

DECLARATIONS

CREATING AND ESTABLISHING A PLAN

FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

MALLARD RUN CONDOMINIUM

CERTIFICATE OF AUDITOR

A copy of this Declaration and Drawings
attached was filed with this office on July 14, 1987.

TRANSFERED BY BE \$8.00 IN COMPLIANCE WTH SEC. 319.102 RC

DAVID LEWANDOWSKI, AUDITOR David Lewanaowski

Lucas County Auditor . By: Deputy Auditor

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DECLARATION OF CONDOMINIUM OWNERSHIP
OF
MALLARD RUN CONDOMINIUM

KNOW YE ALL BY THESE PRESENTS: That

WHEREAS, RICHARD E. HARRIS BUILDERS. INC. an Ohio corporation, hereinafter referred to as "Grantor" or "Developer", is the owner in fee simple of the following described real property: All that part of Lot 1 in Hyde Park Plat Three. A subdivision recorded in Volume 96 of plate, Pages 72 through 75, Lucas County Records. in the City of Maumee, Lucas County, Ohio, bounded and described as follows: Starting at the Southeast corner of said Lot 1; thence North 89°03' 00" West, along the South line of said Lot 1, a distance of 273.00 feet to the point of Beginning; thence continuing North 89° 03' 00" West, along the South line of said Lot 1, a distance of 126.28 feet to the Southwest corner of said Lot 1; thence North 25° 43' 51" West, along the Westerly line of said Lot 1. a distance of 357.20 feet to the Northwest corner of said Lot 1; thence North 41° 21' 59.4" East, along the Northerly line of said Lot 1 (also being the centerline of Heilman Ditch), a distance of 14.00 feet to a point of curve; thence Easterly, continuing along the Northerly line of said Lot 1 and being along a curve concave to the South, having a radius of 280.60 feet, a central angle of 69° 62' 08", a chord bearing North 76 18' 04" East for a chord of 321.38 feet and an arc distance of 342.17 feet to a point of tangency; thence South 88° 46' 52" East, continuing along the Northerly line of said Lot 1, a distance of 16.37 feet to a point of curve; thence Easterly, continuing along the Northerly line of said Lot 1 and being along a curve concave to the North having a radius of 272.31 feet, a central angle of 35° 50' 57", a chord bearing South 66° 41' 20" East for a chord distance of 167.61 feet and an arc distance of 170.38 feet to the Northeast corner of said Lot 1; thence South 01° 00' 00" East, along the Easterly line of said Lot 1, a distance of 151.17 feet to a point; thence South 57° 31' 13" West, a distance of 103.01 feet to a point; thence North 89° 03' 00" West, parallel with the South line of said Lot 1, a distance of 135.33 feet to a point; thence South 00° 67' 00" West, a distance of 190.67 feet to the Point of Beginning.

Containing 3.04 acres. more or less. The bearings referred to herein are based on an assumed meridian and are used only for the purpose of describing angular measurements.

Grantor acquired title to said real property by instrument recorded at Microfiche #83-0332 D6 and D7 of the Record of Deeds of Lucas County, Ohio; and

WHEREAS, Grantor 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.

WHEREAS, Grantor desires and intends (1) to enable the condominium property (as defined in Article II hereof) to be owned under and pursuant to that certain type of ownership commonly known as "Condominium", and (2) subject and submit such property to the provisions of Chapter 5311, Ohio Revised Code; and

WHEREAS, Grantor desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the condominium property shall at all times enjoy the benefits of, and shall hold their interests therein subject to the rights, easements, privileges and restrictions hereinafter set forth in this Declaration and in the bylaws of the Mallard Run Condominium Association (a not for profit corporation organized under the laws of the State of Ohio),

or otherwise duly and properly recorded. all of which are declared to be in furtherance of a plan to promote and protect . the harmonious, congenial and cooperative aspects of ownership and to facilitate the proper administration of the condominium property, and are established for the purpose of enhancing the value and attractiveness of the condominium property; and

WHEREAS, Grantor is desirous of establishing for the mutual benefit of all owners, mortgagees, occupants or other persons hereafter acquiring any interest in the condominium property or any part thereof, which shall be known as Mallard Run Condominium (hereinafter sometimes called "Mallard Run" or "the Condominium") certain easements and rights in, over and upon such condominium property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof;

NOW, THEREFORE, Grantor, as the owner of the condominium property, hereby makes the following declarations as to the divisions, covenants, restrictions, limitations, conditions and uses to which the condominium property may be put, and shall be binding on Grantor, its successors and assigns, and all owners, mortgngoes, occupants or other persons hereafter acquiring any interest in all or any part of the condominium property, together with their respective grantees, heirs, executors, administrators, other legal representatives, devisees, successors or assigns.

DEFINITIONS

The terms used in this Declaration and in the Bylaws, which are attached herein as Exhibit "C", shall have the following meanings:

A. "Condominium" and "Mallard Run Condominium" means the condominium regime for the condominium property created under and pursuant to Chapter 5311 of the Revised Code.

