aforesaid purposes. The aforesaid trust arrangement shall be established by and between the unit owners and such financial institution pursuant to a written trust agreement acceptable to the Board. Each unit owner agrees to execute and deliver from time to time any instruments and to perform any acts as may be deemed necessary, expedient or proper by the Board to effectuate the provisions herein. Moreover, each unit owner, by acceptance of a deed conveying an ownership interest in the condominium property, thereby irrevocably appoints the President of 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 such trust agreement for and in the name

of such unit owner.

Notwithstanding anything to the contrary herein contained, the Board may at any time determine that all future assessments for the Reserve for Non-recurring Expenses and Capital Improvements shall be held in a separate account of the Association with a financial institution and not by a trustee. Upon notice from the Board of such determination, unit owners shall thereafter pay directly to the Association all assessments for such Reserve. Any trust agreement entered into prior to such determination shall remain in effect until all funds held in trust have been disbursed by the Trustee as provided in such trust agreement.

Section 4. Failure to Pay Assessments and Remedies: The Association shall have a lien upon the estate or interest in any unit of an owner and its respective percentage of interest in the common areas and facilities for the payment of all assessments levied by the Association, interest thereon, expenses, late charges, and reasonable attorney fees involved in the collection thereof, which remain unpaid. Such a lien shall arise and run from the time a certificate of lien is filed as hereinafter provided and said lien may be foreclosed in the same manner, as a mortgage on real property in an action brought on behalf of the Unit Owner Association by its president or other chief officer pursuant to authority given to him by the Board of Managers. In the foreclosure action the owner of the unit affected shall be required to pay a reasonable rental for the unit during the pending of the action, and the Plaintiff in the action is entitled to the appointment of a receiver to collect the rental. In the foreclosure action, the Association or its agent, duly authorized by action of its Board of Managers, is entitled to become a purchaser at the foreclosure sale. Said lien shall take priority over any other lien or encumbrances subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been theretofore filed for record.

When an assessment remains unpaid for ten (10) days after the same has become due and payable, a certificate of lien therefore, subscribed by the President of the Association (shd.) be filed with the Recorder of Hamilton County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the unit owner.

which the lien exists; the name or names of the record owner or owners thereon, and the amount of the unpaid assessment. No certificate of lien shall be filed until an executed copy thereof has been served on the unit owner at the unit or by personal delivery to the unit owner.

The lien provided for in this Section shall remain valid for a period of five (5) years from the time of filing thereof as provided in Ohio Revised Code 5311.18 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 such lien as hereinafter provided. In addition, such assessments, interest thereon, late charges, expenses and reasonable attorney fees involved in the collection thereof, shall be the personal obligation of the person or persons who were the owners of the unit when the assessments became due and payable. That personal obligation for any such unpaid items shall pass to the successors in title and those successors in right, title and interest (whether or not it was expressly stated in the instruments of conveyance, will, title, or interest) who are deemed to assume the obligation to pay those unpaid items; however, these provisions do not relieve the unit owner originally indebted for the payment of these items from liability for such payments. Furthermore, these provisions do not apply to successors in title who hold title merely as security for performance of an obligation and shall not apply to mortgagees, their successors and assigns, who take title in lieu of foreclosure or through judicial or foreclosure sales, as to these assessments levied against the unit prior to the acquisition of an ownership interest in such unit.

Section 5. Dispute as to Assessments: Any owner who believes that the assessment 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 request a hearing with the Board of Managers of the Association to present evidence of payment or reasons why the assessments are improperly charged against his unit, which hearing must be requested and conducted by the unit owner within three days of the receipt of the copy of the certificate of lien. The unit owner may also bring an action in the Court of Common Pleas of Hamilton County for the discharge of all or any part of such lien.

Section 6. Date of Commencement of Assessments: The Developer will assume the rights and obligations of a unit owner in his capacity as owner of units not yet sold, including, without limitation, the obligation to pay common expenses attaching to said unit ownership interest, from the date the Declaration is filed for record. The full monthly assessments for unit owners other than the Developer shall commence on the first day of the first month following the transfer of title to that unit owner.

Section 7. Notice of Amount of Assessments: Written notice of the amount of any monthly assessment, special assessment, and special individual unit assessments shall be mailed by the Association to any owner who requests such information. The Association shall furnish, upon demand and for a reasonable charge, a certificate signed by an officer of the Association setting forth the amount of unpaid assessments on any unit, but only to those persons or organizations who have a bona fide interest in the matter of such assessments. Furthermore, all first mortgagees will be given written notification by the Association of any default by their respective mortgagor/unit owner of any obligation under the condominium documents not cured within sixty (60) days of the default.

Section 8. Exempt Property: All properties, if any, dedicated to and accepted by a local public authority or granted to and used by a utility company, shall be exempt from the assessments created herein.

#### ARTICLE VI

##### AMENDMENT OF BY-LAWS

These By-Laws may be amended at any meeting of the members of the Association by a vote of seventy-five (75%) percent of the voting power of the members of the Association in person or by proxy and then only by amendment to the Declaration as provided therein; and such modification or amendment shall be effective from the time the certificate setting forth such amendment is delivered to the Recorder for record. In the case of any conflict between these By-Laws and the Articles of Incorporation, the Articles shall control. In the event of any conflict between these By-Laws and the Declaration, the Declaration shall control.

#### ARTICLE VII

##### IRREVOCABILITY

The invalidity of any cov. ent, restriction, condition, limitation or any other provision of these By-Laws or any part thereof shall not impair

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or affect the validity, enforceability, or effect of the rest of these By-Laws.

#### ARTICLE VIII

##### GENERAL PROVISIONS

Section 1. Copies of Notice to Mortgage Lenders: Upon written request to the Board of Managers, the holder of any duly recorded mortgage against any unit ownership shall be given a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the owner or owners whose unit ownership is subject to such mortgage.

Section 2. Non-Waiver of Covenants: No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws 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.

Section 3. Agreements Binding: All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-Laws shall be deemed to be binding on all unit owners, their successors, heirs, and assigns.

Section 4. Notice of Mortgages: Any owner who mortgages his unit shall notify the Association of the name and address of his mortgagee and thereafter shall notify the Association of the full payment, cancellation or other alteration in the status of such mortgage.

IN WITNESS WHEREOF, the Developers have caused the execution of this instrument this 14th day of December, 1979.

