

DECLARATION OF SUMMIT CHASE CONDOMINIUM

The undersigned, Summit Chase Limited Partnership, a limited partnership and the owner of the fee simple title to the tract of land hereinafter described, does hereby submit said land, all buildings, structures and improvements thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 531 of the Revised Code of Ohio, for the purpose of establishing a condominium property.

1. **Description of Land.** The legal description of the land which hereby becomes part of the Property is as follows:

Parcel A:

Situated in the State of Ohio, County of Franklin, and in the City of Grandview Heights:

Being all of Lot 8, and a part of Reserve 3 of the Urlin Terrace Subdivision (Plat Book 5, page 299, Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning at an iron pin set in the Easterly line of Urlin Avenue (70 feet wide), which said iron pin represents the Northwesterly corner of said Lot 8, and the Southwesterly corner of said Lot 12.

Thence South $84^{\circ} 06'$ East, along the South line of said Lot 12 and North line of said Lot 8, measure 169.80 (one hundred sixty-nine and 80/100) feet, to an iron pin set in the southeast corner of said Lot 12, and Northeast corner of said Lot 8, measure 169.80 (one hundred sixty-nine and 80/100) feet, to an iron pin set in the southeast corner of said Lot 12, and northeast corner of said Lot 8.

Thence South $84^{\circ} 32''$ East, (parallel to and 177.16 feet Southerly from, measured at right angles to, the Northerly line of said Lot 12, and Southerly line of Ridgway Addition, of record in Flat Book 10, page 322, Recorder's Office, Franklin County, Ohio) measure a distance of 219.30 (two hundred nineteen and 30/100) feet, to an iron pin;

Thence $5^{\circ} 30'$ West (parallel with the centerline of said Vacated Fairview Avenue and 220 feet Westerly there from, said two hundred twenty feet measured at right angles so said centerline) measure a total distance of 170.0 (one hundred seventy) feet;

Thence South $84^{\circ} 32'$ East (parallel with the South line of said Ridgway Addition) measure 125.0 (one hundred twenty-five) feet, to an iron pin;

Thence South $5^{\circ} 30'$ West (parallel with the centerline of said Vacated Fairview Avenue, and 95.0 feet Westerly there from, said ninety-five feet measured at right angles to said centerline) measure 302.69 (three hundred two and 69/100) feet, to an iron pin set in the Northerly line of Goodale Boulevard Southerly line of said Reserve 3;

Thence along the Northerly line of said Goodale Boulevard and Southerly line of said Reserve 3, and along the arc of a curve to the right radius 169.89 feet, to a point of tangent, the chord which bears South $80^{\circ} 28' 30''$ West, a chord distance of 87.99 (eighty seven and 99/100) feet, to an iron pin;

Thence North $84^{\circ} 31'$ West, measure 370.28 (three hundred seventy and 28/100) feet, to an iron pin set in a point of curve to the right (radius 59.84 feet) and which last said iron pin marked point of curve bears South $84^{\circ} 31'$ East, a distance of 60 (sixty) feet, from the intersection of the Easterly line of said Urlin Avenue (produced Southerly) and Northerly line of said Goodale Boulevard (produced Westerly);

Thence along the arc of a curve to the right radius (59.84 feet) to an iron pin set in a point of tangent in the Easterly line of said Urlin Avenue, the long chord to which bear North $390^{\circ} 26' 30''$ West, a chord distance of 84.74 (eighty four and 7) feet;

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Thence North 5° 38' East; along the Easterly line of said Urlin Avenue, measure 436.62 (four hundred thirty six and 62/100) feet; to the point of beginning, subject however to all easements of public record and of record in respective utility offices.

Parcel B:

Situated in the State of Ohio, County & Franklin, and in the city of Grandview Heights:

Being a part of Lot 12 (twelve) and a part of Reserve 3, of the Urlin Terrace Subdivision (Flat Book 5, page 299, Recorder's Office, Franklin County, Ohio) and a part of Fairview Avenue, where the Northerly line of said Lot 12, produced Easterly, and the South line of Ridgway Addition (of record in Flat Book IC, page 322 and 323, Recorder's Office, Franklin County, Ohio) intersect the same;

Thence North 84° .32' West (along the Southerly line of said Ridgway Addition) measure 350.00 feet (three hundred fifty and no/100) feet, to an iron pin set in the North line of said Lot 12;

Thence South 5 30' West (parallel with the centerline of said vacated Fairview Avenue) measure 177.16 (one hundred seventy seven and 16/100) feet, to an iron pin;

Thence South 84° degrees 32 minutes East (parallel to the South line of said Ridgway Addition, parallel also with the Northerly line of said Lot 12), measure 30.9 (one hundred thirty) feet to an iron pin;

Thence South 5° degrees 30 minutes West (parallel with the centerline of said vacated Fairview Avenue and 220 feet Westerly there from, said two hundred twenty feet measured at right angles to said centerline) measure a total distance of 170.0 (one hundred seventy) feet;

Thence South 84° 32' East (parallel with the South line of said Ridgway Addition) measure 125.0 (one hundred twenty five) feet to an iron pin;

Thence South 5° 30' West (parallel with the centerline of said vacated Fairview Avenue, and 95.0 feet Westerly there from, said ninety five feet measured at right angles to said centerline) measure 302.69 (three hundred two and 69/100) feet to an iron pin set in the Northerly line of Goodale Boulevard, and Southerly line of said Reserve 3;

Thence along the area of a curve to the left, having a radius of 169.89 (one hundred sixty nine and 89/100) feet, (the Northerly line of said Goodale Boulevard and Southerly line of said Reserve 3), to an iron pin, the chord to which bears north 49° 28' 20" East, a distance of 93.61 (ninety three and 61/100) feet;

Thence continuing along the Northerly line of Goodale Boulevard South 84° 30 East, measure 30.0 (thirty) feet, to an iron pin set in the centerline of said vacated Fairview Avenue:

Thence along the centerline of said vacated Fairview Avenue, North 5° 30' East, measure 582.54 (five hundred eighty two and 54/100) feet; to the point of beginning, subject however to all easements of public record and of record in respective utility offices.