B. "Condominium property" means the land described in Exhibit A", all buildings, improvements. and structures on the land, all easements. rights, and appurtenances belonging to the land. and all articles of personal property submitted to the provisions of Chapter 5311 of the Revised Code.

C. "Common areas and facilities" include, unless otherwise provided in this Declaration, all parts of the condominium property other than units or family units or limited common areas, as more fully set forth in Article II, Paragraph B, of this Declaration.

D. "Declaration" means the instrument by which property is submitted to the provisions of Chapter 5311 of the Revised Code and any and all amendments to this Declaration.

E. "Common expenses" means and includes without limiting the generality thereof:

1. Expenses of administration, maintenance, repair or replacement of the common areas

and facilities, except as otherwise provided herein.

2. Expenses agreed upon as common expenses by the unit owners' association.

3. Expenses declared common expenses by the provisions of this Declaration, bylaws or regulations of the Association.

4. Premiums for insurance policies, required to be purchased by the Association pursuant to this Declaration or bylaws of the Association.

5. Those expenses for which the Association is responsible pursuant to this Declaration or bylaws of the Association.

F. "Common assessments" means assessments charged proportionately against all units for common purposes.

G. "Common surplus" means the amount by which common assessments collected during any period exceed common expenses.

H. "Common profits" means the amount by which the total income received from assessments charged for special benefits to specific units, rents received from rentals of equipment or space in common areas, and any other fee, charge or income than common assessments exceeds expenses allocable to the income rental, fee or charge.

I. "Common losses" means the amount by which the common expenses during any period of time exceeds common assessments and common profits during that period.

J. "Condominium ownership interest" means a fee simple estate in a unit, together with an appurtenant undivided interest in the common areas and facilities, except as otherwise provided in this Declaration.

K. "Limited common areas and facilities" means the common areas and facilities designated in this Declaration as reserved for use of a certain unit or units to the exclusion of the other units, which includes, but is not limited to patios and driveway areas. Except as otherwise provided in this Declaration, expenses attributable to each limited common area shall be considered the responsibility of the unit owner or owners using that limited common area.

L. "Majority of owners" means the owners of more than fifty per cent (50%) of the aggregate percentage interests assembled at a duly called meeting of the owners, which percentage shall be considered sufficient to adopt or reject any matter upon which the vote of the unit owners is required or percentage is specifically provided desired, unless a differ for by law. this Declaration or the bylaws. Any specified percentage of owners means owners of such number of percentage interests in the aggregate.

H. "Managing agent" means a professional managing agent employed by the Association or Developer during his period of control, to perform such duties and services as the Board of Managers or Developer shall authorize by contract in conformity with this Declaration and bylaws.

N. "Owner" or "unit owner" or "family unit owner" means any person, corporation, partnership,

association, trust or other legal entity, or any Combination thereof, which owns a condominium ownership interest in a unit.

O. "Percentage interest" means the percentage or fractional interest of each unit in the common areas and facilities as set forth in Article III, Paragraph B, of this Declaration.

P. "Rules and regulations" means those rules and regulations adopted from time to time by the Board of Managers that are deemed necessary for the enjoyment of the condominium property provided they are not in conflict with the statutes or this Declaration and Articles of Incorporation and the bylaws of the Association (the Code of Regulations)

Q. "Unit" or "family unit" means a part of the condominium property consisting of one or more rooms of a building and designated as a unit in this Declaration and delineated as such on the drawings attached hereto as exhibits.

R. "Unit owners association" or "association" means the organization of all owners of units in the condominium property that administers the condominium property and shall be known as Mallard Run Condominium Association, herein referred to as the "Association", and, which has been incorporated under the laws of the State of Ohio, Chapter 1702 of the Revised Code as a not-for-profit corporation, as "Mallard Run Condominium Association".

ARTICLE I: SUBMISSION OF PROPERTY TO CONDOMINIUM OWNERSHIP

Grantor hereby submits the condominium property to the provisions of Chapter 5311 of the Ohio Revised Code in order to create a condominium ownership plan. The units of the condominium are designated as Building 1, Units 60, 62, 64, 66; Building 2, Units 61, 65, 69, 75; Building 3, Units 68, 70, 72, 74, 78, 78; and, Building 4, Units 80, 82. There are four buildings, two of which are composed of four (4) units, one of which is composed of six (6) units, one of which is composed of two (2) units. All of the units include a master bedroom and a second bedroom or den, dining room, great room, kitchen and kitchen dinette, full bath, basement, unfinished bedroom, bath and loft on the second floor, gas water heater, gas forced air furnace with Central air conditioning; with asphalt driveway and attached 2 car garage.

A patio and driveway area are provided, as part of the limited common area, for each unit. Each unit has immediate access to a common area not occupied by a building and a: such each unit owner has free to all roads.

A set of drawings is attached hereto, incorporated herein and made a part hereof by reference, marked Exhibits A(1) to A(8), inclusive, bearing the statement of Walter M' Opaczewski, a Ohio Registered Surveyor, R.S. 96407, and John A. Weithman Ohio a Registered Professional Engineer, P.E. #28391 certifying that the drawings accurately show the buildings as constructed.

