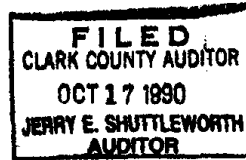


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DECLARATION OF CONDOMINIUM
FOX RIDGE CONDOMINIUM



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22 PAGE 279

This is the Declaration of "FOX RIDGE CONDOMINIUM" made on or as of the 17TH day of October, 1990, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. The M.K. Hufford Co., Inc. , "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

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

Definitions

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

1. "Additional Property" means land or improvements described in this Declaration that may be added in the future to the Condominium Property.

2. "Association" and "Fox Ridge Condominium Association, Inc." means the association created for the Condominium pursuant to the provisions of the condominium act.

3. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the board of trustees of the Association and established for the Condominium pursuant to the provisions of the Condominium Act.

4. "By-Laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium. A true copy of the By-Laws is attached hereto and made a part hereof.

5. "Common Areas" means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the provisions of the Condominium Act.

6. "Condominium" means the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

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

8. "Condominium Development" means a condominium property in which two or more individual dwelling units are offered for sale.

9. "Condominium instruments" means this Declaration, the By-Laws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit." Individual contracts for the sales of Units, and attachments thereto, are Condominium instruments.

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

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

12. "Declarant" means The M.K. Hufford Co., Inc., a corporation and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

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

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

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

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16. "Expandable Condominium Property" means a condominium property the original declaration of which reserves the right to add additional property.

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

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

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

20. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act.

21. "Unit owner" and "Unit owners" mean that person or those persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association.

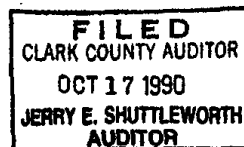
The Plan

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

ARTICLE I

THE LAND

SEE ATTACHED EXHIBIT "A"



Section 1. Reservation of Right to Expand condominium Property. The Declarant, M. K. Hufford Co, Inc., hereby expressly reserves the right and option to expand the condominium Property and there are no limitations on that option which would require an Unit Owner(s) to sign a consent to such expansion or to the documents which effect that expansions.

ARTICLE II

NAME

The name by which the Condominium shall be known is "Fox Ridge Condominium."

ARTICLE III

PURPOSES: RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee-simple interest may be conveyed, for use for single family residential living; to establish a unit owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

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

(a) Unit Uses. No Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing, it shall be permissible for the Declarant to maintain during the period of its sale of units, one or more units as sales models and office.

(b) Common Areas Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment

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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.

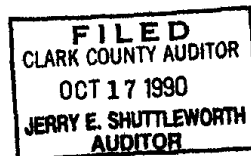
(c) Limited Common Areas Uses. Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, as specified in this Declaration, subject to the restrictions 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 in any way or for any purpose which may endanger the health of 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, and may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

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



regarding and regulating the use of the Common Areas, provided they are approved by the Association; (b) on the Common Areas and model Units, signs advertising the sale of Units, said signs not to exceed 3' x 4' in size and to be of a "professional" character.

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

(i) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas, which may impair the structural integrity of any improvement.

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

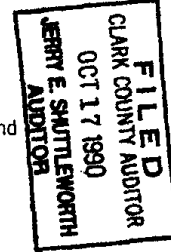
(k) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, if the Association elects to allow such pets, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that:

(i) no dogs shall be permitted in any portion of the Common Areas except on a leash maintained by a responsible person;

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(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 thirty (30) days; (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 in 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.

(o) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance of encumbrance. The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(p) Discrimination. No action shall at any time be taken by the Association which in any manner would discriminate against any Unit owner in favor of another.

(q) Arbitration. In the event of any dispute between Unit owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Association specifying the dispute. The Association shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three (3) days in advance. The Association shall thereupon hear such evidence on the dispute as the Association deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

ARTICLE IV

GENERAL DESCRIPTION OF BUILDINGS

The Condominium Property consists of the real property described in Article I herein upon which there are situated One Hundred and Fourteen (114) residential buildings containing a total of One Hundred and Fourteen

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(114) dwelling units, with each Unit containing a two car garage. Each dwelling Unit is a one-story Unit.

The principal materials of which the buildings are constructed are brick, masonry, wood, steel, aluminum, and other metals, glass, concrete block, asphalt shingles, dry wall, and other materials customarily used in construction of residential structures.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the Units is designated by the numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 97, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113 and 114 on the Drawings where that Unit is located.

Information concerning the Units, with a listing of proper Unit designations and location is shown on the drawings filed herewith.

Section 2. Composition of Units.

(a) Unit Composition. Each Unit consists of the space of the building designated by that Unit's designation on the Drawings that is bounded by the finished exterior surfaces of the perimeter walls, the underside of the floor, and the finished exterior of the roof (including the Unit's ceiling and attic), all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space of the entire unit, and all improvements within that space. Without limiting the generality of the foregoing, each Unit shall include:

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

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

(3) all fixtures and appliances installed ~~for the exclusive use~~

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of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, and air conditioning units and heat pumps, and components thereof, if any, serving only that Unit;

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

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

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

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

(8) all vent covers, grills, plate covers, and other coverings of space; excluding therefrom, however, all of the following items located within the bounds of that Unit:

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

(b) Unit Sizes; Locations and Components. The location of each part of each Unit is shown on the Drawings. The approximate area of each Unit interior, and the number of rooms are shown on the drawings filed herewith.

ARTICLE VI

COMMON AND LIMITED COMMON AREAS

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

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Section 2. Limited Common Areas - Description. Those portions of the Common Areas that are labeled or designated "LCA" or "Limited Common Areas" on the Drawings, are Limited Common Areas.