2. ***Name of Property.*** The name by which the Property shall be known is Summit Chase Condominium.

3. ***Definitions.*** As used herein, the following words and phrases shall have the following meanings, unless the context requires otherwise:

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- (a) “Act” means Chapter 531 I of the Revised Code of Ohio, the Ohio Condominium Law, as amended from time to time.
- (b) “Association” means Summit Chase Condominium Unit Owners’ Association an Ohio nonprofit corporation –
- (c) “Board” means the Board of Managers of Summit Chase Condominium Unit Owners’ Association –
- (d) “Building” means the structural improvement located on the Parcel which contains residential units and forms part of the Property, as more specifically shown by the Drawings of said structural improvement attached hereto and incorporated herein. –
- (e) “Bylaws” means the Bylaws of Summit Chase Condominium Unit Owners’ Association attached hereto as Exhibit 33 and by this reference made a part hereof.
- (f) “Common Areas and Facilities” means all of the Property, except the Units, as more specifically described in Section 6 of this Declaration.
- (g) “Declarant” means Summit Chase Limited Partnership a limited partnership, and its successors and assigns, provided such successors and assigns are designated in writing by Declarant as a successor and assign of the rights of Declarant set forth herein.
- (h) “Declaration” means this instrument by which the Property is submitted to the Act, as this instrument may be lawfully amended from time to time.
- (i) “Drawings” means the survey plat of the Property prepared by Myers Surveying Company, attached hereto as Exhibit A are by this reference made a part hereof, and the architectural drawings of the Buildings and all other structures and improvements situated on the land described hereinbefore, prepared by E.A. Glendening, attached hereto as Exhibit B and by this reference made a part hereof. The Drawings shall be recorded simultaneously with the recording of this Declaration.
- (j) “Limited Common Areas and Facilities” means all Common Areas and Facilities serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Drawings or by the Board, Limited Common Areas and Facilities are sometimes identified as “Limited Common Elements” on the Drawings.
- (k) “Majority” or “majority of the Unit Owners” means the owners of more than fifty percent (50%) of the undivided ownership of the Common Areas and Facilities, any specific percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Areas and Facilities.
- (l) “Occupant” means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.
- (m) “Parcel” means the parcel or tract of real estate described above in this Declaration which is hereby submitted to the provisions of the Act.

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- (n) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (o) "Property" means the tract of land described hereinabove, all buildings; structures and improvements situated thereon and all easements, rights and appurtenance belonging thereto.
- (p) "Record or Recording" refers to the record or recording in the Office of the Recorder of Franklin County, Ohio.
- (q) "Unit" means a part of the Property, including one or more room situated on one or more floors of the building, so specified as a Unit and listed in Exhibit C attached to this Declaration, and set forth on the Drawings. Each Unit shall consist of the space enclosed and bounded by the perimeter walls, floors and ceilings thereof, as shown on said Drawings; provided, however, that no structural components of the building situated within such Unit and no part of the building situated within such Unit, which is necessary for the existence, support, maintenance, safety or comfort of any other part of the Building or the Property and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines, situated within such Unit and forming part of any system serving one or more other Units or the Common Areas and Facilities, shall be deemed to be a part of such Unit.
- (r) "Unit Owner" means the Person or Persons owning the fee simple estate in Unit.
4. **Description of Buildings.** The Property includes a single structure (the Building) which contains residential Units. The Building is comprised of twenty-two stories which are entirely above ground and two additional levels which are wholly or partially beneath the ground level. The stories above ground are numbered consecutively from 1 through 23 (from the ground level to the roof), except that there is no story numbered 13, and the underground levels are designated as Floor A; the upper level, and Floor B, the lower level. All residential Units in the Building are located on Floor A and the numbered stories of the Building, and the remainder of Floor A and all of Floor B or comprised of an underground parking facility and other Common Area and Facilities of the property. A small building adjacent to the driveway which approaches the front of the Building serves as an entrance to the Building and contains an entry foyer, a storage room, a stairway leading to Floor A and Floor B, and a room containing the mailboxes of all occupants of the Building. This entrance building is connected to the Building by an enclosed walkway which is flanked by two concrete reflecting pools. Equipment relating to the heating cooling air circulation; water heating and circulation, elevator, television antenna and other systems of the Building are housed in an enclosed structure situated on the roof of the Building (which is designated as the "Penthouse Mechanical Area" on the drawings attached hereto as Exhibit B). The principal materials of which the Building and the entrance building are constructed are concrete, concrete block, structural steel, wood, glass, plaster and brick, with the exterior walls being brick and the exterior roofs being built-up tar added gravel. The principal materials of which the enclosed walkway is constructed are concrete, structural steel and glass, with the exterior walls comprised principally of glass and the roof being built-up tar and gravel.
5. **Description of Units.** There are one hundred seventy-eight residential Units in the Building, eighty-nine of which are located entirely on one level or story of the Building and eighty-nine of which are located in part on two separate levels or stories of the Building. The one story Units, are distributed throughout the Building as follows: two one-story Units are situated on the first story of the building; seven one-story units are situated on each of the second, twelfth, fourteenth and fifteenth stories of the building; eight one story Units are situated on each of the ninth, tenth, sixteenth and twentieth stories of the building and nine one-story Units are situated on each of the fifth, sixth, and eighteenth stories of the building. The entrances to nine of the two-story Units are situated on each of the Floor A and the second, fifth, sixth, ninth, tenth, sixteenth, eighteenth and twentieth stories of the building, while the entrances to eight of the two-story Units are situated on the twenty-second story of the building. In some instances, the second stories of two-story Units are located on the story of the building next above the story on which the entrances it in which such Units