ARTICLE II: CLASSIFICATION AND DIVISION OF CONDOMINIUM PROPERTY

A. Family Units. Each of the sixteen (16) family units hereinbefore declared and established as a fee simple estate shall consist of all the space bounded by the undecorated surface of the perimeter walls, floors and ceilings of each such family unit, projected, if necessary, by reason of structural divisions such as interior walls and other partitions. The dimensions, layouts and description of each such family unit being shown on the drawings attached hereto as Exhibits A(1) to A(B), inclusive, and incorporated herein, and including, without limitations:

1. The decorated surfaces, including any paneling, paint, lacquer, Varnish, wallpaper, tile and any other finishing material applied to said perimeter walls, floors and ceilings, and also the aforesaid finishing or refinishing material applied to the interior walls, floors and ceilings.

2. All windows and doors: exclusive of door frames in the interior and perimeter walls, floors and ceilings, and the space occupied thereby.

3. The space within all fixtures located within the bounds of a family unit and the space occupied by the fixtures themselves.

4. All unenclosed space, if any, within or occupied by structural parts of the building which may project into the family unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including by way of illustration, if any, the space within built-in cabinets, if any, and the hearths lying within fireplaces, if any.

5. All space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the building and by utility pipes, wires and conduits; but excepting therefrom all the following items located within the bounds of the family unit as defined above:

(a) The structural and component parts of all interior walls, floors and ceilings, except the decorated surfaces thereof;

(b) All vent covers, grills, plate covers and other coverings of space affixed to interior and perimeter walls, floors and ceilings, which are hereby defined as parts of said walls, floors and ceilings;

(c) All fixtures located wholly or partly within the family unit, and all control knobs, switches and thermostats affixed to or projecting from the interior and perimeter walls, floors and ceilings;

(d) All structural portions of the building, lying within the bounds of the family unit as above defined;

(e) All plumbing, electric, heating and other utility or service lines, pipes, wires, plugs and outlets lying within the bounds of a family unit as above defined;

(f) Any supporting walls, fixtures and other parts of the building not otherwise contained in the exceptions

(a) through (e) above inclusive which are within the boundaries of the unit but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the condominium property.

B. Common Areas and Facilities.

1(a). Description of Common Areas and Facilities. Excepting limited common areas, the entire balance of the condominium property and including, but not limited to, all foundations, roofs, main and supporting walls, exterior parking spaces not assigned to specific units, driveways, porches, master television tower, if any, and equipment appurtenant thereto, trees, lawns, gardens, pavement, wires, conduits, utility lines and duct: now or hereafter situated on the condominium property, are hereby declared and established as the common areas and facilities. Specifically, but not by way of limitation,

all electric fixtures utility pipes and lines, faucets, shower heads, plugs, connections, or fixtures as defined by the laws of the State of Ohio and all replacements thereof shall be part of the common areas and facilities.

1(b). Description of Limited Common Areas and Facilities. Included in the common areas and facilities. But restricted to the use of the owners of the units to which such are all fixtures located in whole or in areas are appurtenant, part within the boundaries of the individual family units and intended for the service of such family units.

Also included in the common areas and facilities are the patio and driveway area assigned to each unit as described, located and shown on Exhibits A(1) to A(8), the use of which is limited to that of the owners to which such areas are appurtenant.

2. Use of Common Areas and Facilities. As a tenant in common with all other such owners, each owner of a family unit shall own an undivided interest in the common areas and facilities (including limited common areas) and, except as limited in this Declaration and in the Bylaws. Shall all otherwise have the right to use the common areas and facilities for purposes incident to the use and occupancy of his family unit as a place of residence, and such other incidental uses permitted by this Declaration and the bylaws and the administrative rules and regulations, including the nonexclusive easement, together with other family unit owners to the use and enjoyment of the common areas and facilities and for ingress and egress to and from the respective family units, which rights shall be appurtenant to and shall run with his family unit. The extent of such ownership in the common areas and facilities is hereby deemed and expressed by the percentage interest immediately hereinafter set forth.

3. Ownership of Common Areas and Facilities. The percentage of ownership of the common areas and facilities attributable to the ownership interest in each family unit, together with the percentage of interest in the Association for voting purposes and for the division of common profits and expenses, as described in this Declaration, has been determined the basis of the square footage contained in each unit. The fractional interest for each unit shall be equal to the product of (i) the number one (1) divided by, (ii) the total number of units on the condominium property. The fractional interest figures used in such calculation shall be established by the Developer. Once established, said figures shall be binding upon the Developer and all unit owners. The square footages and fractional interests for each unit shall be as follows:

Family Unit Description	Square Footage	Fractional Interest Per Unit in the Common Areas
Building #1		
60	1325	1/16th
62	1325	1/16th
64	1325	1/16th
66	1325	1/16th
Building #2		
61	1325	1/16th
65	1325	1/16th

69	1325	1/16th
75	1325	1/16th

Building #3

68	1325	1/16th
70	1325	1/16th
72	1325	1/16th
74	1325	1/16th
76	1325	1/16th
78	1325	1/16th

Building #4

80	1325	1/16th
82	1325	1/16th

The foregoing buildings and family units are completed and are reflected as "as built" units. The developer has specifically reserved the right to amend this Declaration to add additional units to the condominium property and file additional drawings. If at a later time the Condominium property is expanded, as provided for herein, the undivided interest of the family unit: in common areas and facilities shall be uniformly allocated.