Witnessed by:

PROSPECT HILL COMMUNITY URBAN REDEVELOPMENT, INC.

By: James E. Redmond PRESIDENT  
PHCUR

STATE OF CA, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, That on the day and year as last above written before me, the subscriber, a Notary Public, in and for said county and state, personally came PROSPECT HILL COMMUNITY URBAN REDEVELOPMENT, INC., by James E. Redmond, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of said officer personally

and as such officer.

IN TESTAMENT WITNESS, I have hereunto set my hand and official  
seal this 14th day of December, 1979.

*L. K. Morris*

Notary Public

PREPARED BY TERRANCE E. HENRICH, Attorney at Law  
8 West Ninth Street, Cincinnati, Ohio, 45202



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FOR TRANS

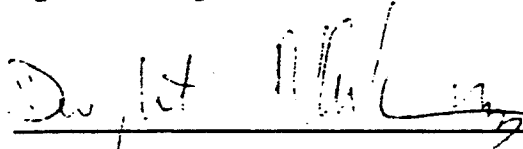
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AFFIDAVIT

STATE OF OHIO            )  
                              ) SS:  
COUNTY OF HAMILTON    )

Now comes Dwight Kulwin, Affiant, who resides at 412  
Liberty Hill Condominiums, Unit 4E, Cincinnati, Ohio 45210, being  
duly cautioned and sworn, and states the following:

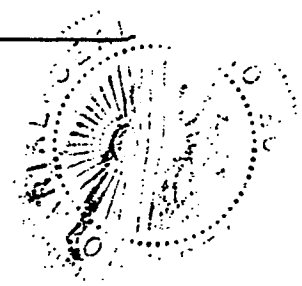
1. That Affiant is the duly elected President of the 412  
Liberty Hill Condominium Unit Owners' Association, Inc.;
2. That, as President of said Association, he has caused  
to be mailed, a copy of the Second Amendment to which this Affidavit  
is attached, to all mortgagees having bona fide claims of record,  
pursuant to Article XII of the Declaration of Condominium of the  
412 Liberty Hill Condominium.
3. Further, Affiant sayeth naught.

  
\_\_\_\_\_

Sworn to before me and subscribed in my presence this  
18 day of May, 1982.

  
\_\_\_\_\_  
Notary Public

WILLIAM M. FREEDMAN, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration  
date. Section 147.03 O.R.C.



4235-1181



SECOND AMENDMENT TO THE  
DECLARATION AND BYLAWS OF  
412 LIBERTY HILL CONDOMINIUM

This Second Amendment, entered into this 13th day of April, 1982, by the following unit owners entitled to exercise at least 75% of the voting power of the 412 Liberty Hill Condominium Unit Owners Association, Inc., the Declaration and Bylaws of which condominium are recorded in Deed Book 4178, page 346, of the Deed Records of Hamilton County, Ohio, the Drawings of which (Exhibit "C") are recorded in Plat Book 221, pages 54-60 of the Plat Records of Hamilton County, Ohio, and the First Amendment to which is recorded at Deed Book 4231, page 1122 of the Deed Records, and at Plat Book 233, page 67 of the Plat Records of Hamilton County, Ohio.

UNIT NUMBER

UNIT OWNER

1-A	Linda M. Budai, unmarried
1-B	Robert E. Rackel, married
1-C	Gerald V. Weigle, Jr., unmarried
1-D	Richard B. Wellinghoff, unmarried
2-A	William M. Freedman, married
2-B	Prospect Hill Community Urban Redevelopment, Inc. an Ohio corporation not for profit
2-C	Julius E. Nachod, unmarried

3-D	Richard P. Robinson & Wilma L. Robinson, husband and wife
4-A	Prospect Hill Community Urban Redevelopment, Inc. an Ohio corporation not for profit
4-B	Gregory L. Adams, married
4-C	M. Vicky Mary, unmarried
4-D	Alan M. Solinger, unmarried
4-E	Dwight Kulwin, married

WHEREAS, the parties hereinabove enumerated wish to amend the Declaration, and Bylaws of the 412 Liberty Hill Condominium (hereinafter referred to as "Declaration" and "Bylaws") to accurately conform with the measurements made by the surveyor of the Condominium Property; and

WHEREAS, the parties wish to amend the Declaration and Bylaws to clarify and expand the remedies afforded the Unit Owner's Association for failure to pay assessments when due; and

WHEREAS, the parties wish to amend the Declaration and Bylaws to more accurately conform with Ohio Revised Code Sections 5311.01-5311.27, and to more accurately describe the Condominium Property; and

WHEREAS, a resolution to amend the Bylaws has been duly adopted at a meeting of the Board of Managers of the 412 Liberty Hill Condominium Unit Owner's Association, Inc.

THEREFORE, be it resolved that the parties enumerated hereinabove, hereby submit the following changes to said Declaration and Bylaws.

1. Exhibit A to the Declaration, containing the metes and bounds description of the Condominium Property, is revised in the following manner:

(a) Parcels I and II shall be combined into one parcel, and shall now be designated "Parcel I". Said description shall read as follows:

"Parcel I: Situate in the City of Cincinnati, Hamilton County, Ohio, to wit: Beginning on the easterly side of Broadway, at the southwesterly corner of Lot No. 4 of W.R. Morris's Subdivision, as recorded in Deed Book 44, page 512, Hamilton County Recorder's Office, then north on Broadway, 42.0 feet; thence east at right angles with Broadway, 93.0 feet; thence south, parallel with Broadway, 42.0 feet to the south line of Lot No. 4; thence westwardly on the south line of Lot No. 4, 93.0 feet, to the place of beginning."

(b) Parcel III shall now be designated "Parcel II".

(c) Parcel IV shall now be designated "Parcel III".

2. Article IV, Paragraph 1 of the Declaration is amended to delete the word "carports", and to insert "parking spaces and garages".

3. Article IV, Paragraph 3 of the Declaration is amended to delete the column at the right side of the chart which indicates the assignment of a garage or parking space.

4. Article IV, Paragraph 5, of the Declaration is amended to delete "or parking spaces".

5. Paragraph 6 of Article IV of the Declaration shall be amended to add the following sentence immediately after the chart designating percentage ownership interest in common areas and facilities:

"The above percentages of interest were allocated on the basis of the proportion that the fair market value of each Unit bore to the aggregate fair market value of all Units on the date the Declaration was originally filed for record."