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are located, while in other instances, the second stories of two-story Units are located on the story of the building next below the story on which the entrances to such Units are located. The layout of each particular two-story Unit in this respect is shown on the drawings attached hereto as Exhibit B. None of the Units have basements. The boundaries of each Unit are the interior surfaces of its perimeter walls, floors and ceilings, provided, however, that no structural members of supporting walls and fixtures are other parts of the building which are necessary for the existence, support, maintenance, safety or comfort of any other part of the building or the Property, and no plumbing, electrical, heating, cooling and other utility or service fixtures, compressors, equipment, tanks, lines, pipes, wires, ducts and conduits situated within such Unit and forming part of any system serving one or more other Units or the Common Areas and facilities, shall constitute a part of such Unit, and further provided that windows and doors in a Unit's perimeter walls shall constitute Common Areas and Facilities. Each Unit has immediate access to hallways stairways and elevators leading to the lobby and exits from the building on the ground level and on Floor A and Floor B, which exits connect with yards, walks and driveways providing access to Urlin Avenue and Goodale Boulevard, both public streets. All particulars of the Units, the building, the entrance building and the enclosed walkway are shown graphically on the drawings attached hereto. The Units with entrances on Floor A are designated by a two-digit number, while the Units on the upper stories of the building have three or four-digit numerical designations. The first digit of said three-digit numerical designations and the first two digits of said four-digit numerical designations indicate the story of the building on which the entrance to the respective Unit is located. The legal description of each Unit shall consist of the identifying number of such unit as shown on the drawings, together with the name of the Property (Summit Chase Condominium) and the numbers of the volumes and initial pages of the Records of the Declaration and Drawings of the Property. Every deed lease, mortgage or other instrument of conveyance of an interest in a Unit of Summit Chase Condominium shall so describe the subject Unit; and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. No Unit Owner shall, by deed, plat, court decree or otherwise subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Drawings. A table of information is attached to this Declaration as Exhibit C, and by this reference made a part hereof, which sets forth the number designations for the Units and for each Unit a designation of numbers and letters combined or of numbers only which specifies which particular Unit type it is (as shown on the Drawings with Units having the same designation being similar in layout, design and construction), its respective percentage of interest in the Common Areas and Facilities, approximate living area in square feet (as measured from the midpoint of the Unit's perimeter walls), number of stories, number of rooms (exclusive of baths), number of baths and the approximate area in square feet of the patio or exterior balcony or balconies, if any, to which each Unit has immediate access.

6. ***Description of Common Areas and Facilities.*** The Common Areas and Facilities of the Property undivided interests in which are owned by the Unit Owners in such percentages as are expressed in Exhibit C attached hereto, consist of the Land described hereinbefore; walls, fixtures and other parts of the Building which are within the boundaries of any Unit but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the Property; and all parts of the Property situated outside the boundaries of the Units, including, without limitation, the windows and doors in the perimeter walls of each Unit, doorsills, balconies, patios, hallways, stairways, elevators and elevator shafts, lobby and foyer areas, party room or rooms, guest suite, management and maintenance offices, underground parking facility and office, storage areas, lockers and rooms, recreation room or rooms, sauna and exercise rooms, locker rooms (including the shower and toilet facilities), maintenance shop area, incinerator and/or compactor facility, refuse chute and shaft, loading

dock, laundry room, staff restrooms and lounges, office and commercial space leased to others, swimming pool and pool equipment, reflecting pools, all plumbing, electrical heating, cooling, air circulation, antenna and other utility or service fixtures, utility lines, equipment, compressors, boiler pumps, filters, gauges, meters, tanks lines, pipes, wires, ducts conduits and the moms, facilities and systems containing and comprising the same, decks, walks, railings, fences, walls, yards, drives, parking areas, private streets, foundations, columns, girders, beams, supports, supporting walls and roofs, the entrance building containing the entry foyer and the mailboxes of the Occupants, the carport roof extending northwest from the front of the entrance building, and the enclosed walkway connecting the entrance building with the Building containing the residential Units. Windows and doors in the perimeter walls of a Unit, and door-

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sills, balconies and patios are Limited Common Areas and Facilities and are reserved for the exclusive use of the Unit or Units from which there is direct access to each such Common Area and Facility or which each such Common Area and Facility is designed to serve. The parking spaces in the underground parking facility and the outdoor parking areas are also Common Areas and Facilities, and shall be used by the Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe. Parking spaces not so used by Unit Owners may be rented or otherwise allocated or used in such manner as the Board may prescribe. The lockers and storage spaces in the lower level storage areas and elsewhere are also Common Areas and Facilities, and the Owner or Owners of each Unit shall be entitled to the exclusive use of at least one such space, the particular space to be designated by the Board.

7. (a) **Association of Unit Owners and Administration and Operation of the Property.** There has been or will be formed an Association having the name "Summit Chase Condominium Unit Owners' Association," an Ohio non-profit corporation, which Association shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the Bylaws. The Bylaws for the Association shall be the Bylaws attached to the Declaration as Exhibit D and by this reference made a part hereof. The Board of Trustees of the Association then constitute the Board of Managers provided for in the Act and shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of the Declaration and Bylaws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be one hundred (100), and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Areas and Facilities, as set forth in Exhibit C attached hereto.