Each dwelling has as a limited common area and facility appurtenant to it, the use of which is limited to the dwelling unit, the front walk and the 16' paved drive running from the edge of the pavement to the unit's attached garage, which paved drive has been described on the drawings accompanying this Declaration.

Each dwelling unit also has as a limited common area and facility appurtenant to it, the use of which is limited to the dwelling unit, the porch situated at the front of the dwelling unit and any patio situated at the rear of the dwelling unit.

Section 3. Undivided Interest. The undivided interest in the Common Areas of each Unit is shown on the attached Drawings, and, in each case, is based on the following:

<u>UNIT NUMBER</u>	<u>FRACTIONAL INTEREST</u>
1	1/114TH
2	1/114TH
3	1/114TH
4	1/114TH
5	1/114TH
6	1/114TH
7	1/114TH
8	1/114TH
9	1/114TH
10	1/114TH
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21	1/114TH
22	1/114TH
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101	1/114TH
102	1/114TH
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111	1/114TH
112	1/114TH
113	1/114TH
114	1/114TH

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The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains. The undivided interest in the Common Areas of each unit owner may be reduced proportionately as additional property is added to the Condominium Property and Units are constructed thereon.

The undivided interest in the Common Areas and in fee title to the respective Units shall not be separated, or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit or may incorrectly identify the percentage of the undivided interest in the Common Areas

ARTICLE VII

UNIT OWNERS' ASSOCIATION

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

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

Section 3. Voting Rights. Each Unit owner shall be entitled to one vote for each Unit owned in fee-simple, and a proportionate part of a vote for ownership of a undivided fee-simple interest in a Unit.

Section 4. Authority. There shall be no Board of Managers of the Association. The Association shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess

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and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium Act, that are not specifically reserved to Unit owners.

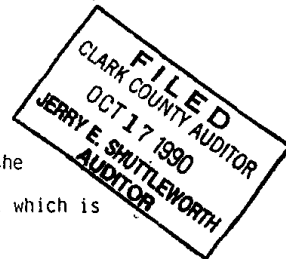
Section 5. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without penalty, on ninety (90) days written notice; shall not exceed one year unless renewed by agreements of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Association, if there is no managing agent, shall have the authority to enter into contracts with Declarant or one or more other firms or corporations affiliated with Declarant for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing and are terminable by the Association without cause and without penalty, on ninety (90) days written notice.

The decision by the Association not to have professional management, or to terminate professional management and assume self management, shall not be made without the consent of eligible holders of first mortgages on Units to which at least fifty-one per cent (51%) of votes of Units subject to such mortgages appertain.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business, which is



Clark County, Ohio, where the Condominium is situated, is:

Michael K. Hufford
1600 Fox Ridge Dr
Springfield, Ohio 45503

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association shall maintain and repair the Common Areas, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, and all buildings which are a part of the Common Areas, provided, however, it shall not be the responsibility of the Association to maintain any shrubs within Four (4) feet of a Unit.

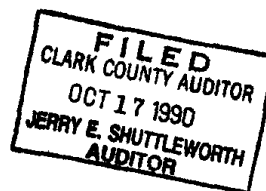
Section 2. Individual Responsibility. Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, and the respective limited common areas for each unit as referred to in ARTICLE VI, Section 2 herein.

In the event a Unit owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or limited Common Areas is caused by the negligent or intentional act of any Unit owner or occupant, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall, if paid for by the Association, constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Association.

ARTICLE X

UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. In the event any utility service is not separately metered the cost thereof shall be borne by each Unit owner in proportion to such Unit owner's interest in the Common Areas.



Section 1. Fire and Extended Coverage Insurance. The Association shall have the authority to and shall obtain insurance for all buildings and structures now or at any time hereafter "constituting a part of the Common Areas" against loss or damage by fire, lightning, and such other hazards as are ordinarily insured against by fire and extended coverage policies issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than eighty percent (80%) of the actual replacement costs of such buildings and structures, exclusive of the cost of foundations, footings and excavations, as determined from time to time by the insurer. This insurance:

(a) may provide for built-in or installed improvements, fixtures and equipment, and may provide for coverage of interior walls;

(b) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a financial rating of Class VI, or better, or, if Class V, has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide;

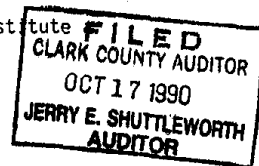
(c) shall be written in the name of the Association for the use and benefit of the Unit owners';

(d) shall contain or have attached the standard mortgagee clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of first mortgagees as their interests may appear;

The cost of this insurance shall be a common expense, payable by the Association, provided, however, if the Association so elects, each Unit owner shall, promptly upon receipt of an invoice for his, her or its share of the premium for that insurance, pay that Unit owner's respective share of the premium directly to the insurance company issuing that insurance.

A Unit owner's share shall be determined by multiplying the premium being apportioned by that owner's Unit undivided interest in the Common Areas.

If that premium is not paid by the Unit owner, it shall constitute



special individual Unit assessment, if paid by the Association, as hereinafter defined.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association and the Unit owners and occupants, with such limits as the Association may determine, covering claims for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Association. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner or occupant because of negligent acts of the Association or other Unit owners or occupants.

Section 3. Unit Owners' Insurance. Any Unit owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or occupant may determine, subject to the provisions hereof, and provided that no Unit owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants" improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Trustees, and all other Unit owners and occupants.