4) Partition. There shall be no partition of the common area: and facilities through Judicial proceedings or otherwise until this Declaration is terminated and the condominium property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any family unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or Judicial partition of such family unit ownership as between such co-owners.

5. Use of Common Areas and Facilities.

(A) Regulations by Association. No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate administrative rules and regulation: limiting the use of the common areas and facilities to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by a family unit owner and his guests, for specific occasions, of the recreational areas or other similar facilities. Such use may be conditioned upon, among other things, the payment by the family unit owner of such assessment as may be established by the Association for the purpose of defraying the costs thereof.

(B) Management. Maintenance, Repairs, Alterations and Improvements. Except as otherwise specifically provided herein, management. Operation, repair, alteration and improvement of the common areas and facilities shall be the responsibility of the Association. The Association through its Board of Managers, or the Developer during the Developer's period of control, may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by a management contract which shall provide for reasonable compensation of the manager or managing agent, or employees of such managing agent, which

compensation shall be considered a common expense.

(C) Use of Common Areas and Facilities. Subject to the administrative rules and regulations from time to time promulgated by the Association through its Board of Managers, all owners may use the common areas and facilities in such manner as will not restrict or interfere with the use thereof by the other owners.

ARTICLE III: GENERAL PROVISIONS AS TO FAMILY UNITS AND COMMON AREAS AND FACILITIES.

A. Maintenance of Family Units.

1. By the Association. The Association, at its expense, shall be responsible for the maintenance, operation, repair and replacement of all the common areas and facilities. Including, but not by way of limitation, porches, driveways, master television tower or cable television service, if any, and equipment appurtenant thereto, foundation sump pumps, alcoves, walkways and all exterior parking spaces; provided, however, That the Association shall not be responsible for the maintenance, operation, repair and replacement of common areas and facilities located solely within a family unit except where such common areas and facilities are also necessary for the existence, support, maintenance, safety, comfort, use or enjoyment of any other part of the condominium property. Each unit owner shall be responsible for maintenance, operation, repair and replacement of all portions of his family unit, as defined herein, and shall be responsible for the common areas and facilities located solely within his unit, except where such common areas and facilities are also necessary for the existence, support, maintenance, safety, comfort, use or enjoyment of any other part of the condominium property. Alterations or repairs may be made to any portion of a family unit if in the opinion of the Board of Managers it is necessary to public safety or in order to prevent damage to or destruction of any part of condominium property. The expense thereof shall be paid by the family unit owner, if such expense was initially the responsibility of the unit owner. Any person who does work or labor upon or furnishes machinery, material or fuel for the alteration or repair of any unit without consent or authorization of the owner, part owner or lessee of any interest in such family unit, is nevertheless entitled to a lien to secure payment therefor on the estate or interest in such family unit of the owner thereof, pursuant to applicable sections of the Ohio Revised Code, if such alteration or repair has been duly authorized or directed by the Board of Managers of the Association and has been necessary in the opinion of the Board for public safety or in order to prevent damage to or destruction of any other part of the condominium property.

2. Family Unit Owner. More specifically, the responsibility of each family unit owner shall be as follows:

(A) To maintain, repair and replace at his expense all portions of his family unit, and all internal or external installations of such family unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the family unit boundaries.

(B) To maintain and repair all patios, windows, doors, air conditioning units, utility meters appurtenant to such unit, and all associated structures and fixtures therein, or which are limited common areas appurtenant to his family unit for which the Association is not responsible by a specific provision herein. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances. Notwithstanding the foregoing, that portion of the driveway / entranceway assigned to each unit as a limited common area shall be maintained by the Association.

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

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

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

(F) Not to make any alterations in the portions of the family unit or the building in which said family unit is located which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might Jeopardize or impair the safety or soundness of the said building without first obtaining the written consent of the Association, nor shall any family unit owner impair any easement without first obtaining the written consents of the Association and of the owner or owners for whose benefit such easement exists.

3. No Contractual Liability of Association. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement. However, the Association shall be liable for damages resulting from the negligence of its servants or employees.

B. Repairs to Common Areas and Facilities

Necessitated by Family Unit Owners' Acts. Each owner agrees to maintain, repair and replace at his expense all portions of the areas and facilities which may be damaged or destroyed by reason of his own or any occupant's act or neglect, or neglect of any invitee, licensee or guest of such owner or occupant.

