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FOX RIDGE CONDOMINIUM UNIT OWNERS' ASSOCIATION DECLARATION
5643 Calais Drive
Springfield, Ohio 45503

Adopted May 21, 1998

FIRST AMENDMENT

To: AUDITOR'S OFFICE, CLARK COUNTY AND RECORDER'S OFFICE, CLARK COUNTY

At a special meeting of the FOX RIDGE CONDOMINIUM UNIT OWNERS' ASSOCIATION held on May 21, 1998, and in accordance with the FOX RIDGE CONDOMINIUM DECLARATION instrument ARTICLE XVIV, SECTION 1 (dated October 17, 1990) THE DECLARATION WAS AMENDED TO READ AS FOLLOWS:

ARTICLE III, Section 2:

(f) Vehicles. The Association may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas, including the Limited Common Areas, and may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other action as it, in its sole discretion, deems appropriate. (Exhibit A attached)

ARTICLE III, Section 2:

(n) Renting and Leasing. No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (l) rental for any period less than one (1) year; (Exhibit B attached)

ARTICLE XIV, Section 1:

Easements of Enjoyment; Limitations. Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right to access to and from his, her or its Unit, subject to the right of the Association to make reasonable rules and regulations concerning the use and management of the Common Areas, including Limited Common Areas, provided that no such rule or regulation shall limit or prohibit the right of the ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and Limited Common Areas and to ingress to and egress to the members of that Unit owner's family and to lawful occupants. (Exhibit C attached).

*Fox Ridge Condominium Unit
Jack Mounts, Chairman*
Jack Mounts, Chairman

Dick Wollenhaupt
Dick Wollenhaupt, President

Dated 8-24-98

State of Ohio)
County of Clark) ss

Sworn to and subscribed in my presence this 24 day of August, 1998.

WITNESS *Linda A. Mounts*

WITNESS *Brenda Spencer*

This instrument was prepared

By *Dick Wollenhaupt*

Donna M. Sherry
DONNA M. SHERRY
Notary Public, State of Ohio
My Commission Expires 7-16-2003

ARTICLE III

of Units, provided, however, that unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of unit owners and occupants, subject to such rules and regulations as may from time to time be promulgated by the Association.

(c) Limited Common Areas Uses. Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, as specified in this Declaration, subject to the restrictions on use of Common Areas and Limited Common Areas set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Association.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, unless authorized by the Association, and subject to such rules and regulations as the Association may adopt from time to time.

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

(f) Vehicles. The Association may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas, including the Limited Common Areas, and may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other action as it, in its sole discretion, deems appropriate.

(g) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs

ARTICLE III

(ii) the permitting of animals on the Common Areas shall be subject to such rules and regulations as the Association may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, the right to prohibit such pets entirely, and the right to levy fines against persons who do not clean up after their pets; and

(iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Association, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(l) Architectural Control. No buildings, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Association, as to harmony of external design, color and location in relation to surrounding structures and topography.

(m) Assessments. Each unit owner shall promptly pay all assessments imposed against his unit by the Association.

(n) Renting and Leasing. No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than one (1) year; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject to all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Association, and shall provide that the failure by the lessee to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. A copy of each lease of a Unit shall be provided to the Association prior to the date of commencement of the tenancy under that lease.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment: Limitations. Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right to access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Association to make reasonable rules and regulations concerning the use and management of the Common Areas, including the Limited Common Areas provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Units parking facilities. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and Limited Common Areas and to ingress to and egress to the members of that Unit owner's family and to lawful occupants.

Section 2. Right of Entry for Repair, Maintenance and Restoration.

The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property.

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

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