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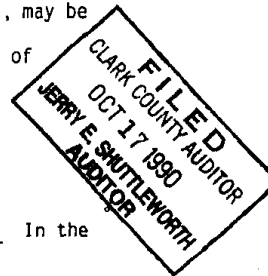
Section 4. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 5. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of this Declaration shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective undivided interests in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

ARTICLE XII

DAMAGE: RESTORATION: REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction. In the



event of substantial damage to or destruction of all Units in a residential building, The Association may, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain, determine not to repair or restore such damage or destruction. In such an event, all of the Condominium Property shall be sold as upon partition. In the event of any election not to repair or restore substantial damage or destruction, the net proceeds of insurance paid by reason of such damage or destruction shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interest may appear), in proportion to their percentage interests in Common Areas.

Section 2. Rehabilitation and renewal. The Association, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain, may determine that the Condominium is absolute in whole or in part and elect to have the same renewed and rehabilitated. The Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE XIII

CONDEMNATION

In the event any Unit or the Common Areas, or any portion thereof, are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the holders of first mortgages on the interest taken will have first priority, to the extent of their respective interests, with respect to distribution to such Unit of the net proceeds of any award or settlement. Each Unit owner shall give the holder of a first mortgage on that owner's Unit timely written notice of such proceeding or proposed acquisition.

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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, 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 Unit's parking facilities. Any Unit owner may delegate that Unit owner's right of enjoyment to the 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 for 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 improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

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Section 5. Easements for Utilities. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, not not limited to water, sewer, gas, telephone, electricity, master television antennas and cable television. By this easement it shall be expressly permissible for the providing utility company to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility company furnishing a service request a specific easement by separate recordable document, the Association shall have the right to grant such easement without conflicting with the terms hereof.

Section 6. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

Section 7. Easements Reserved to Declarant. A Non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and occupants of the area into which the Condominium may be expanded ("the additional property"), for ingress and egress to and from the additional property, and each part thereof, and a public street. Additionally, Declarant, for itself and its successors and assigns, reserves the right to extend and tie into main line utility lines in the Common Areas, as permitted by public authority and the utility company involved, to extend such lines into the additional property to service the same, until such time as control of the Condominium Property is assumed by the Association.

Section 8. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, hereby irrevocably appoints Declarant his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments

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as may be necessary or desirable, in the sole discretion of the Association's authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Association, the Declarant, and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

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

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

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

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

Section 3. Elements-Appportionment: Due Dates.

(a) Annual Operating Assessments.

(1) At the time of the filing of this Declaration, and prior to the beginning of each fiscal year of the Association thereafter, the Association shall estimate, and prorate among the Units on the basis of the percentage interest of each Unit in the Common Areas, common expenses of the Association consisting of the following:

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

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

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c. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in the amount deemed adequate by the Association;

d. an amount deemed adequate by the Association to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

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

(3) The annual operating assessment, in accordance with ARTICLE IV, Section 13 of the By-Laws of Fox Ridge Condominiums, shall initially be \$42.00 per month, payable yearly (\$504.00) in advance as of January 1, and the amount of this assessment shall be adjusted yearly.

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

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

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(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Association may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor without the prior consent of Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners and the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain.

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

(c) Special Individual Unit Assessments. The Association may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit owner and the cost of insurance premiums). Any such assessment shall become due and payable on such date as the Association determines, and gives written notice to the Unit owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been

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paid, when due, and assess each Unit owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Areas attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit owners.

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

Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

- (a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Association, at its option, without demand or notice, may:
 - (i) declare the entire unpaid balance of the assessment immediately due and payable, and
 - (ii) charge interest on the entire unpaid balance at the rate of ten percent (10%) per annum.
- (b) Annual operating and both types of special assessments, together with interest 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) 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 any part

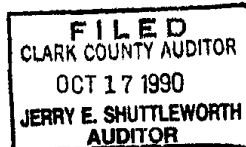
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of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Clark County, Ohio, pursuant to authorization given by the Association. The certificate shall contain a description of the Unit against which the lien 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) 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.

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

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



(g) The Association may file a lien or liens to secure payment of delinquent assessments, interest and costs, being 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 this regard, attorney's fees, interest and costs shall be added to the amount of any such assessment.

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

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit.

ARTICLE XVI

NOTICES TO MORTGAGEES

Any holder or insurer of a first mortgage, upon written request to the Association (which request states the name and address of such holder or insurer and the Unit designation), shall be entitled to timely written notice by the Association of:

1. any proposed amendment of the Condominium organizational documents effecting a change in:
 - (a) the boundaries of any Unit,
 - (b) the undivided interest in the Common Areas appertaining to any Unit or the liability for common expenses appertaining to any Unit; or
 - (c) the purposes to which any Unit or the Common Areas are restricted;

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- 2. any proposed termination of the Condominium as a condominium regime;
- 3. any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board obtains notice;
- 4. any significant damage or destruction to the Common Areas;
- 5. any decision by the Association not to restore substantial damage or destruction;
- 6. any decision by the Association to renew or rehabilitate the Condominium Property;
- 7. any decision by the Association to construct new capital improvements not replacing existing improvements;
- 8. times and places of Unit owners' meetings; and
- 9. any default under the Condominium organizational documents which gives rise to a cause of action against a Unit owner whose Unit is subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

The holder and/or insurer of a first mortgage on a unit shall be entitled, upon request, to:

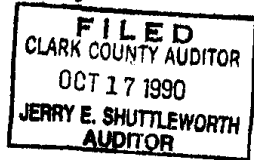
- a.) inspect the books and records of the owners' Association during normal business hours; and
- b.) require the preparation of, and, if preparation is required, receive an annual audited financial statement of the owner's Association for the immediately preceding fiscal year, except that such statement need not be furnished earlier than ninety (90) days following the end of such fiscal year.