6. Article VIII, Paragraph 2(C), of the Declaration shall be amended to change the period at the end of the sentence to a comma, and to add: "including, but not limited to, maintenance charges assessed against Owners of Units to which garages have been assigned as limited common areas".

7. Article VIII, Paragraph 3, of the Declaration shall be deleted and a new Paragraph 3 inserted to read as follows:

"3. Effect of Nonpayment of Assessment; Remedies of the Association.

A. Acceleration and Late Charges. If any Assessment or any installment of any Assessment is not paid within ten (10) days after the same has become due, the Board of Managers, at its option, without demand or notice, may (i) declare the entire unpaid balance of the Assessment immediately due and payable, and (ii) charge a late charge in the amount of \$2.00 per day for every day after the expiration of ten days after said Assessment or installment became due.

B. Liens. Assessments of whichever type, together with any late charges and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such Assessment is made.

C. Certificate of Lien. At any time after an Assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that Assessment, and late charges and costs, may be filed with the Recorder of Hamilton County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of

the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the Assessments, and shall be signed by the president or other chief officer of the Association.

D. Length of Lien. The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien. In addition, each Unit Owner shall be personally liable for all Assessments levied by the Association against his Unit while he is a Unit Owner.

E. Mortgagee. When the Mortgagee of a Unit acquires title to the Unit as a result of foreclosure of the mortgage or by deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or other Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or other Assessments shall be deemed to be Common Expenses.

F. Voluntary Conveyance. In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the grantor and his Unit 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 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. As used in this paragraph "grantor" shall include a decedent and

"grantee" shall include a devisee or heir of said decedent.

G. Remedies. The Association, as authorized by the Board of Managers, may file a lien or liens to secure payment of delinquent Assessments, late charges and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorneys fees) shall be added to the amount of any such Assessment, to the extent permitted by Ohio law.

H. Non-Waiver. No owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use of the Common Areas and Facilities, or any part thereof, or by abandonment of his Unit.

8. Article V, Section 4 of the Bylaws shall be amended in the following manner. The first sentence of the second paragraph of Section 4 should state: "When an assessment remains unpaid for ten (10) days after the same has become due and payable, a certificate of lien therefore, subscribed by the President or other chief officer of the Association, may be filed with the Recorder of Hamilton County, Ohio, pursuant to authorization given by the Board of Managers of the Association."

9. Article I, Section 1 of the Bylaws is amended to show that the name of the Association is the "412 Liberty Hill Condominium Unit Owners' Association, Inc."

10. Article V, Paragraph 1 of the Declaration is amended to delete the following material from the first sentence of that

Paragraph: "A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit D."

With the exception of the amendments set forth hereinabove, no other changes or revisions are effected in the Declaration, Bylaws, or Drawings, and said Declaration, Bylaws, or Drawings are reaffirmed by the incorporation herein by reference of each and every page thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above mentioned.

Winifred L. Bryant

JC Cutter

Linda M. Budai  
LINDA M. BUDAI

Winifred L. Bryant

JC Cutter

Robert E. Rackel  
ROBERT E. RACKEL

Winifred L. Bryant

JC Cutter

Karen Rackel  
KAREN RACKEL

Winifred L. Bryant

JC Cutter

Gerald V. Weigle, Jr.  
GERALD V. WEIGLE, JR.

Winifred L. Bryant

William D. Howe

William M. Freedman  
WILLIAM M. FREEDMAN

F.A. Laker

FO Cutter

Harriet A. Freedman

HARRIET A. FREEDMAN

PROSPECT HILL COMMUNITY URBAN  
REDEVELOPMENT, INC.

By E. W. De Fren

By J. S. Nachod

JULIUS ERNEST NACHOD

WYNNE MCCARTHY CURRY

JOSEPH CURRY

KATHERINE DUPEE

DAVID DUPEE

DAVID WILSON HENDERSON

FO Cutter

F.A. Laker

Harry Reinhardt

K.A. Laker

James Pyle

Winifred L. Boyer



DAVID M. COWAN

JANE COWAN

Richard P Robinson  
RICHARD P. ROBINSON

Wilma L. Robinson  
WILMA L. ROBINSON

GREGORY L. ADAMS  
GREGORY L. ADAMS

Phyllis M. Adams  
PHYLLIS M. ADAMS

M. Vicky Mary  
M. VICKY MARY

Alan M. Solinger, MD  
ALAN M. SOLINGER

Winifred L. Bryant  
FO Carter

Dwight Kulwin  
DWIGHT KULWIN

Winifred L. Bryant  
FO Carter

Elizabeth H. Brown  
ELIZABETH H. BROWN

Winifred L. Bryant  
FO Carter


Richard B. Wellinghoff  
RICHARD B. WELLINGHOFF

4235 PC 1191

STATE OF OHIO            )  
                              ) SS:  
COUNTY OF HAMILTON    )

Be it remembered, that on the 13th day of April, 1982, before me, a Notary Public, in and for said county and state, personally appeared Linda M. Budai, and acknowledged the signing thereof to be her free and voluntary act and deed.


IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 1982.

  
Michael L. Bryant  
Notary Public

STATE OF OHIO            )  
                              ) SS:  
COUNTY OF HAMILTON    )

Be it remembered, that on the 13th day of April, 1982, before me, a Notary Public, in and for said county and state, personally appeared Robert E. Rackel and Karen Rackel, and acknowledged the signing thereof to be their free and voluntary act and deed.


IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 1982.

  
Michael L. Bryant  
Notary Public

STATE OF OHIO            )  
                              ) SS:  
COUNTY OF HAMILTON    )

Be it remembered, that on the 13th day of April, 1982, before me, a Notary Public, in and for said county and state, personally appeared Gerald V. Weigel, Jr., and acknowledged the signing thereof to be his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 1982.

  
Michael L. Bryant  
Notary Public

4235 PC 1192

STATE OF OHIO           )  
                              ) SS:  
COUNTY OF HAMILTON    )

Be it remembered, that on the 13th day of April, 1982, before me, a Notary Public, in and for said county and state, personally appeared William M. Freedman and Harriet A. Freedman, and acknowledged the signing thereof to be their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 1982.

Winifred L. Bryant  
Notary Public

STATE OF OHIO           )  
                              ) SS:  
COUNTY OF HAMILTON    )

Be it remembered, that on the 13th day of April, 1982, before me, a Notary Public, in and for said county and state, personally appeared Richard B. Wellinghoff, and acknowledged the signing thereof to be his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 1982.