(b) **Management of Property.** The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the Managing Agent) to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (c) below. The cost of such services shall be a common expense, as defined in Section 10 below.

(c) **Management Contracts.** The Board may employ, engage or contract with a corporation, firm or other legal entity which is affiliated with Declarant or with any other person, firm, corporation or other legal entity, to provide the aforesaid services of a Managing Agent, and with such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay to such Managing Agent, persons, firms or corporations such compensation as it shall determine. The Board may delegate to any such Managing Agent, person, firm or corporation such administrative or ministerial duties as it determines. It is presently anticipated that the initial management contract for the Property shall be for a term commencing on the day this Declaration is recorded and terminating five (5) years thereafter, and shall provide for payment by the Association of an annual fee of Twenty Three Thousand Six Hundred Dollars (\$23,600.00).

(d) **Apartments for Building Personnel.** The Board shall have authority to lease, purchase and mortgage one or more Units or other residential quarters for a building manager and engineer. All consideration, rental or debt service, paid by the Association pursuant to any such purchase or lease agreement mortgage shall be a common expense, as defined in Section 10 hereof.

(e) **Indemnification of Members of the Board of Manager, Officers, Employees and Agents of the Association.** The Association shall indemnify and hold harmless any present or former member of the Board, officer, employee or agent of the Association to the extent and under the conditions specified in Article VI of the Bylaws.

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8. ***Ownership of the Common Areas and Facilities.*** Each Unit Owner shall be entitled to ownership of an undivided interest in the Common Areas and Facilities in such percentage as is expressed in Exhibit C, attached hereto. Said percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by a recorded amendment to this Declaration consented to in writing by all Unit Owners affected. The undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains, and shall be deemed conveyed or encumbered with such Unit even though such interest is not expressly mentioned or described in the deed, mortgage, lease or other instrument of conveyance or encumbrance.
9. ***Use of the Common Areas and Facilities.*** Each Unit Owner shall have the right to use the Common Areas and Facilities (except the Limited Common Areas and Facilities) in common with all other Unit Owners in accordance with the purposes for which they are intended, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. No Unit Owner may hinder or encroach upon the lawful rights of the other Unit Owners. Such right to use the Common Areas and Facilities shall extend to not only each Unit Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. Each Unit Owner shall also have the right to the exclusive use and possession of the Limited Common Areas and Facilities serving his Unit alone or with adjoining Units. Such rights to use the Common Areas and Facilities, including the Limited Common Areas and Facilities, shall be subject to and governed by the provisions of the Act, this Declaration, the Bylaws and the rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to any part of the Common Areas and Facilities, subject to the provisions of this Declaration and Bylaws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association pursuant to this Declaration and the Bylaws.
10. ***Common Expenses.*** Each Unit Owner, including Declarant, shall pay his proportionate share of the expenses of the administration and operation of the Common Areas and Facilities and of any other expenses incurred in conformance with the Declaration and Bylaws (which expenses are herein sometimes referred to as “common expenses”), including, but not limited to the cost of the maintenance and repair of the Common Areas and Facilities and any and all replacements and additions thereto. Such proportionate share of the common expenses for each Unit Owner shall be in accordance with his percentage of ownership in the Common Areas and Facilities. Payment of common expenses, including any prepayment thereof required by a contract for the sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Unit Owner shall be exempt from payment of his proportionate share of the common expenses by waiver or non-use of the Common Areas and Facilities or Limited Common Areas and Facilities, or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make such payment of the common expenses when due, the amount thereof together with interest thereon at the rate of 8% per annum, or such greater percentage as may then be permitted under the law of the State of Ohio, after said common expenses become due and payable, shall constitute a lien, on the interest of such Unit Owner in the Property as provided in the Act; provided, however, that such ‘lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner owned or held by a bank, insurance company, savings and loan association or other bona fide lender (hereinafter called a “First Lien holder”), except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which said First Lien holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage and cause a receiver to be appointed. This provision regarding the priority of the lien of a First Lien holder shall not be amended, changed, modified or rescinded without the prior written consent of all such First Lien holders.
11. ***Mortgages.*** Each Unit Owner shall have the right, subject to the provisions hereof, to make separate mortgages for his respective Unit, together with his respective ownership interest in the Common Areas and Facilities. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof, any mortgage or other lien on or affecting the Property or any part thereof except only to the extent of his own Unit and the respective percentage interest in the Common Areas and Facilities appurtenant thereto.

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12. ***Separate Real Estate Taxes.*** Real estate taxes and assessment shall be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Areas and Facilities, as provided in the Act. In the event that such taxes and /or assessments for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Areas and Facilities, and, in said event, such taxes shall be a common expense.
13. ***Insurance.*** The Board shall obtain in such amounts as it shall deem advisable, insurance for the benefit of all Unit Owners, their tenants and all persons lawfully in possession or control of any part of the Property (including officers, members of the Board and employees of the Association) against liability for death, personal injury or property damage arising from or relating to the Common Areas and Facilities, and upon such other property and against such other hazards and in such amounts as the Board may deem advisable. The Board shall retain in safekeeping any such policy for twenty (20) years after the expiration date of the policy. The Board shall further obtain for the benefit of all Unit Owners insurance on the building and all other structures of the Property against fire and those hazards ordinarily insured against in fire and extended coverage policies in Franklin County, Ohio in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than the actual replacement cost of such Building and structures (exclusive of the cost of foundations, footings and excavation) as determined from time to time by the insurer. The policy or policies insuring the Building and structures of the Property shall provide that any proceeds payable by reason of an insured loss shall be paid to the Board, who shall hold the same as trustees for the benefit of the insured there under as their respective interests may appear, and such proceeds shall be utilized to pay for the cost of repair or restoration of the part or parts of the Property damaged or destroyed. Any part of such proceeds not so utilized shall be paid to the insured in proportion of their respective interests therein. If any applicable insurance policy is not invalidated by such release, each Unit Owner shall be deemed to have released, all other Unit Owners from any liability for damage to or destruction of any part of the Property to the extent that all persons sustaining loss as a result of such damage or destruction are compensated by the insurance proceeds payable as a result of such loss. The cost of all insurance provided for herein shall be a common expense. The Board shall also have authority to and shall obtain in such amounts as it deems desirable workmen's compensation insurance and other liability insurance as it deems desirable insuring each Unit Owner, each mortgagee of record, if any, the Association, its officers, trustees, Board and employees, Declarant and the Managing Agent, if any, from liability in connection with the Common Areas and Facilities. The premiums for such insurance shall be a common expense.