All Unit owners shall have reasonable access to inspect the books, records and financial statements of the owners' Association, including annual audited financial statements when such are prepared.

ARTICLE XVII

CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1. General The Condominium act requires that certain information be provided in the Condominium instruments. Much of this is provided elsewhere in the Condominium organizational documents and in

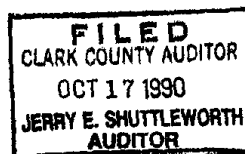


other documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following section of this article.

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of \$2,000.00 or more is held for more than 90 days, interest at the rate of at least 4% per annum for any period exceeding 90 days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

Section 3. Association Control. Except in its capacity as a Unit owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium Act. Declarant will maintain overall management control of the Association until seventy-five percent (75%) of the Units are initially sold, at which time control of the Association is to be assumed by the Association. Neither the Association or the Unit owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit owners other than Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit owners pursuant to the provisions of the By-Laws.

Section 4. Limited Warranty. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyers of a Unit from it, which are not enforceable by the buyers unless and until the sale of the Unit to the buyers is closed.



A. Units. Except as provided in subparagraph c, below, the Declarant warrants to provide and pay for the full costs of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arise within a period of one year from the date the deed to the buyers for that Unit is filed for record.

B. Common Areas and Facilities. The Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium as a whole, occasioned or necessitated by defects in material or workmanship, that arise within a period of two years from the date the deed is filed for record following the sale of the first unit in the Condominium to a purchaser in good faith for value.

C. Appliances, etc. In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances, if any, installed and furnished by the Declarant as part of the Unit, the Declarant assigns to the buyers all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items is limited to the Declarant's warranty that the same have been properly installed.

D. Extended Warranties. The Declarant assigns to the buyers any warranties made to the Declarant that exceed the time periods for warranties that the Declarant has given to the buyers by this limited warranty.

E. Limitations.

(1) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Declarant's cost, items containing defects covered by Declarant's warranty.

(2) No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

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(3) Implied warranties, if any, are limited to one year from the date on which the unit is deeded to the buyers, except to the extent, if any, that limitation is not lawful.

(4) These written warranties are the only express warranties the Declarant gives to the buyers unless additional warranties are included in a written contract between the Declarant and the buyer.

(5) Any request for service must be sent in writing to the Declarant at 1600 Fox Ridge Drive , Springfield, Ohio 45503, or at such other address as the Declarant may designate, from time to time, in writing to the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under warranty within thirty (30) days after receipt of the buyers' request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 A.M. to 5:00 P.M.

F. Other Rights. This written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under law.

Section 5. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit owner in its capacity as owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from the date this Declaration is filed for record.

ARTICLE XVIII

Section 1. Reservations of Right to Expand Condominium Property. The Declarant, M. K. Hufford Co., Inc. hereby expressly reserves the right and option to expand the Condominium Property and there are no limitations on that option which would require any Unit Owner(s) to sign a consent to such expansion or to the documents which effect that expansion.

Section 2. Time Limit for Expansion. The Declarant's option to expand the Condominium Property shall expire seven years from the date this Declaration of Condominium is filed for record with the Clark County, Ohio Recorder. Provided, however, that this time limit for exercise of

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the option to expand may be renewed for an additional seven years, at the option of the Declarant, exercisable within six months prior to the expiration of the original seven year period and with the consent of the majority of the Unit Owners other than the Declarant. The only circumstances that will terminate this expansion option prior to the time limits described above, would be completion of the entire projected possible development of this condominium by the inclusion of the maximum number of Three Hundred (300) units.

Section 3. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, and except as otherwise expressly limited, has the sole right, power and authority to expand the Condominium Property. No Unit Owner's consent is required to enable Declarant to expand the Condominium Property; except as herein set forth above.

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Section 4. Additional Property. A legal description by metes and bounds, of all additional property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this condominium is attached hereto and marked Exhibit "B" and referred to herein as the additional property.

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

Section 6. Manner of Expansion. There are no requirements that any particular portion or all of the additional property must be added to this condominium, nor is there any requirement that, if some portion of the additional property is added, all of any other particular portion of the additional property must be annexed to this Condominium Plan. There are no such limitations whatsoever with regard to expansion of the Condominium Property and any portions or all or none of the additional property may be annexed to this Condominium Development at different times or from time to

time, with there being no limitations fixing the boundaries of any such portions and no provisions regulating the order in which any portions may be so annexed. Further, there are no limitations as to the location of any improvements that may be made on any portion of the additional property added to this condominium except as set forth below.

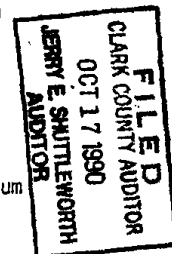
Section 7. Time for Adding Portions. Portions of the additional property may be added to the condominium property from time to time and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added excepting, however, that each portion added shall be contiguous at some point, to what then constitutes condominium property, so that at all times the entire condominium property shall be an integral and contiguous development.

Section 8. Improvement Location. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the additional property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 9. Maximum Number of Units. The maximum total number of Units that may be created on the additional property and added to the Condominium Property is One Hundred Eight Six (186) provided however, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units that may be constructed on all or any portion of the additional property that is not added to the Condominium Property. The maximum number of units per acre that may be created on any portion of the additional property is 5.