Winifred L. Bryant  
Notary Public

STATE OF OHIO           )  
                              ) SS:  
COUNTY OF HAMILTON    )

Be it remembered, that on the 10<sup>th</sup> day of May, 1982, before me, a Notary Public, in and for said county and state, personally appeared Julius E. Nachod, and acknowledged the signing thereof to be his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10<sup>th</sup> day of May, 1982.

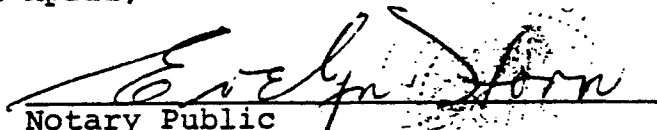
Winifred L. Bryant  
Notary Public

4235 PC 1193

STATE OF OHIO                    )  
                                      ) SS:  
COUNTY OF HAMILTON         )

Be it remembered, that on the 15<sup>th</sup> day of April, 1982, before me, the subscriber, a Notary Public, in and for said county and state, personally came Prospect Hill Community Urban Redevelopment, Inc., an Ohio corporation not for profit, by Devala S. Beck, its vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of said officer, personally and as such officer.

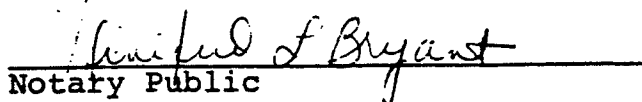
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15<sup>th</sup> day of April, 1982.

  
Notary Public  
EVELYN HORN  
Notary Public, State of Ohio  
My Commission Expires Oct. 31, 1983

STATE OF OHIO                    )  
                                      ) SS:  
COUNTY OF HAMILTON         )

Be it remembered, that on the 13th day of April, 1982, before me, the subscriber, a Notary Public, in and for said county and state, personally came Prospect Hill Community Urban Redevelopment, Inc., an Ohio corporation not for profit by E. Wendy Piper, its President, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of said officer, personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 1982.

  
Notary Public

4235-1154

A29232

THIS IS A TRUE DOCUMENT  
AND RECORDING FEE RECEIPT  
JOHN E. HELD, RECORDER  
HAMILTON COUNTY, OHIO  
SENT

11:19 AM

S 3791 6/30/82 4.00 MD  
201 3791 6/30/82 4.00 TL

3791 6/30/82 4.00 DATE

3791 6/30/82 .000000

201 3791 6/30/82 3

THIS IS A TRUE DOCUMENT  
AND RECORDING FEE RECEIPT  
JOHN E. HELD, RECORDER  
HAMILTON COUNTY, OHIO  
SENT

S 3792 6/30/82 36.00 MD  
201 3792 6/30/82 36.00 TL

3792 6/30/82 36.00 DATE


3792 6/30/82 .000000

201 3792 6/30/82 3

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

Be it remembered, that on the 13th day of April, 1982, before me, a Notary Public, in and for said county and state, personally appeared Richard P. Robinson and Wilma L. Robinson, and acknowledged the signing thereof to be their free and voluntary act and deed.


IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 1982.

  
Winifred L. Bryant  
Notary Public

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

Be it remembered, that on the 13th day of April, 1982, before me, a Notary Public, in and for said county and state, personally appeared Gregory L. Adams, and acknowledged the signing thereof to be his free and voluntary act and deed.

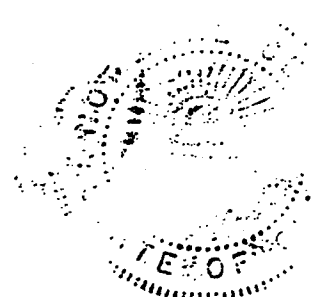
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 1982.

  
Winifred L. Bryant  
Notary Public

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

Be it remembered, that on the 12 day of May, 1982, before me, a Notary Public, in and for said county and state, personally appeared Phyllis Adams, and acknowledged the signing thereof to be her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 12 day of May, 1982.

  
William M. Freedman  
Notary Public

WILLIAM M. FREEDMAN, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration  
date. Section 147.03 O.R.C.

4235 PC 1195

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

Be it remembered, that on the 13th day of April, 1982, before me, a Notary Public, in and for said county and state, personally appeared M. Vicky Mary, and acknowledged the signing thereof to be her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 1982.

Winifred L. Bryant  
Notary Public

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

Be it remembered, that on the 13th day of April, 1982, before me, a Notary Public, in and for said county and state, personally appeared Alan M. Solinger, and acknowledged the signing thereof to be his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 1982.

Winifred L. Bryant  
Notary Public

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

Be it remembered, that on the 13th day of April, 1982, before me, a Notary Public, in and for said county and state, personally appeared Dwight Kulwin and Elizabeth H. Brown, and acknowledged the signing thereof to be their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of April, 1982.

Winifred L. Bryant  
Notary Public



A22357

Gen. Inv. 8th Ser. Dk. 126 P 10

7 2855-5/21/82

SECOND AMENDMENT TO  
412 LIBERTY HILL CONDOMINIUM  
DECLARATION AND BYLAWS

I hereby certify that the within Second Amendment to the  
412 Liberty Hill Condominium Declaration of Condominium Ownership  
and Bylaws has been filed in the office of the County Auditor of  
Hamilton County, Ohio.

HAMILTON COUNTY AUDITOR

Date: MAY 21, 1982

By Ken Hollman

Prepared by: Winifred L. Bryant, Attorney at Law.

TRANSFER NOT NECESSARY  
JOS. L. DE COURCY, JR.  
COUNTY AUDITOR

100-17

4235-1180

Gen. Ind. 8th Ser. Bk.

126 A10940

P. 10

12.00

# First Amendment to Declaration

412 LIBERTY HILL CONDOMINIUM

1122  
DECLARATION OF CONDOMINIUM OWNERSHIP

I hereby certify that copies of the within First Amendment to Declaration, together with the drawings and By-Laws attached as Exhibits thereto; have been filed in the office of the County Auditor of Hamilton County, Ohio, for the 412 Liberty Hill Condominium.