C. Construction Defects. The obligation of the Association and of owners to repair, maintain and replace the portions of the property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property for which the Developer may be responsible pursuant to Section 5311.25 of the Ohio Revised Code.

D. Effect of Insurance or Construction Guarantees.

Notwithstanding the fact that the Association and/or any family unit owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any supplier or construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of product or construction guarantees or insurance coverage shall not excuse any delay by the Association or any family unit owner in performing his obligations hereunder.

E. No Severance of Ownership. No owner shall execute any deed, mortgage, lease or other instrument affecting title to his family unit ownership without including therein both his interest in the family unit and his corresponding percentage of ownership in the common areas and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any

such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser or other grantee of a family unit, description by unit number and reference to this Declaration and to the attached drawings shall be adequate to convey the fee simple title thereto together with the percentage interest in and to the common areas and facilities

This Article shall not apply to the initial lease of the unit, if any, by the Grantor, its successors and assigns.

F. Easements.

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

2. Maintenance Easements. The owner of each family unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire building in which his unit is located. The owner of such family unit shall have the permanent right and easement to and through the common areas and facilities and walls to the use of water, sewer, power, master television antenna or cable television service, if any, foundations and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of his family unit.

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

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

5. Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having any interest in the condominium property, or any part or portion thereof.

6. Reference to Easements in Deeds, Reference in the respective deeds of conveyance, or in any mortgage or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and not forth in their entirety in such document.

7. Easements Reserved to Developer' A non-exclusive perpetual easement is hereby reserved by Developer for itself and its successors and assigns for their benefit and for the benefit of future owners and occupants of the area into which the Condominium may be expanded, described in Exhibit B for vehicular and pedestrian access over the common areas; for ingress and egress to and from the additional property described in Exhibit B and each part thereof for utility purposes. In addition, Developer reserves the right for itself and its successors and assigns to extend and tie into any water line, sewer line, power line or other utility services, in common areas, and, to extend such lines into the additional property as set forth in Exhibit B and to service same.

ARTICLE IV: COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY.

The following covenants, restrictions, conditions and limitations as to use and occupancy shall run with the land and shall be binding upon each family unit owner, his heirs, tenants, licensees and assigns.

A. Purpose of Property. No part of the condominium property shall be used for other than private residential housing and the common recreational purposes for which the property was designed. Each family unit shall be used as a residence for a single family and for no other purpose.

B. Exterior Surfaces of Buildings. Family unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any building and no awning, canopy, shutter, sign, other than the condominium identification sign, or antenna, other than the master television antenna, if any, shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association, other than those Originally provided by the Grantor.

C. Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any family unit or in the common areas and facilities, except that dogs, cats or other household pets may be kept in family units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose; further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property subject to these restrictions upon three (3) days' written notice from the Board of Managers of the Association. What constitutes a nuisance or unreasonable disturbance shall be at the sole discretion of the Board of Managers.

D. Hazardous Uses and Waste. Nothing shall be done or kept in any family unit or in the

common areas and facilities which will increase the rate of insurance of the building in which such unit is located, or the contents thereof. No family unit owner shall permit anything to be done or kept in the family unit or in the common areas and facilities which will result in the cancellation of insurance on] the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas and facilities.

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

F. Obstruction of Common Area: and Facilities. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior consent of the Association except as hereinafter expressly provided. Each family unit owner shall be obligated to maintain and keep in good order and repair his own family unit. Notwithstanding the above, Developer reserves the right to store on the common areas equipment and supplies related to construction of units on the additional property.

G. Sale of Liquor. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold upon said premises.

H. Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or other activity, designated for profit, charity, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the condominium property. Notwithstanding the above, Developer reserves the right to store on the common areas equipment and supplies related to construction of units on the additional property. Developer further reserves the right to maintain a model unit and sales area on the condominium property until such time as all of the additional property has been added to the Condominium and all units constructed on the condominium property have been sold.

I. Alteration of Common Area: and Facilities. Nothing shall be altered or constructed in or removed from the common areas and facilities except as hereinafter provided and except upon the written consent of the Association.

J. Laundry and Rubbish in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities. The common areas and facilities shall be kept free and clear of rubbish, debris and other unsightly materials. All trash shall be placed in appropriate containers in the garage assigned to each unit and shall be set out for collection no more than twelve (12) hours prior to the regularly scheduled trash pick up.

K. Impairment of structural integrity of building. Nothing shall be done in any family unit or in, on or to the common areas and facilities which will impair the structural integrity of any building or which would structurally change any building.

L. Rental of family units. The rental of Family Units is prohibited. Only the Family Unit owner and his/her immediate family may live in in the Family Unit. Guests shall only be permitted on a temporary basis and shall not be charged rent for their stay.

M. Storage in Common Areas and Facilities. There shall be no storing or parking of personal property on any part of the common areas and facilities other than in the assigned garage

area and except in accordance with the rules and regulations therefor adopted by the Association.

N. Garage Doors. Except during times of ingress and egress, overhead garage doors shall be kept closed.

ARTICLE V: REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS.

A. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board of Managers of the Association or the breach of any covenant or provision contained in this Declaration or in the bylaws of the Association, shall give the Board of Managers the right, in addition to the rights hereinafter set forth in this Article, (1) to enter upon the family unit or portion thereof upon which, or as to which, such violation or breach exist: and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the bylaws, and the Board of Managers, or its agents, shall not be thereby deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceeding: the continuance of any breach.

ARTICLE VI: ASSESSMENTS, EXPENSES AND ASSOCIATION LIENS

A. 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.

B. 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.

C. Elements-Appportionment: Due Dates.

1. Annual Operating Assessments.

a. At the time of the filing of this Declaration, and prior to the beginning of each fiscal year of the Association thereafter, the Board 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:

1. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;
2. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

3. the estimated next fiscal year's costs for utility services not separately metered;
4. 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 an amount deemed adequate by the Board;
5. an amount deemed adequate by the Board 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
6. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association., and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

b. The Board 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.

c. The annual operating assessment shall be payable in advance, in equal monthly installments. provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual. Semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly prorate share of the annual operating assessment for that Unit.

d. 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 Board among the Units on the same basis as heretofore set forth.

e. 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.

2. Special Assessments for Capital Improvements.

a. In addition to the annual operating assessments. the Board 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.

b. 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 Board determines following written notice to the Unit owners.

3. Special Individual Unit Assessments. The Board 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, the cost of insurance premiums separately billed to a Unit owner, and a Unit owner's enforcement and arbitration charges).

Any such assessment shall become due and payable on such date as Board 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 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.

D. 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 Board 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 mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board 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.

E. Effect of Nonpayment of Assessment; Remedies of the Association

1. If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, 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 (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the rate of ten percent per annum.

2. 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.

3. At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Lucas County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other chief officer of the Association.

4. 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.

5. 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 Lucas 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.

6. 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 owner's 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 the transfer, but shall continue unaffected thereby; excepting therefrom first mortgagees who acquire such interest upon foreclosure.

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

8. 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.

F. 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.

G. Liability of Acquirer for Assessments. All assessments and common expenses, together with interest costs shall be the Joint and several personal obligation of the unit owner who owned the unit at the time when the assessment or common expense fell due. The obligation for delinquent assessments, common expenses, interest and costs shall not be the personal obligation of that owner's successor in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that unit, to foreclose any lien thereon for the delinquent assessments, common expenses, interest or costs, shall not be impaired or abridged by

reason of the transfer but shall continue unaffected thereby; excepting first mortgagees who acquire such interest upon foreclosure. An acquirer of a condominium ownership interest shall be solely responsible for all common expenses and assessments charged to his unit after the conveyance of such interest to him. A prorata share of the periodic assessment shall be paid to the Association by such acquirer at the time of conveyance of the interest to him and such prorata share shall be determined by multiplying the dollar amount of the periodic assessment by a fraction with a numerator equal to the number of days from the conveyance date to the end of the periodic assessment period and with a denominator equal to the number of days in the periodic assessment period. At the time of conveyance of the condominium ownership interest, the former owner shall be reimbursed by the Association for any balance owed him by the Association as of the date of conveyance as shown on the books of the Association. or shall pay to the Association any balance owed to the Association by such former owner as of the date of conveyance as shown on the books of the Association. Such former owner shall not be responsible for common expenses or assessments after such conveyance.

H. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This Certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE VII: UNIT OWNERS ASSOCIATION

A. Establishment of the Association. A not-for-profit corporation, Mallard Run Condominium Association. (hereinafter referred to as the "Association") has been formed under Chapter 1702 of the Ohio Revised Code. The Association was formed to be and to serve as the Unit Owners Association of Mallard Run Condominium. There are presently three trustees of the Association, however, the Declarant (Developer) is presently the solo member of the Association.

B. 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 the 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.

C. 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 an undivided fee-simple interest in a Unit.

D. Board of Trustees. Members of the Board of Trustees need not be Unit Owners. The Board initially shall be those three persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which 75% of the undivided interests in the Common Area pertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be six Trustees. The Unit owners other than the Declarant shall elect one-third (two) of the Trustees at such meeting and the Declarant shall designate the other two-thirds (four) of the Trustees, which six Trustees shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interests referred to in this paragraph, those interests shall be computed by

comparing the number of Units sold and conveyed to the maximum number of Units that may be created, sixteen (16).

Within thirty (30) days after the earlier of (a) Five (5) years from the date of the establishment of the Association, and (b) the sale and conveyance, to purchasers in good faith and for value. of Units to which 75% of the owners, including the Declarant, shall elect six Trustees to replace all of those Trustees earlier elected or designated by the Unit owners or Declarant, respectively, and elect new officers of the Association. The terms of the six trustees shall be staggered so that the terms of one-third of the Trustees will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two trustees whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing. Declarant shall have the right at any time to waive its right to select one or more Trustees or to Vote in an election of Trustees. If the Declarant waives its right to select one or more Trustees, the membership shall meet and elect the members of the Board otherwise to have been selected by Declarant.

E. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess 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.

F. 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 agreement 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 Board, 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 Board 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 percent (51%) of votes of Units subject to such mortgages appertain.

G. Agent For Service of Process. The person to receive service of process for the Association shall be the President of the association, and, shall be a resident of the Condominium and an owner of one of its family Units. Until such time as a President is elected by the Association, service may be made upon:

Earl Dudek
3425 Executive Parkway Suite 128
Toledo, Ohio 43606

In the event this individual for any any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association. the person :0 registered shall be the person to receive service of process for the Association.

VIII. DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS.

A. Sufficient Insurance. In the event any building, structure or improvement forming a part of the condominium property. or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage 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, within thirty (30) days after such damage or destruction, the family unit owners, if they are entitled to do so pursuant to paragraph C of this Article, shall elect to sell the condominium property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

B. Insufficient Insurance. In the event any building, structure or improvement forming a part of the condominium property. or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction. then, unless the family unit owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Paragraph C of this Article, elect to withdraw the property from the Provisions of this Declaration, such repair, restoration or reconstruction of the family units so damaged or destroyed shall be undertaken by the Association at the expense of the owners of the family units in the same proportion in which they shall own the common areas and facilities, and such repair. restoration or reconstruction of all or any part of the common areas and facilities shall be undertaken by the Association at the expense of all the owners of family units in the same proportions in which they shall own the common areas and facilities. Should any family unit owner refuse or fail after reasonable notice to pay his share of such cost in excess of available insurance proceeds. the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assess to such owner and charged against such unit owner's account, and such assessment shall have the same force and effect and, if not paid. may be enforced in the same manner as hereinbefore provided for the nonpayment of assessments and common expenses.

C. Non-restoration of Damage or Destruction. In the event of substantial damage to or destruction of any building containing family units, tho family unit owners by the affirmative vote of those entitled to exercise not less than seventy-five per cent (75%) of the voting power may elect not to repair or restore such damage or destruction. Upon such election, all of the condominium property shall be subject to an action for sale as upon partition at the suit of any family unit owner. In the event of any such sale or a sale of the condominium property after such election by agreement of all family unit owners, the net proceeds of the sale together with the net proceeds of insurance. if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all family unit owners in proportion to their respective percentages of interest in the common areas and facilities. No family unit owner. however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his family unit have been paid, released or discharged.

ARTICLE IX. REHABILITATION AND SUBSEQUENT IMPROVEMENTS.

A. Rehabilitation of Existing Building, Structures and Other Improvements, The Association may, by the affirmative vote of family unit owners entitled to exercise not less than seventy-five per cent (75%) of the voting power, determine that the condominium property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE X. INSURANCE.

A. Fire and Extended Coverage Insurance. The Association shall obtain for the benefit of all family unit owners insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the condominium property against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage", and vandalism and malicious mischief in an amount not less than eighty per cent (80%) of the replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as trustee for each of the family unit owners in accordance with the percentage ownership in the common areas and facilities set forth in Article II, Paragraph 5(3). Such insurance shall also provide for coverage of the Association's interest in (i) equipment, fixtures and machinery constituting a permanent part of the condominium property; (ii) personal property used for the maintenance or service of the condominium property; (iii) materials or supplies intended for use in the construction, alteration or repair of the condominium property; and (iv) fixture, improvements and alterations comprising a part of the condominium property, including but not limited to refrigerators, air conditioners, cooking ranges and dishwashers contained within each unit whether owned by the Association or the unit owner; all in an amount not less than eighty per cent (80%) of the replacement Value thereof. Such insurance, when obtained by the Association, shall be without prejudice to the right of the owner of a family unit to obtain individual contents or chattel property insurance, but no family unit owner may at any time purchase individual policies of insurance on his family unit or his interest in the common areas Condominium and facilities as real property unless Mallard Run Condominium Association shall be a named insured in such policy. Such policy of insurance shall contain an endorsement recognizing the interest of any mortgagee or mortgagee of any family unit. Such policy shall also provide for the release by the insurer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any family unit owner, member of his family, his tenant, or other occupant of the condominium property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

B. Public Liability Insurance. The Association shall insure itself, the Board of Managers, all family unit owners and members of their respective families and other persons residing with them in the condominium property, their tenants, and all persons lawfully in possession or control of any part of the condominium property, against liability, for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the common areas and facilities, such insurance to afford protection to a limit of not less than Two Hundred Fifty Thousand

Dollars (\$250,000) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than Five Hundred Thousand Dollars (\$500,000) in respect to any one occurrence, and to the limit of not less than Twenty—five Thousand Dollars (\$25,000) in respect to damage to or destruction of property arising out of any one accident. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the use and occupancy of the individual family units.