Section 10. Limitation as to Residential Use. To the extent any part or all of the additional land is added to the Condominium Development, all land so added and all units constructed thereon and included in this Condominium Plan shall be restricted exclusively to residential usage in the same manner as the units included within this condominium are so restricted.

Section 11. Compatibility of Structures. All structures erected on all or any portion of the additional property and added to the Condominium Property will be compatible with structures then on the Condominium



Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the additional property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building or variances in set-backs or locations of structures in relation to other improvements.

Section 12. Improvements other than Structures. If all or a portion of the additional property is added to the Condominium Property drives, patios, yard areas and other improvements similar to those then on the Condominium Property shall be constructed on that additional property, and no other non-structural improvements. Improvements other than structures added to the Condominium Property shall not include improvements except if substantially the same kind, style, design and quality as those improvements then on the Condominium Property.

Section 13. Types of Units. All units that are created on all or any portion of the additional property and added to the Condominium Property shall be substantially identical to and of the types of Units then on the Condominiums Property provided, however, that any such Units shall be deemed substantially identical notwithstanding changes in the interior layout of the units.

Section 14. Limited Common Areas. Declarant reserves the right with respect to all or any portion of the additional property added to the Condominium Property to create Limited Common Areas therein if substantially the same type, size and number as those areas then so designated as such in the Condominium Property. The precise size and number of such newly created Limited Common Area cannot be ascertained, because those facts will depend on how large each portion added may be the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

Section 15. Supplementary Drawings. Attached hereto and marked "Exhibit "C" is a plot plan showing the location and dimensions of the Condominium Property and the additional Property. Declarant does not consider any other drawings or plans, other than the Drawings, presently

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CLARK COUNTY AUDITOR
OCT 17 1990
JERRY E. SHUTTLEWORTH
AUDITOR

appropriate in supplementing the foregoing provisions of this article.^{WTE}
However, at such time as Declarant adds all or any portion of the additional property to the Condominium Property it shall file drawings and plans with respect to the additional property as required by the Condominium Act.

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

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

- a.) The added portion shall thereafter be subject to all of the terms and provisions hereof to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property; that is, the rights, easements, covenants, restrictions and assessments plan set forth herein shall run with and bind the added portion in the same force and effect as the terms of this Declaration apply to the Condominium Property;
- b.) The owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations and imbued with the same rights as all other members; and
- c.) The undivided interests of Units in the Common Areas, as so expanded, shall be reallocated as hereinbefore provided; and
- d.) In all other respects, the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgages and lessees thereof, with equal meaning and of like force and effect.

ARTICLE XVIV
AMENDMENTS

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JERRY E. SHUTTLEWORTH
AUDITOR

Section 1. Power to Amend. Except as hereinafter provided, amendment of this Declaration or the other Condominium organizational documents

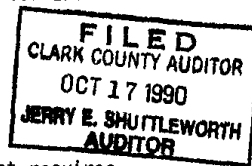
shall require the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners.

Notwithstanding the foregoing:

- (a) the consent of all Unit owners shall be required for any amendment effecting a change in:
 - (i) the boundaries of any Unit;
 - (ii) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto; provided, however, this provision shall not apply in the event additional property is added to the Condominium Property.
 - (iii) the number of votes in the Association appertaining to any Unit; or
 - (iv) the fundamental purposes to which any Unit or the Common Areas are restricted;
- (b) the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners and the consent of eligible holders of first mortgages on units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium.

Section 2. Method to Amend. An amendment to this Declaration, or the Drawings or the By-Laws, adopted with the consents hereinbefore provided, in a writing executed with the same formalities as this Declaration by two officers of the Association and containing a certification that the amendment was duly adopted in accordance with the foregoing provisions, shall be effective upon the filing of the same with the Auditor and Recorder of Clark County, Ohio.

ARTICLE XIX
GENERAL PROVISIONS

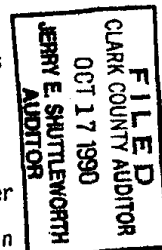


Section 1. Condominium Instruments. The Condominium act requires certain provisions and information to be provided in the "Condominium Instruments". Provisions regarding deposits, warranties and other items are set forth in individual Unit sales contracts and attachments thereto, in the cases of sales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

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

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

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



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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 17th day of OCTOBER, 1990.

Signed and Acknowledged in the presence of: *[Signature]*

M.K. HUFFORD CO., INC.
By: *[Signature]*
Michael K. Hufford, its President

[Signature]
STATE OF OHIO }
COUNTY OF CLARK } ss:

Before me, a Notary Public in and for said State and County, personally appeared the above named M.K. Hufford Co, Inc. by MICHAEL K. HUFFORD, 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 him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Springfield, Ohio, this 17th day of OCTOBER, 1990.