DATE: MARCH 10, 1982

Hamilton County Auditor

BY: Ken Sellman

10 AUG 04

TRANSFER NOT NECESSARY

JOS. L. DE COURCY, JR.  
COUNTY AUDITOR

PREPARED BY:

Terrance R. Monnie  
Meckstroth, Schwierling & Monnie Co., L.P.A.  
Attorneys at Law  
8 West 9th Street  
Cincinnati, Ohio 45202  
(513)241-5556

DEED 4231 PC 1122

FB 233 p. 67

FIRST AMENDMENT TO DECLARATION  
OF  
412 LIBERTY HILL CONDOMINIUM

This amendment, entered into this 30th day of September, 1980, by the following parties, being all of the owners of the individual condominium units of the 412 Liberty Hill Condominium, the Declaration and By-Laws of which condominiums are recorded in Deed Book 4178, page 346, of the deed records of Hamilton County, Ohio, and the drawings of which (Exhibit C) are recorded in Plat Book 221, page 54-60, of the Plat Records of Hamilton County, Ohio:

<u>UNIT NO.</u>	<u>UNIT OWNER</u>
1A	Linda M. Budai, unmarried
1B	Robert E. Rackel, unmarried
1C	Gerald V. Weigle, Jr., unmarried
1D	Richard B. Wellinghoff, unmarried
2A	William M. Freedman, unmarried
2B	Prospect Hill Community Urban Redevelopment, Inc., an Ohio Corporation not for profit
2C	Julius Ernest Nachod, unmarried
2D	Wynne McCarthy Curry & Joseph B. Curry, husband and wife
3A	Katherine Dupee, & David Dupee, husband and wife
3B	Ellen D. Graf, unmarried
3C	David M. Cowan and Jane Cowan, husband and wife
3D	Richard P. Robinson & Wilma Robinson, husband and wife
4A	Prospect Hill Community Urban Redevelopment, Inc., an Ohio Corporation not for profit
4B	Gregory L. Adams, unmarried
4C	M. Vicky Mary, unmarried
4D	Prospect Hill Community Urban Redevelopment, Inc., an Ohio Corporation not for profit
4E	Dwight R. Kulwin, unmarried

Whereas, the parties enumerated hereinabove, are desirous of amending the Drawings attached to said Declaration and By-Laws and recorded in Plat Book 221, page 54-60, of the plat records of Hamilton County as aforesaid; and

Whereas, it is the intention of the parties hereto to resubmit said Drawings as amended to be re-recorded to reflect the assignment of certain garage units as limited common areas and facilities assigned to individual units, as that phase is defined in the Declaration, and further to reflect a correction in the original metes and bounds description which was attached to the Declaration as Exhibit A and a variance therefrom in the Drawings attached as Exhibit C.

With the exception of the amendments set forth hereinabove, no other changes or revisions are effected in the Declaration, By-Laws, or Drawings, and said Declaration, By-Laws and Drawings are reaffirmed by the incorporation herein by reference of each and every page thereof.

IN WITNESS WHEREOF, the parties hereto have executed this amendment

4231-1123

on the date first above mentioned.

Kathleen Lake  
W.B. Rosenberg

Kathleen Lake  
Bruce Zoltman

Kathleen Lake  
Bruce Zoltman

Kathleen Lake  
W.B. Rosenberg

Kathleen Lake  
Harriet A. Freedman

Linda M. Budai  
LINDA M. BUDAI

Robert E. Rackel  
ROBERT E. RACKEL

Gerald V. Weigle, Jr.  
GERALD V. WEIGLE, JR.

Richard B. Wellinchoff  
RICHARD B. WELLINGHOFF

William M. Freedman  
WILLIAM M. FREEDMAN

PROSPECT HILL COMMUNITY URBAN REDEVELOPMENT,  
INC., an Ohio corporation not for profit

BY: E. W. D. Jr.

BY: J. E. Nachod

Julius Ernest Nachod  
JULIUS ERNEST NACHOD

Wynne McCarthy Curry  
WYNNE MCCARTHY CURRY  
Joseph B. Curry  
JOSEPH B. CURRY

Katherine Dupee  
KATHERINE DUPEE

David B. Dupee  
DAVID DUPEE

Ellen D. Graf  
ELLEN D. GRAF

Weigle, Jr., and acknowledged the signing thereof to be his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30<sup>th</sup> day of September, 1980.

KATHLEEN A. LAKER  
Notary Public, Hamilton County, Ohio  
My Commission Expires March 29, 1982

  
NOTARY PUBLIC

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 30<sup>th</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared Richard B. Wellingshoff, and acknowledged the signing thereof to be his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30<sup>th</sup> day of September, 1980.

KATHLEEN A. LAKER  
Notary Public, Hamilton County, Ohio  
My Commission Expires March 29, 1982

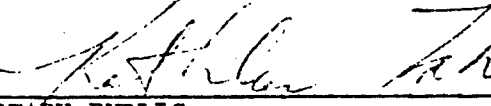
  
NOTARY PUBLIC

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 30<sup>th</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared William M. Freedman, and acknowledged the signing thereof to be his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30<sup>th</sup> day of September, 1980.

KATHLEEN A. LAKER  
Notary Public, Hamilton County, Ohio  
My Commission Expires March 29, 1982

  
NOTARY PUBLIC

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 30<sup>th</sup> day of September, 1980, before me, the subscriber, a Notary Public, in and for said County and State, personally came PROSPECT HILL COMMUNITY URBAN REDEVELOPMENT, INC., an Ohio corporation not for profit, by

, its , and by , its , who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of said officers, personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30<sup>th</sup> day of September, 1980.

KATHLEEN A. LAKER  
Notary Public, Hamilton County, Ohio  
My Commission Expires March 29, 1982

  
NOTARY PUBLIC

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 30<sup>th</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared Julius Ernst Nachod, unmarried and acknowledged the signing thereof to be their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30<sup>th</sup> day of September, 1980.

KATHLEEN A. LAKER  
Notary Public, Hamilton County, Ohio

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 2<sup>nd</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared Wynne McCarthy Curry & Joseph B. Curry, and acknowledged the signing thereof to be their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2<sup>nd</sup> day of September, 1980.

KATHLEEN A. LAKER  
Notary Public, Hamilton County, Ohio  
My Commission Expires March 29, 1982

NOTARY PUBLIC

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 2<sup>nd</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared Katherine Dupee, and acknowledged the signing thereof to be her free and voluntary act and deed. David Dupee

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2<sup>nd</sup> day of September, 1980.