The Board shall specifically have authority to and may obtain such insurance as it deems desirable in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association and member of any committee appointed pursuant to the Bylaws of the Association from liability arising from the fact that said person is or was trustee or officer of the Association, or a member of such a committee. The premiums for such insurance shall be a common expense.

Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and the contents of the Limited Common Areas and Facilities serving his Unit, including furnishings and personal property therein, and his personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses as above provided said Unit Owner may, at his option, obtain additional insurance.

14. ***Maintenance, Repairs and Replacements.*** Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit. Maintenance of, repairs to and replacements

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within the Common Areas and Facilities shall be the responsibility of and shall be **furnished** by the Association, and the cost thereof shall be part of the common expenses, subject to the Act, this Declaration, the Bylaws and the rules and regulations of the Association. The interior surfaces of all windows forming part of a perimeter wall of the Unit shall be cleaned and washed by or at the expense of the Unit Owner of the Unit. Each Unit is subject to the right of access for the purpose of maintenance, repair or service of any Common Area and Facility located within its boundaries or any portion of the Unit itself by persons so authorized by the Board.

All maintenance, repair, restoration and replacement of and additions to the Limited Common Areas and Facilities shall be done and performed only pursuant to authorization given by the Board, and the cost thereof shall be a common expense.

In the event that the Board is of the opinion that maintenance repair or service of any part of a Unit is necessary for public safety or in order to prevent damage to or destruction of any part of the Property, the Board may authorize such maintenance, repair or service to be done, unless a danger to public safety or such damage or destruction is imminent, such maintenance, repair or service may be authorized only after the Owner or Owners of the Unit needing the maintenance, repair or service shall have failed to have the same done within ten (10) days after written demand there is served upon him or them. The cost of any such maintenance, repair or service shall be assessed against the Owner or Owners of the Unit affected, and the Association may obtain and foreclose a lien therefore on the estate of interest of such Owner or Owners in such Unit and its percentage of interest in the Common Areas and Facilities in the same manner and to the same extent as if such cost were a common expense charged against such Unit.

If, due to the act of neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Areas and Facilities or to a Unit or Units owned by others, or maintenance, repair or replacements are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association.

15. ***Alterations, Additions or Improvements.*** Without the prior written consent of the Board, no Unit Owner shall have the right to paint, tile, wax, paper or otherwise finish, refinish or decorate any window or door in the perimeter wall of his Unit or any of the Common Areas and Facilities, including the Limited Common Areas and Facilities reserved for the exclusive use of his Unit. No Unit Owner shall have the right, without the prior written consent of the Board, to repair, service, alter, improve or add to any of the Common Areas and Facilities. Any Unit Owner may make alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Areas and Facilities, the Property, or any part thereof, resulting from such alterations, additions or improvements. Each Unit Owner hereby covenants and agrees, by the acceptance of a deed to his Unit, to keep his Unit and the Common Areas and Facilities of the Property (including the Limited

Common Areas and Facilities) free and clear of all liens for labor performed or materials, supplies or fuel furnished at the direction and/or expense of such Unit Owner for repair, replacement or improvement of any part of said Unit, the Common Areas and Facilities or the Limited Common Areas and Facilities. Any Unit Owner who arranges, directs or contracts for

such repairs, replacements or improvements shall pay the cost thereof in full and shall procure and deliver to the Board all affidavits of contractors and subcontractors, certificates of materialmen, and lien waivers or releases as required by Section 1311.04 of the Revised Code of Ohio, or any other applicable law, to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

16. ***Decorating.*** Each Unit Owner, at his own expense shall have the right to furnish and shall be responsible for all decorating within his own Unit and Limited Common Areas and Facilities serving his Unit, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other fur-

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nishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings of his Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense as may reasonable be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Areas and Facilities (other than interior surfaces within the Unit as above provided and other than Limited Common Areas and Facilities) and any redecorating of Units to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Areas and Facilities by the Association, shall be furnished by the Association as part of the common expenses.

17. ***Encroachments.*** If any portions of the Common Areas and Facilities shall appear to encroach upon any Unit, or if any Unit shall appear to encroach upon any portion of the Common Areas and Facilities, or if any Unit shall appear to encroach upon another Unit as the Common Areas and Facilities and Units are shown by the Drawings, there shall be deemed to be mutual easements in favor of the owners of the Common Areas and Facilities and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

18. ***Transfer of a Unit – First, Option to Association.***

A. ***Unrestricted Transfers.*** Subject to subparagraph B, below, a Unit Owner may, without restriction under this Declaration, sell, give, devise, lease or otherwise transfer his Unit or any interest therein to his spouse or to his child, parent, brother, sister, grandchild or descendant, or to anyone or more of them, or to any trustee of a trust, the sole beneficiary of which is the Unit Owner or his spouse, child parent, brother, sister, grandchild or descendant or any one or more of them. Notice of any such restricted transfer shall be given to the Board within five (5) days following consummation of such transfer.