[Signature]
Notary Public - State of Ohio

CERTIFICATE OF AUDITOR

A copy of the foregoing Declaration, with By-Laws and Drawings was filed with this office on the 17 day of Oct, 1990

[Signature]
CLARK County Auditor
[Signature]
Deputy Auditor

THIS INSTRUMENT PREPARED BY: *[Signature]*
GERALD E. SCHMENK
SCHMENK, SPENCER & HASSELBACH, ATTORNEYS AT LAW
City Place Center, 20 North Limestone Street
Springfield, Ohio 45502

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'90 OCT 17 PM 12 33
NANCY PENCE, RECORDER
CLARK COUNTY OHIO
[Signature]

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CLARK COUNTY AUDITOR
OCT 17 1990
JERRY E. SHUTTLEWORTH
AUDITOR

EXHIBIT "A"

Situate in the State of Ohio, County of Clark, Township of Moorefield, and being part of the northwest quarter of Section 22, Town 5, Range 10, Between the Miami Rivers Survey, and being described as follows;

Beginning at the northeast corner of Lot #1958 as numbered and designated on the plat of Northridge Subdivision No. 15 recorded in volume 12, page 61 of the plat records of Clark County, Ohio, said point of beginning being northerly 203.08 feet and easterly 150.00 feet from the intersection of the centerline of Ridgewood Road East with the centerline of McGillivray Avenue;

thence, North 5 degrees 26 minutes 16 seconds East, 89.21 feet to the northeast corner of Lot #1 as numbered and designated on the plat of Fox Ridge Subdivision No. Two recorded in volume 75 page 401 of the plat records of Clark County, Ohio;

thence with the north line of said Lot #1, North 84 degrees 33 minutes 44 seconds West, 120.00 feet to the east line of Ridgewood Road East;

thence with the east line of Ridgewood Road East, North 5 degrees 26 minutes 16 seconds East, 191.61 feet;

thence, South 84 degrees 33 minutes 44 seconds East, 155.98 feet;

thence, North 5 degrees 26 minutes 11 seconds East, 689.60 feet;

thence, South 84 degrees 56 minutes 14 seconds East, 1205.70 feet;

thence, South 6 degrees 28 minutes 05 seconds East, 343.57;

thence, South 85 degrees 00 minutes 17 seconds East, 497.49 feet to a point on the west line of a 1.1398 acre tract described in a deed to Chester Pilcher recorded in volume 834, page 428 of the deed records of Clark County, Ohio;

thence with part of the west line of said 1.1398 acre tract, South 4 degrees 59 minutes 43 seconds West 483.90 feet to an iron bar (found) at the south west corner of a 1.1420 acre tract described in deed to Larry E. Hufford and Laura Hufford recorded in volume 833, page 218 of the deed records of Clark County, Ohio;

thence with part of the south line of said 1.14 acre tract, South 84 degrees 53 minutes 45 seconds East, 40.51 feet to a 5/8" re-bar with a metal cap (set) at the northwest corner of a 1.00 acre tract described in deed to Garry L. Waugh and Judith A. Waugh recorded in volume 717, page 657 of the deed records of Clark County, Ohio;

thence with the west line of said 1.00 acre tract, South 4 degrees 59 minutes 35 seconds West, 150.19 feet to a 5/8" re-bar with metal cap (set) at the southwest corner thereof;

thence with part of the south line of premises described in deed to Mike Hufford and Sherri Hufford recorded volume 832, page 16, Tract IV, of the deed records of Clark County, Ohio, North 84 degrees 56 minutes 14 seconds West, 1855.45 feet to the point of beginning and containing 36.332 acres, subject, however, to all rights-of-way, easements, and restrictions of record;

Being part of the premises described in deed to Mike Hufford and Sherri Hufford recorded in volume 832, page 16 Tract IV, of the deed records of Clark County, Ohio.

The above description is based on an actual field survey dated October 8, 1990 by Terry A. Hoppes, Professional Surveyor No. 6352. Basis of bearings is Grid North, State Plane Coordinate System, Ohio, South Zone.

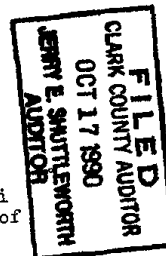


EXHIBIT "B"

M. and S. Hufford
132.491 Acres
Pt. NW 1/4 22-5-10, Pt. NE 1/4 28-5-10
Oct. 10, 1990 689
(All of Hufford property south of Willow Road and west of Middle
Urbana Road, excluding Fox Ridge Sections 1 and 2 and Fox Ridge
Condominium)

Situate in the State of Ohio, County of Clark, Township of Moorefield,
and being part of the northwest quarter of Section 22 Town 5 Range 10
and part of the northeast quarter of Section 28 Town 5 Range 10,
Between the Miami Rivers Survey, and being described as follows:

Beginning on the centerline of Willow Road, the same being the
north line of Section 22 Town 5 Range 10, BMRS, South 84 degrees
53 minutes 40 seconds East, 47.20 feet from a stone (found) at the
northwest corner of said Section 22;

thence with the north line of said Section 22 and the centerline
of Willow Road, South 84 degrees 53 minutes 40 seconds East,
1149.63 feet to the northwest corner of Fox Ridge Section 1
recorded volume 15 page 310 of the plat records of Clark County,
Ohio;

thence with the west line of said Fox Ridge Section 1, South 5
degrees 06 minutes 20 seconds West, 321.50 feet to the southwest
corner thereof;

thence with the south line of said plat and its eastward
projection, South 84 degrees 53 minutes 40 seconds East, 1200.28
feet to the southeast corner of premises described in deed to
Ernest L. and Birdus Faye Smith recorded volume 840 page 139 of
the deed records of Clark County, Ohio;

thence with part of the west line of a 1.5826 Acre tract, south 5
degrees 04 minutes 01 seconds West, 109.14 feet to the southwest
corner thereof;

thence with the south line of said tract, South 85 degrees 00
minutes 34 seconds East, 319.60 feet to the centerline of Middle
Urbana Road;

thence with the centerline of Middle Urbana Road, South 4 degrees
59 minutes 37 seconds West, 1525.50 feet to the northeast corner
of a 1.14 Acre tract described in deed to Chester Pilcher recorded
volume 834 page 428 of the deed records of Clark County, Ohio;

thence with the north line of said 1.14 Acre tract, North 85
degrees 00 minutes 29 seconds West, 330.90 feet to the northwest
corner thereof;

thence with part of the west line of said 1.14 Acre tract, South 4
degrees 59 minutes 43 seconds West, 116.02 feet to the northeast
corner of Fox Ridge Condominiums;

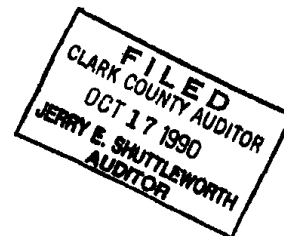


EXHIBIT "B", cont.