KATHLEEN A. LAKER  
Notary Public, Hamilton County, Ohio  
My Commission Expires March 29, 1982

NOTARY PUBLIC

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 3<sup>rd</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared Ellen D. Graf, and acknowledged the signing thereof to be her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3<sup>rd</sup> day of September, 1980.

KATHLEEN A. LAKER  
Notary Public, Hamilton County, Ohio  
My Commission Expires March 29, 1982

NOTARY PUBLIC

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 3<sup>rd</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared David M. Cowan and Jane Cowan, and acknowledged the signing thereof to be their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3<sup>rd</sup> day of September, 1980.

KATHLEEN A. LAKER  
Notary Public, Hamilton County, Ohio  
My Commission Expires March 29, 1982

NOTARY PUBLIC

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 30<sup>th</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared Richard P. Robinson and Wilma Robinson, and acknowledged the signing thereof to be their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30<sup>th</sup> day of September, 1980.

KATHLEEN A. LAKER  
Notary Public, Hamilton County, Ohio  
My Commission Expires March 29, 1982

NOTARY PUBLIC

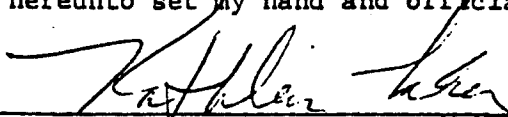
4231-1126

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 30<sup>th</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared Gregory L. Adams, and acknowledged the signing thereof to be his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30<sup>th</sup> day of September, 1980.

KATHLEEN A. LAKER  
Notary Public, Hamilton County, Ohio  
My Commission Expires March 29, 1982

  
NOTARY PUBLIC

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 30<sup>th</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared M. Vicky Mary, and acknowledged the signing thereof to be her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30<sup>th</sup> day of September, 1980.

KATHLEEN A. LAKER  
Notary Public, Hamilton County, Ohio  
My Commission Expires March 29, 1982

  
NOTARY PUBLIC

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 30<sup>th</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared Dwight R. Kulwin, and acknowledged the signing thereof to be his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30<sup>th</sup> day of September, 1980.

KATHLEEN A. LAKER  
Notary Public, Hamilton County, Ohio  
My Commission Expires March 29, 1982

  
NOTARY PUBLIC

DEED 4231 PC 1127

C. C. Koch  
Kathleen Laker  
Kathleen Laker  
Bruce Edman  
Kathleen Laker  
Bruce Edman  
Kathleen Laker  
W. B. Edman  
Kathleen Laker  
W. B. Edman

David M. Cowan  
 DAVID M. COWAN  
Jane Cowan  
 JANE COWAN  
Richard Robinson  
 RICHARD P. ROBINSON  
Wilma Robinson  
 WILMA ROBINSON  
Gregory L. Adams  
 GREGORY L. ADAMS  
M. Vicky Mary  
 M. VICKY MARY  
Dwight R. Kulwin  
 DWIGHT R. KULWIN

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 30<sup>th</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared Linda M. Budai, and acknowledged the signing thereof to be her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30<sup>th</sup> day of September, 1980.

KATHLEEN A. LAKER  
 Notary Public, Hamilton County, Ohio  
 My Commission Expires March 29, 1982

Kathleen Laker  
 NOTARY PUBLIC

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 30<sup>th</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared Robert E. Rackel, and acknowledged the signing thereof to be his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30<sup>th</sup> day of September, 1980.

KATHLEEN A. LAKER  
 Notary Public, Hamilton County, Ohio  
 My Commission Expires March 29, 1982

Kathleen Laker  
 NOTARY PUBLIC

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on the 30<sup>th</sup> day of September, 1980, before me, a notary public in and for said county and state, personally appeared Gerald V.



AFFIDAVIT

STATE OF OHIO )  
COUNTY OF HAMILTON ) SS:

Now comes DWIGHT R. KULWIN, Affiant, who resides at  
412 Liberty Hill Condominiums, Unit , Cincinnati, Ohio 45210,  
being duly cautioned and sworn, and states the following:

1. That Affiant is the duly elected President of the 412 Liberty Hill Condominium Unit Owners' Association, Inc.;
2. That, as President of said Association, he has caused to be mailed, a copy of the First Amendment to which this Affidavit is attached, to all mortgagees having bona fide claims of record, pursuant to Article XII of the Declaration of Condominium of the 412 Liberty Hill Condominium.
3. Further, Affiant sayeth naught.

Dwight R. Kulwin

Sworn to before me and subscribed in my presence this 1<sup>st</sup>  
day of ~~February~~, 1982.  
March

Bertha L. Dean  
NOTARY PUBLIC

BERTHA L. DEAN  
Notary Public, State of Ohio  
My Commission Expires March 6, 1986

DEED 4231 PG 1129

Exhibit A

Parcel I: Situate in the City of Cincinnati, Hamilton County, Ohio, to-wit: Beginning on the easterly side of Broadway at the southwesterly corner of Lot No. 4 of W.R. Morris' Subdivision as recorded in Deed Book 44, page 512, Hamilton County Recorder's Office; thence north on Broadway 21 feet and 6 inches; thence east at right angles with Broadway, 90 feet; thence South parallel with Broadway on the south line of Lot No. 4, 90 feet to Broadway, the place of beginning. Also a strip 3 feet in depth and 21 1/2 feet in length, in the rear of the above described property.

Parcel II: Situated in the City of Cincinnati, Hamilton County, Ohio, being all that certain lot of land on the eastern side of Broadway as laid down by William R. Morris on a plat as recorded in Deed Book No. 44, page 512 of the records of Hamilton County; commencing at a point 21 feet and 6 inches from the southwestern corner of Lot No. 4 and on the north line of a lot sold by Eden B. Reeder and Jane E. Reeder to Thomas Munnohan; thence running north on Broadway 21 feet and 6 inches thence at right angles with Broadway in an easterly direction 93 feet; thence south on a line parallel with Broadway 21 feet and 6 inches; thence west on a line at right angles with Broadway 93 feet to the place of beginning.

Parcel III: Situate in the County of Hamilton, State of Ohio and beginning at the northwest corner of East Liberty Street and Catlin Alley; thence northwardly along the west line of said Alley 208.68 feet; thence westwardly parallel with the south line of Milton Street, 100.61 feet; thence southwardly parallel with the west line of Catlin Alley 208.28 feet to the north line of East Liberty Street; thence eastwardly along the said north line of East Liberty Street to the place of beginning.