B. ***Limit on Term of Lease.*** No Unit or interest therein shall be leased by a Unit Owner for a term greater than two (2) years. A copy of any lease of a Unit or interest therein, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations under the Declaration and Bylaws of the Unit Owner making such lease and the lease shall expressly so provide. The Unit Owner making such lease shall not be relieved thereby from, any of said obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing there under, the provisions below with respect to the Association's right of first option shall again apply to said Unit or interest therein.

C. ***Notice to Association of Certain Transfers.*** Whenever a Unit Owner shall propose to sell, give, lease, devise or otherwise transfer his Unit, or any interest therein, to any person or entity other than a person or entity described in sub-paragraph A of this Section 18, said Unit Owner shall give the Association no less than thirty (30) days prior written notice of the proposed transfer which notice shall briefly describe the type of transfer proposed by the Unit Owner and shall state the name, address and financial and character references of the proposed transferee. The notice shall also include a copy of the proposed lease contract for sale or other documents if any effecting said transfer.

D. ***Association's First Option.***

(1) ***If proposed Transfer is a Sale or Lease.*** If Unit Owner proposes to sell or lease his Unit or any interest therein to any person or entity *other* than a person or entity described in Sub-paragraph A of this Section 18, for a period of thirty (30) days following the date notice of said proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase or lease such Unit or interest therein from said Unit Owner (the "transferring party") upon the terms described in said notice.

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- (2) *If Proposed Transfer is a Gift.* If a Unit Owner proposes to make a gift of his Unit or any interest therein to any person or entity other than a person or entity described in Sub-paragraph A of this Section 18, for a period of thirty (30) days following the date of notice of said proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase such Unit or interest therein. The price to be paid by the Association for said Unit or interest therein shall be agreed upon by said Unit Owner (the “transferring party”) and the Association, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Sub-paragraph B of this Section 18.
- (3) *Proposed Transfer is Upon the Death of a Unit Owner.* If a Unit Owner dies and under applicable law his Unit or any interest therein is subject to a probate proceeding, then during a period of three(3) months after appointment of a personal representative of said deceased Unit Owner, the Association shall have the first right, at its option, to purchase said Unit or interest therein either from the devisee thereof named in the deceased Unit Owner’s will, if any, or from the appointed personal representative of such deceased Unit Owner who is empowered or authorized to sell the Unit or interest therein (the “transferring party”). However, the foregoing option shall not apply to any such transfer upon the death of a Unit Owner to a person or entity described in Sub-paragraph A of this Section 18. The price to be paid by the Association for said Unit or interest therein shall be agreed upon by the Association and said transferring party, or if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Sub-paragraph B of this Section 18.
- E. *Determination of Disputed Purchase price.* If the price to be paid by the Association for a Unit or interest therein pursuant to Subparagraph D(2) and (3) above is not promptly agreed upon, said price shall be equal to the fair market value of the Unit or interest therein as determined by an M.A.I. appraiser mutually agreed upon by, the transferring party and the Association, and, in the event of no prompt agreement on said appraiser, by a majority decision of three M.A.I. appraisers, one chosen by the transferring party, one chosen by the Association and the third chosen by the two appraisers. The cost of said appraiser or appraisers shall be paid one-half by the transferring party and one-half by the Association as a common expense.
- F. *Election Not to Exercise First Option.* The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the Association’s first option hereunder, and shall promptly give written notice of said election to the transferring party. Upon receipt of notice of a proposed transfer, the Board shall, within ten (10) days thereafter, hold a meeting of its members or poll all members for the purpose of voting upon whether the Board shall elect not to exercise the Association’s first option hereunder. The Association shall be deemed to have elected not to exercise its first option if either (i) the Association notifies the transferring party that it has elected not to exercise its option, or (ii) the Association fails to notify the transferring party, before expiration of the applicable option period provided herein, that the Association elects to exercise its option.

If the Association elects not to exercise its first option, in the case of a proposed sale, lease, or gift of a Unit or interest therein, the transferring party may proceed to close said proposed transfer any time within forty-five (45) days after said election. Thereafter, said transfer of the Unit, or any interest therein, shall again become subject to the Association’s right of first option, as provided herein.

A certificate executed by the President, Vice-President, Secretary or other duly authorized officer of the Association, certifying that the Association, by its Board, has elected not to exercise its first option, shall be conclusive evidence of such election and of a Unit Owner’s compliance with the provisions hereof. Such a certificate shall be furnished to a Unit Owner upon his compliance with the provisions hereof, provided the Unit Owner requests such certificate from the association in writing and pays the Association a reasonable fee for said certificate.

- G. *Election to Exercise First Option.* The Board shall have the authority to recommend to the Unit Owners that the Association elect to exercise its first option hereunder. Upon receipt of notice of a proposed transfer, the

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Board shall, with then (10) days thereafter, hold a meeting of its members or poll all members for the purpose of voting upon whether the Board should make such recommendation. In the event the Board decides not to recommend that the Association elect to exercise its option, then notice of the Board's decision shall be promptly given to the transferring party.

In the event the Board shall decide to recommend to the Unit Owners that the Association elected to exercise its option, the Board shall call and hold a meeting of all the Unit Owners within twenty (20) days following its determination to recommend such election for the purpose of voting upon whether the Association will elect to exercise its option. If Unit Owners owning not less than seventy-five percent (75% of the total ownership of the Common Areas and Facilities, by affirmative vote at such meeting or by written proxy or consent, elect to exercise the Association's option, then the Board shall promptly give written notice of said election to the transferring party.