M. and S. Hufford
 132.491 Acres
 Pt. NW 1/4 22-5-10, Pt. NE 1/4 28-5-10
 Oct. 10, 1990 689
 (All of Hufford property south of Willow Road and west of Middle
 Urbana Road, excluding Fox Ridge Sections 1 and 2 and Fox Ridge
 Condominium)

thence along the North line of said Fox Ridge Condominium the
 following courses:

North 85 degrees 00 minutes 17 seconds West, 497.48 feet;
 North 6 degrees 28 minutes 05 seconds West, 343.57 feet;
 North 84 degrees 56 minutes 14 seconds West, 1205.70 feet;
 South 5 degrees 26 minutes 11 seconds West, 689.60 feet;
 North 84 degrees 33 minutes 44 seconds West, 155.98 feet;
 South 5 degrees 26 minutes 16 seconds West, 41.00 feet to the
 northeasterly terminus of Ridgewood Road East, as shown on
 the plat of Fox Ridge Section Two recorded volume 45 page
401 of the plat records of Clark County, Ohio;

thence with the north line of said Fox Ridge Section Two, North 84
 degrees 33 minutes 44 seconds West, 180.00 feet to the northwest
 corner thereof;

thence with the west line of said Fox Ridge Section Two and its
 southward projection, South 5 degrees 26 minutes 16 seconds West,
 241.79 feet to the northwest corner of Lot #1957 as numbered and
 designated on the plat of Northridge Subdivision No. 15 recorded
 volume 12 page 61 of the plat records of Clark County, Ohio;

thence with the north line of said subdivision, North 84 degrees
 56 minutes 14 seconds West, 290.00 feet to a stone (found) at the
 northwest corner thereof;

thence with the west line of said Section 22, North 5 degrees 24
 minutes 55 seconds East, 367.97 feet to the southeast corner of
 premises described in deed to Sherri Hufford and Mike Hufford
 recorded volume 832 page 16 Tract VII of the deed records of Clark
 County, Ohio;

thence with the south line of said Hufford premises, North 84
 degrees 37 minutes 20 seconds West, 372.80 feet to the southwest
 corner thereof;

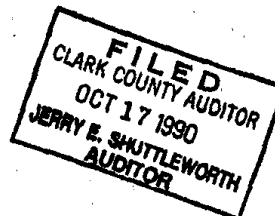


EXHIBIT "B", cont.

M. and S. Hufford
132.491 Acres
Pt. NW 1/4 22-5-10, Pt. NE 1/4 28-5-10
Oct. 10, 1990 689
(All of Hufford property south of Willow Road and west of Middle Urbana Road, excluding Fox Ridge Sections 1 and 2 and Fox Ridge Condominium)

thence with the west line of said Hufford premises, North 5 degrees 24 minutes 55 seconds East, 180.68 feet to the northwest corner of a 1.7822 Acre tract;

thence with the centerline of Willow Road, South 84 degrees 17 minutes 19 seconds East, 180.68 feet to the northwest corner of a 1.7822 Acre tract;

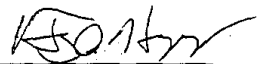
thence with the west line of said tract, South 5 degrees 41 minutes 31 seconds West, 321.00 feet to the southwest corner thereof;

thence with the south line of said 1.7822 Acre tract, South 84 degrees 18 minutes 07 seconds East, 243.60 feet to the southeast corner thereof;

thence with the east line of said premises, North 4 degrees 55 minutes 57 seconds East, 323.66 feet to the point of beginning and containing 132.491 Acres, subject, however, to all rights-of-way, easements, and restrictions of record;

Being part of the premises described in deed to Sherri Hufford and Mike Hufford recorded volume 832 page 15 of the deed records of Clark County, Ohio.

The above description is based was compiled from existing records and does not represent a field survey pursuant to 4733.37 Ohio Administrative Code.