Parcel IV: Situate in the City of Cincinnati, County of Hamilton, and State of Ohio, and being part of Block #1, E.E. Slack and R. Boal's Subdivision and being more particularly described as follows: Beginning at a point in the west line of Cumber Street, said point being South 2°30' West, a distance of 236.00 feet from the southwest corner of Milton Street and Cumber Street; thence South 2°30' West along said west line of Cumber Street a distance of 14.00 feet to a point in the S.E. corner of Block #1, thence North 87°26' West along the south line of Block #1, a distance of 81 feet to a point in the east line of Catlin Alley, said point being the southwest corner of said Block #1; thence N. 2°30' East along the east line of Catlin Alley, a distance of 97.34 feet to a point; thence South 86°07' east a distance of 47.01 feet to a point; thence South 2°30' west, a distance of 71.40 feet to a point; thence South 49°40' East a distance of 17.73 feet to a point; thence South 87°26' east, a distance of 20.00 feet to a point in the west line of Cumber Street, the place of beginning.

82 MAR 12 410:01  
RECORDED  
INDEXED  
MAR 12 1901

ARTICLES OF INCORPORATION

OF

412 LIBERTY HILL CONDOMINIUM UNIT OWNERS ASSOCIATION

The undersigned, desiring to form a corporation, not for profit, under the Ohio Non-Profit Corporation Law §1702.01 to §1702.58, inclusive, of the Revised Code of Ohio, does hereby certify:

First. The name of said corporation shall be 412 LIBERTY HILL CONDOMINIUM UNIT OWNERS ASSOCIATION.

Second. The place in the State of Ohio where the principal office of the corporation is to be located is 1208 Sycamore Street, Cincinnati, Ohio, 45210.

Third. The purpose or purposes for which the corporation is formed are:

(a) To function as a unit owners association for condominium property as required by 5311.08, Revised Code of Ohio, and in connection therewith, to develop, maintain, improve, repair, alter, operate, administer, service and generally manage the condominium property of 412 Liberty Hill Condominium.

(b) To enforce all covenants, restrictions, reservations, servitudes, profits, licenses, conditions, agreements, easements and liens to which such condominium property is or may become subject and which the Association shall have the right to enforce;

(c) To represent and promote the welfare of its members generally, and to cooperate with municipal, county, state, and other public authorities for the promotion and betterment of the interests of such members;

(d) To purchase, lease or otherwise acquire, to hold and use, to sell, lease or otherwise dispose of, and to deal in or with personal property of any description and any interest therein;

(e) To purchase, lease or otherwise acquire, to invest in, hold, use and encumber, to sell, lease, exchange, transfer or otherwise dispose of, and to construct, develop, improve, equip, maintain and operate structures and real property of any description and any interest therein;

(f) To borrow money, to issue, sell and pledge its notes, bonds and other evidences of indebtedness, to secure any of its obligations by mortgage, pledge or deed of trust of all or any of its property, and to guarantee and secure obligations of any person, all to the extent necessary.

useful or conducive to carrying out any of the purposes of the corporation;

(g) To invest its funds in any shares or other securities of another corporation, business or undertaking or of a government, governmental authority or governmental subdivision; and,

(h) To do whatever is deemed necessary, useful or conducive to carrying out any of the purposes of the corporation and to exercise all other authority enjoyed by corporations generally by virtue of the provisions of the Ohio Non-Profit Corporation Law.

Nothing in these Articles of Incorporation or in the Code of Regulations shall authorize the corporation to, and the corporation shall not, enter into any transaction, carry on any activity, or engage in any business for pecuniary profit. The net earnings of the corporation, if any, shall not inure to the benefit of any incorporator, member, or any member of the Board of Managers or Trustees of the corporation, or any private individual.

The corporation shall not, and no clause of this Article Third shall be construed as authorizing the corporation to, do any act or enter any agreement or deal with real or personal property in a manner which would violate any provisions of Chapter 5311 of the Ohio Revised Code or any amendments thereto.

Fourth. As permitted by 1702.01(K) of the Ohio Revised Code, the Trustees of the corporations shall be designated the Board of Managers. The Board of Managers shall serve as the Trustees of the corporation and shall exercise all of the powers and have all of the duties of the Trustees as defined in Chapter 1702 of the Ohio Revised Code except as such powers may be limited by the provisions of Chapter 5311 of the Ohio Revised Code and by the provisions of the Declaration of Condominium Ownership for 412 LIBERTY HILL CONDOMINIUM.

The following persons shall serve the corporation as the Board of Managers until their respective successors shall be duly elected.

Fifth. Upon dissolution of the corporation, any assets remaining after payment or adequate provision for payment of all debts and obligations

of the corporation shall be expended in furtherance of the purposes set forth herein. If no successor in interest to the corporation is formed to administer the property of the corporation, its assets shall be distributed to its members according to a plan adopted and administered by the Board of Managers of the corporation, which plan shall comply with the requirements of Chapter 5311 of the Ohio Revised Code.

Sixth. No provisions of these Articles shall be construed to give this corporation powers to do any act in any manner whatsoever or deal with property of any description whatsoever which action or dealing would be forbidden a unit owners association under Chapter 5311 of the Ohio Revised Code.

IN WITNESS WHEREOF, the undersigned has subscribed his name on the \_\_\_\_\_ day of \_\_\_\_\_, 1978.

PHILIP R. ADELMAN

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the sole incorporator of 412 Liberty Hill Condominium Unit Owners Association, an Ohio corporation no for profit, with its principal office in Hamilton County Oh, hereby appoints Philip R. Adelman, whose address is 1208 Sycamore, Cincinnati, Ohio 45210 as the Association's original statutory agent.