The Association shall be deemed to have exercised its option hereunder if it tenders the required sum of money to the transferring party within the applicable option period provided herein.

- H. Association's Right to Purchase at Judicial Sale.* The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Unit or interest therein at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, or an order or direction of the court, or to any other involuntary sale, upon the consent or approval of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Areas and Facilities. Such consent shall be set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Unit or interest therein.
- I. Financing of Purchase by Association.* The Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Unit Owners, and other such financing arrangements as the Board may deem desirable in order to close and consummate the purchase or lease of a Unit or interest therein by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit or interest therein to be purchased or leased, and the percentage interest in the Common Areas and Facilities appurtenant thereto.
- J. Miscellaneous.*
- (1) A transfer of a lease of a Unit or interest therein by or to the Board, Declarant or the holder of any mortgage of a Unit which comes into possession of the mortgaged Unit pursuant to remedies provided in such mortgage, or pursuant to foreclosure of such mortgage, or pursuant to a deed (or assignment) in lieu of foreclosure of such mortgage, shall not be subject to the provisions of this Section 18.
 - (2) The Association shall hold title to or lease any Unit or interest therein, pursuant to the terms hereof, in the name of the Association or a nominee thereof delegated, by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, lease or sublease said Unit or any interest therein on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit or interest therein be sold for less than the amount paid by the Association to purchase said Unit or interest therein unless Unit Owners owning not less than seventy five percent (75%) of the total ownership of the Common Areas and Facilities first authorize the sale for such lesser amount.
 - (3) All notices referred to or required under this Section 18 shall be given in the manner provided in this Declaration for the giving of notices.
 - (4) The provisions of this Section 18 with respect to the Association's right of first option shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided therein, unless the provisions of this Section 18 are sooner rescinded or amended by the Unit Owners.

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- (5) The Board may from time to time adopt rules and regulations not inconsistent with the provisions of this Section 18 for the purpose of implementing and effectuating said provisions.
- (6) If any transfer or lease of a Unit is made or attempted without complying with the provisions of this Section 18, such transfer or lease shall be subject to each and all of the right and options of and remedies and actions available to the Association hereunder and otherwise.
- (7) Except as otherwise provided in Sections 10 and 20 hereof, and Article IV, Section 8 of the Bylaws with respect to transfers to First Lien holders, in the event of any transfer of a Unit or any interest therein the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

19. Use and Occupancy Restrictions

- A. *In General.* No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Areas and Facilities.

- B. *Residential Use.* Subject to the provisions of this Declaration and the Bylaws (including without limitation the right of the Association to lease or rent any part of the Common Areas and Facilities to others) the Property shall be used only for residential purposes and purposes appurtenant or incidental thereto. No Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto, or such other purposes permitted by this Declaration and the Bylaws, except that the professional and quasi-professional Unit Owners may use their residence as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to principal residential use and not in violation of said restrictions.
- C. *Use of Common Areas and Facilities.* The Common Areas and Facilities shall be used by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees in accordance with the provisions of Section 9 hereof; provided, however, that the laundry room, party room, guest suite, storage areas, swimming pool area and other areas designed for a specific use shall be used for the purposes approved by the Board, subject to such rules and regulations governing such use as may be promulgated by the Board. No Common Area and Facility shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of the Unit Owners and Occupants of the Property, and the use or operation of the Common Areas and Facilities shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement presently in existence or entered into by the Board at some future time affecting any part or all of the Common Areas and Facilities.

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- D. ***Special License Arrangements.*** That part of the Common Areas and Facilities separating and located between and exclusively serving two or more adjacent Units used together (including, without limitations, portions of any hallway and any walls) may be altered to afford ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when using such Common Areas and Facilities, and that part of the Common Areas and Facilities so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided that (a) the expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alteration; (b) such Unit Owner or Owners shall pay in full the expense of restoring such Common Areas and Facilities to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid; (c) such alteration shall not interfere with the use and enjoyment of the Common Areas and Facilities (other than the aforesaid part of the Common Areas and Facilities separating such adjacent Units) by other Unit Owners, including, without limitation, reasonable access and ingress to and egress from the other Units in the hallway affected by any such alteration.
- E. ***Temporary Structures.*** No structure of a temporary character, trailer, tent, shack, garage accessory building or outbuilding shall be used on the Property at any time as a residence, either temporary or permanent, and no boat or trailer shall be parked or stored at any time on the Property other than subject to any rules and regulations governing such storage which may be promulgated by the Board.
- F. ***Open Fires.*** No open fires shall be permitted on any part of the Common Areas and Facilities except in outside cooking grills or devices, and subject to any rules and regulations applicable thereto promulgated by the Board.
- G. ***Articles Displayed or Hung Outside Units.*** No Unit Owner shall display, hang, store or use any clothing, sheets, blankets laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than drapes, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board) or paint or decorate or adorn the outside of his Unit or install outside his Unit any radio or television antenna, or other equipment, fixtures or items of any kind without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board direction. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a balcony which is a Limited Common Area and Facility appurtenant to his Unit.
- H. ***Signs.*** Subject to the provisions in subparagraph below, no Unit Owner shall display, hang, store or use any sign outside his Unit in a hallway or elsewhere which may be visible from the outside of his Unit without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction.
- I. ***Use by Declarant.*** During the period of sale by the Declarant of any Units, Declarant and its agents, employees, contractors and sub-contractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Building and Property as may be required for purposes of said sale of Units while the Declarant owns any of the Units and until each Unit sold is occupied by the purchasers thereof. Declarant and its employees may use it to show more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as sales office and may maintain customary signs in connection therewith.
- J. ***Animals.*** No animals shall be raised, bred or kept in any Unit except for dogs, household cats and shall birds owned-as household pets by a Unit Owner, provided that said pet is not kept for any commercial purpose and provided that said pet shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that said pet shall not in the judgment of the Board constitute a nuisance to others.
- K. ***Trash.*** Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