Terry A. Hoppes
PS No. 6352

j6/89/25

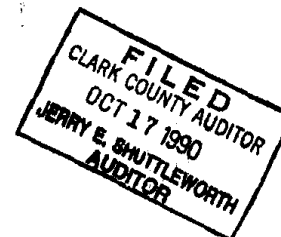
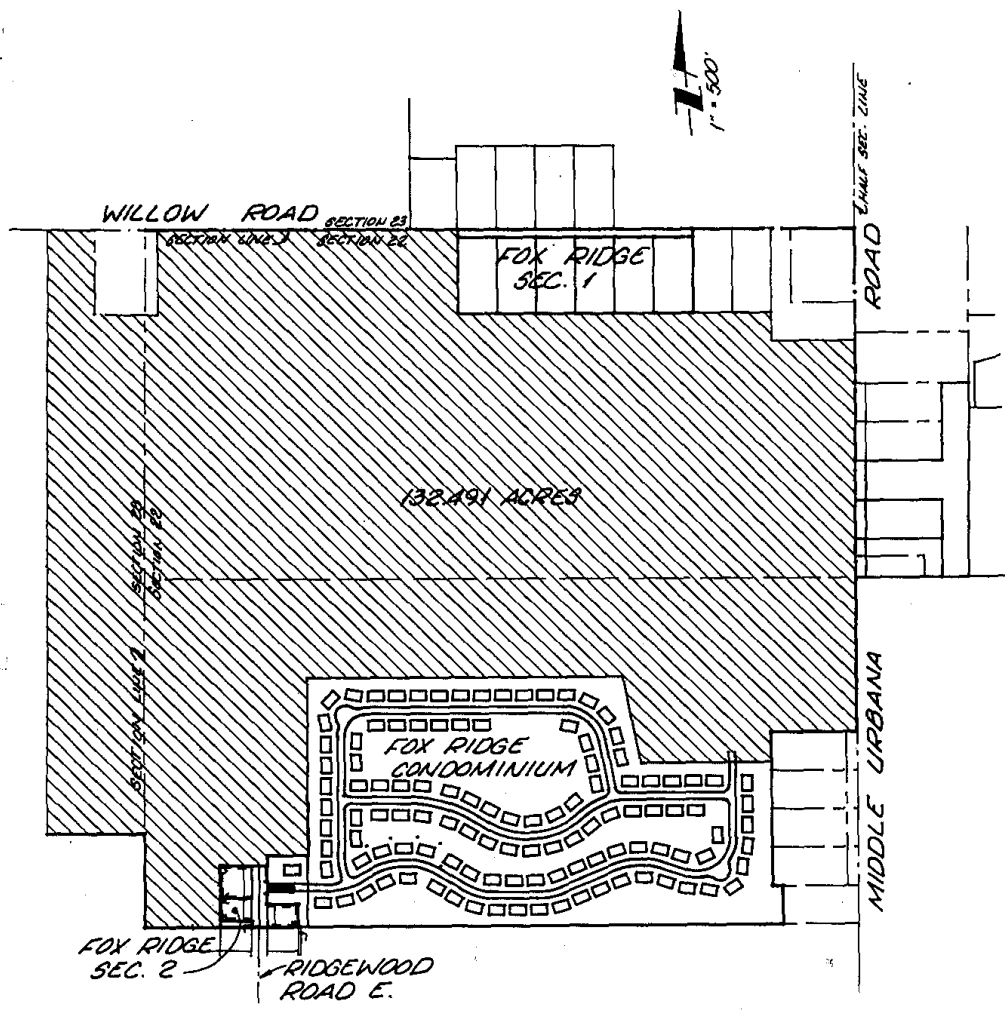


EXHIBIT "C"

FOX RIDGE CONDOMINIUM
AND REMAINING LANDS

Pl. N.W. 1/4 SEC. 22, T-5, R-10, B.M.R.S.
Pl. N.E. 1/4 SEC. 28, T-5, R-10, B.M.R.S.
MOOREFIELD TOWNSHIP
CLARK COUNTY, OHIO
OCT. 10, 1990



FILED
CLARK COUNTY AUDITOR
OCT 17 1990
JERRY E. SHUTTLEWORTH
AUDITOR

BY-LAWS
 OF
 FOX RIDGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

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

ARTICLE II
DEFINITIONS

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

ARTICLE III
UNIT OWNERS (MEMBERS)

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

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

Section 3. Special Meetings. Special meetings of the Unit owners may be called at any time by the president or by the Board, upon written request of Unit owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners, and when required by the Condominium act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the ciation, or supplied by such Unit owner to the Association for the purpose of notice. Notices of all meetings are deemed complete when mailed to the address of the member as shown on the records of the Association. Notices shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The Unit owners present, in person or by proxy, at any duly called and noticed meeting of Unit owners, shall constitute a quorum for such meeting.

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

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

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than a majority of the voting power of Unit owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

ARTICLE IV

BOARD OF TRUSTEES: (BOARD OF MANAGERS)

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

Section 2. Successor Trustees. The number, times of election and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration and these By-Laws.

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

Section 4. Nomination. Nominations for the election of Trustees to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their

proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

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

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

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

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

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

Section 11. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- (b) obtain insurance covering no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Areas;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- (g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);
- (h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium organizational documents); and

- (j) do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

Section 13. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or any special meeting when such statement is requested in writing by Unit owners representing one-half (1/2) or more of the voting power of Unit owners;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
- (i) fix the amount of assessments against each Unit;
 - (ii) give written notice of each assessment to every Unit owner subject thereto within the time limits set forth therein; and
 - (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit owner(s) personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (f) cause all officers or employees handling Association funds to be bonded;
- (g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

- (h) cause the restrictions created by the Declaration to be enforced; and
- (i) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a President, a Secretary, a Treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Trustee. The same person may hold more than one office.

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

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

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

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

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

- (b) Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit owners, keep appropriate current records showing the names of Unit owners of the Association together with their addresses, and shall act in the place and stead of the President in the event of the President's absence or refusal to act.
- (c) Treasurer. The Treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit owners.

ARTICLE VI

COMMITTEES

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

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit owners and the holders and insurers of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit owners, lenders and their insurers, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

ARTICLE VIII

AUDITS

Upon written request to the Association by an institutional first mortgagee of a Unit, or its insurer, or by vote of the holders of a majority of the voting power of Unit owners, the Board shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

AMENDMENTS

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

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these By-Laws to be duly adopted on or as of the 17th day of OCTOBER, 1990.

FOX RIDGE CONDOMINIUM ASSOCIATION INC.

By: Michael K. Huff
Michael K. Hufford, Its President