PHILIP R. ADELMAN

THIS INSTRUMENT WAS PREPARED BY TERRANCE R. MONNIE  
NECKSTROTH, WAIS & MONNIE  
2414 Kroger Building  
Cincinnati, Ohio 45202  
Phone: (513) 381-5060

## CONDOMINIUM RULES AND REGULATIONS

### Rules contained in the Declaration

1. Purpose: The 412 Liberty Hill Condominium was built for the primary purpose of providing residential housing for the owners of seventeen (17) residential units situated therein. A unit owner may use a portion of his unit for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and provided further that such activities do not involve the personal services of any unit owner or occupant to a customer, or other person or client who comes to the condominium property and provided further that in no event shall any part of the property be used as a school or music studio. (Article III)
2. Obstruction of Common Areas and Facilities: There shall be no obstruction of, nor shall anything be stored in the common areas and facilities without the prior written consent of the Association except as hereinafter expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit. (Article III)
3. Hazardous Uses and Waste: Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance of the building or contents thereof without the prior written consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which would result in the cancellation of insurance on the building or contents thereof or any part of the common areas and facilities, or which would be in violation of any law. No waste shall be committed in the common area and facilities, or limited common areas and facilities. (Article III)
4. Exterior Surface of Buildings: Unit owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows other than draperies, curtains or blinds or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or other device shall be affixed to or placed upon the exterior walls or roof of any building or any part thereof, without the prior consent of the Association, other than those originally provided by the Developer. (Article III)
5. Animals and Pets: No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas and facilities or limited common areas,

except that dogs, cats, or other domestic household pets may be kept in a unit, subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further than any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Managers of the Association. (Article III)

6. Nuisances: No noxious or offensive activity shall be carried on in any unit or in the common areas or limited common areas and facilities; nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any other unit owners or occupants. (Article III)
7. Impairment of Structural Integrity of Building: Nothing shall be done in any unit or in, on or to the common areas and facilities or limited common areas and facilities, which would impair the structural integrity of the building or would structurally change any building. (Article III)
8. Laundry or Rubbish in Common Areas and Facilities: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities or limited common areas and facilities. The common areas and facilities and limited common areas and facilities shall be kept free and clear of rubbish, debris and other unsightly materials. (Article III)
9. Lounging or Storage in Common Areas and Facilities: There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs or any other personalty on any part of the common areas and facilities or limited common areas and facilities except in accordance with rules and regulations adopted by the Association. (Article III)
10. Prohibited Activities: Except as otherwise provided in this Declaration, no industry, business, trade, occupation or profession of any kind, commercial, religious, education or otherwise, designated for profit, altruism, exploration, or otherwise shall be conducted, maintained or permitted on any part of the condominium property, nor shall any "For Sale" or "For Rent" signs or any other window displays or advertisement be maintained or permitted on any part of the condominium property. The right is reserved by the Developer, or his agents and first mortgagees, to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit. In addition, the right is hereby given the Association or its representatives to place "For Sale" or "For Rent" signs on any unit or on the condo-

minium property, for the purpose of facilitating the disposal of units by any unit owner, or the Association. (Article III)

11. Alteration of Common Areas and Facilities: Nothing shall be altered or constructed in or removed from the common areas and facilities or limited common areas and facilities except as otherwise provided in this Declaration and except upon the written consent of the Association. (Article III)
12. Rental of Units: The respective units shall not be rented by the owners or occupants thereof for transient or hotel purposes, which shall be defined as: (a) Rental for any period less than thirty (30) days; or (b) Any rental if the occupants of the units are provided customary hotel services, such as room services for food and beverage, maid service, furnishing of laundry and linen and bell boy service. Other than the foregoing obligations, the owners of the respective units shall have the absolute right to lease the same provided that said lease is made subject to the covenants and restrictions in this Declaration and By-Laws of the Association, and further shall have the approval of Board of Managers of the Association. (Article III)
13. Nondiscrimination: No owner, including the Developer, or any employee, agent, or representative thereof, shall discriminate solely upon the basis of sex, race, color, creed, marital status or national origin, or age, in the sale, lease, or rental of any unit nor in the use of the common areas and facilities or limited common areas and facilities. (Article III)
14. Parking: No parking spaces other than those specifically designated for parking in this Declaration, or the drawings attached hereto, shall be used for parking of any vehicle. No parking of any truck (except pick-up trucks), boat, camper, trailer, recreational vehicle, or any other commercial or inoperable vehicle shall be allowed on any portion of the condominium property except as authorized by the Association. (Article III)
15. Maintenance of Units By the Association: The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each unit which contribute to the support of the building, excluding however, interior walls, ceiling, and floor surfaces. In addition, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of the utility services which may be located within the family unit boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be



the responsibility of an individual Unit Owner under any other provisions of the Declaration. (Article VI)

16. Maintenance of Units By the Unit Owner: The responsibility of each Unit Owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of his unit, and all internal installation of such unit such as appliances, heating, plumbing, electrical, air conditioning fixtures or installation, and any portion of any other utility service facility located within the unit boundaries or serving the unit, regardless of where the facilities are located.

(b) To maintain and repair all windows, doors, vestibule and entry ways of his unit, and fixtures therein, which are appurtenances to his unit as well as the limited common areas which serve his unit. The foregoing includes, without limitation a responsibility for all breakage, damage, malfunction and ordinary wear and tear of such appurtenances.

(c) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building.

(d) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the unit, unless the prior written consent of the Association is obtained.

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

(f) Not to make any alterations in the portions of the unit or the buildings which are not 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 building without first obtaining the prior written consent of the Board of Managers of the Association, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of the owner or owners for whose benefit such easement exists.

(g) Notwithstanding anything to the contrary contained herein, the Association shall have the right to maintain, replace, repair or decorate any limited common areas or any part thereof, whether due to the

failure of a unit owner to maintain, replace, repair or decorate or due to a desire of the Association, and the Association shall have the right to charge the particular unit owner with the expense thereof. Such expense shall be in addition to the common expense and shall be subject to the lien provisions of this Declaration. (Article VI)

17. No building, fence, wall, or other structure shall be erected or maintained upon the property, except any original construction nor shall any change or addition or alteration be made to the exterior of any buildings without the consent of sixty six and two-thirds ( $66 \frac{2}{3}$ ) of the unit owners. In the event any dispute arises between or among owners of condominium units involving or concerning rights to use or enjoy any portion of the property, concerning damage to any portion of the property or concerning the interpretation or application of any language of the Declaration or By-laws or Articles of Incorporation of the Association, unit owners shall each select an arbitrator of their choice and those arbitrators are to choose a third arbitrator to review the matter in dispute and make a decision accordingly. Such arbitrators shall have the right to establish such procedural rules as they find appropriate and they may gather facts and additional information from any other sources to assist them in arriving at a decision. By the acceptance of any right, title or interest or to the unit, each owner agrees to abide by the arbitration procedure herein established and waives his right to contest a decision of the arbitrators in court. (Article IX)

Additional Rules authorized in the By-Laws (Art. IV §5)

18. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and in these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

Proposed Rules

[See Exhibit A attached hereto]