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- L. **Storage.** Articles of personal property belonging to any Unit Owner such as baby carriages, bicycles, wagons, toys, furniture, clothing, and other articles shall not be stored or kept in the corridors, hallways, lobby, or other Common Areas and Facilities, except the common storage area and in the storage locker specifically designated for the respective Unit Owner by the Board or by the Managing Agent acting in accord with the Board's direction.
- M. **Wiring.** No Unit Owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's direction.
- N. **Carpeting.** To reduce noise for Units situated below them, the Unit Owners of all Units which have a Unit below them shall keep the floors of their Units (other than floors in kitchens and bathrooms) covered with carpeting or equivalent sound-resistant material.
20. **Remedies.**

All Unit Owners, their tenants and all persons lawfully in possession and control of any part of the Property shall comply with all covenants, conditions and restrictions set forth in the deed to which they are subject and the provisions of the Act, this Declaration, the Bylaws and the administrative rules and regulations adopted pursuant thereto, as any of the same may be lawfully amended from time to time, and any violation thereof shall be grounds for an action or proceedings brought by the Association, by a Unit Owner or Owners, or by both, including but not limited to the right to commence an action or proceedings against such defaulting Unit Owner and/or others for enforcement of an lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief as may be afforded by the Act, the Declaration, the Bylaws, or at law or in equity. All expenses of the Board in connection with any such actions or proceedings, including court costs and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%) per annum until paid, or such greater percentage as may then be permitted under applicable law, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Areas and Facilities of such defaulting Unit Owner and upon all of his additions and improvements thereto. Such lien shall be subordinate to the lien of the First Lien holder on the interest of such Unit Owner, except for the amount of the proportionate share of said common expenses which become due and payable from and after the date on which the said First Lien holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as a security) or files suit to foreclose its mortgage and causes a receiver to be appointed. At any judicial sale pursuant to the foreclosure of such lien of the Association, the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest at such judicial sale. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all First Lien holders.

In the event of any such default by any Unit Owner, the Board and the manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision contained herein shall give the Board the right, in addition to any other rights provided for in this Declaration or in the Act; (a) to enter upon the Unit, or any portion of the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure,

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thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents; shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

If any Unit Owner (either by his own conductor by the conduct of any other Occupant of his Unit) shall violate the Act, or any of the covenants or restrictions or provisions of this Declaration, the Bylaws or the rules and regulations adopted by the Board, and if such default or violation shall continue after notice to the Unit Owner in writing from the Board, or shall occur repeatedly after such written notice from the Board, thereupon an action in equity may be filed by the Board against such defaulting Unit Owner or Occupant for a decree of mandatory injunction against such defaulting Unit Owner or Occupant. 15

21. *Amendment.*

Unless otherwise expressly provided herein, this Declaration may be altered or amended at a meeting of the Unit Owners held for such purpose by the affirmative vote of those Unit Owners exercising not less than eighty percent (80%) of the voting power of all Unit Owners or the provisions of this Declaration may be altered or amended by an instrument in writing, setting forth such alteration or amendment, signed by Unit Owners owning not less than eighty percent (80%) of the total ownership of Common Areas and Facilities and acknowledged by such Unit Owners; provided, however, that in any event all mortgage lien holders of record have been notified by certified mail of such alteration or amendment.

However, if the Act, the Declaration or the Bylaws require the consent or agreement of all Unit Owners or of all mortgage lien holders for any action specified in the Act or in this Declaration then, any instrument altering or amending any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all such lien holders or both as required by the Act or this Declaration. No provisions in this Declaration may be altered or amended so as to conflict with the provisions of the Act.

A certificate setting forth any such alteration or amendment and the manner of its adoption shall be executed by the President, or a Vice President and by the Secretary or an Assistant Secretary of the Association in the manner provided for the execution of declarations under the Act, and an affidavit shall be executed by the Secretary or an Assistant Secretary of the Association certifying that such notification required hereunder has been given to all such mortgage lien holders of record. Copies of such certificate and affidavit shall be filed with the Auditor and Recorder of Franklin County, Ohio and such alteration or amendment shall be effective from the time copies of such certificate and affidavit are delivered to the Recorder for record.

22. *Notices.*

Notices provided from the Act, this Declaration or the Bylaws shall be in writing and shall be addressed to the Association Board at 1000 Urlin Avenue, Columbus, Ohio 43212, and to any Unit Owner, as the case may be, at the address of that Unit Owner's respective Unit, or at such other address as provided hereafter. The Association or Board may designate a different address or addresses for notices to them respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice of such change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail with postage prepaid or when delivered in person. Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

23. *Severability.*

If any provision of the Declaration or Bylaws or any section, sentence, clause, phrase word or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration and the Bylaws and of the application of any provision section, sentence, clause, phrase or word in any other circumstances shall not be af-

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fectured thereby and the remainder of this Declaration or the Bylaws shall be construed as if such invalid part was never included therein.

24. *Agent for Service of Process.*

Statutory Agent Corporation, 52 East Gay Street, Columbus, Ohio 43215, or any successor designated as the statutory agent of the Association, at the address designated for such successor statutory agent in the records of the Secretary of State of Ohio, is hereby appointed to receive service of process for the Association.

25. *Rights and Obligations.*

Each Unit Owner, by the acceptance of a deed of conveyance of his Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, lien and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at anytime any interest or estate in, the Property and shall inure to the benefit of each Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length each and every deed of conveyance or contract for conveyance.