C. Insurance Premiums. Insurance premiums for the policies referred to in Paragraphs A and B of this Article shall be a common expense. Di Modification of Coverage. It shall be deemed with this Article if provisions of insurance vary but than compliance are considered to provide equivalent or better coverage specified herein. ARTICLE XI: REMOVAL FROM CONDOMINIUM OWNERSHIP. The family unit owners, by not less than seventy-five per cent (75%] of the voting power, may elect to remove the condominium property from the provisions of Chapter 5311, Ohio Revised Code. In the event of such election. all liens and encumbrances, except taxes and assessments not than due and payable, upon all or any part of the condominium property. shall be paid. released or discharged and a certificate setting forth that such election was made shall be filed with the Recorder of Lucas County, Ohio, and by him recorded, Such certificate shall be signed by the President of the Board of Managers of the association, who shall certify therein under oath that all liens and encumbrances. except taxes and assessments not then due and payable, upon all or any part of the common areas and facilities have been paid, released or discharged, and shall also be signed by the family unit owners. each of whom shall certify therein under oath that all such liens and encumbrances on his family unit or family units have been paid, released or discharged. The condominium property shall be deemed removed from the provision of Chapter 5311 of the Ohio Revised Code upon filing of the certificate with the County Recorder and upon such removal the property shall be owned in common by the unit owners. The undivided interest in the property owned by each unit owner shall be the percentage of interest in the common areas and facilities previously owned by such owner.

ARTICLE XII: MANAGEMENT AGREEMENT.

The Association or Developer on behalf of the Association, as provided by law, during such time as the Developer retains control of the Association. may enter into a management agreement. The Association or Developer may delegate to the management firm the power to determine the budget. make assessments for common oxponsoos and collect assessments, and do such other things employee or agent of Developer or some or all of as may be necessary and proper to carry out the powers and duties of the Board of Managers. Subject to limitation of law, each unit owner, his heirs, successors and assigns, shall be bound by said management agreement for the purposes therein expressed, including but not limited to:

A. Adopting, confirming and consenting to the execution of said management agreement by the Association or Developer,

B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said management agreement.

C. Confirming and approving each and every provision of said management agreement. and acknowledging that all of the terms and provisions thereof are reasonable, and agreeing to be bound by said agreement.

D. Agreeing that the persons acting as directors and officers of the Association or as the Developer entering into such an agreement have not breached any of their duties or obligations to the Association.

E. It is specifically recognized that the Developer, any the persons comprising the Board of Managers and officers of the Association, are or may be stockholders, officers and directors of the management firm, or may in fact be the management firm and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association nor as possible grounds to invalidate such management agreement, in whole or in part. F. Neither the Association nor the unit owners will be subject to any management contract or agreement executed prior to termination of control of the Association by the Developer for more than one year subsequent to such termination, unless such contract or agreement is renewed by a veto of the majority of the unit owners.

ARTICLE XIII: GENERAL PROVISIONS.

A. 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.

B. 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, 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.

C. 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 limitation 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 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 and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

D: Failure to Enforce Not Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

E. Severability. Invalidation of any one or more of these covenants, conditions, restrictions 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 way which provisions affect any other provisions of this Declaration, shall remain in full force and effect.

F. Grantor Not Responsible. Except as required by Chapter 5311 of the Ohio Revised Code, neither Grantor nor the Grantor's representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any action performed pursuant to any authorities granted or delegated to Grantor by or pursuant to this Declaration or the bylaws, whether or not such claim (i) shall be asserted by any family unit owner, occupant, the Association, or by any person or entity claiming through any of them, or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however Caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delicto. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the condominium property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any family unit owner, occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the condominium property or personal property located on or about the condominium property, or by reason of the failure to function or disrepair of any utility services, including but not limited to, heat, air conditioning, electricity, gas, water and sewage.

G. Purchasers Under Land Installment Contract Considered Owners. The sale of a condominium ownership interest on a land installment contract basis whereby legal title is to remain with the seller until such time as the purchaser complies with all the terms of the land installment contract, conveys to the purchase, to the extent of payments made under such land installment Contract, an equitable interest in the unit sold together with an appurtenant undivided equitable interest in the unit sold together with an appurtenant undivided equitable interest in the common areas and facilities. Even though the purchaser does not obtain legal title to the unit and the common areas and facilities, the purchaser, at the time the land installment contract is recorded or at the time the purchaser takes possession of the unit, whichever occurs earlier, shall be entitled to all the rights and privileges set forth for an owner of a condominium ownership interest in this Declaration, the bylaws and the condominium rules and regulations and shall be subject to all the obligations and penalties imposed on an owner of a condominium ownership interest in this Declaration, the bylaws and the condominium rules and regulations, including, but not limited to, the right to vote in the Association as an owner of the unit being sold under the land installment contract and the obligation to pay the periodic assessments and be responsible for the common expenses attributable to the unit being sold under the land installment contract. The person holding legal title to a condominium ownership interest which is subject to a land installment contract shall not be entitled to such rights and privileges as an owner and shall in no way be responsible for such obligations and penalties as an owner after the land installment contract is recorded or after the purchaser takes possession of the unit, whichever occurs earlier; it being the intention hereof to treat the purchaser of a condominium ownership interest under a land installment contract, his heirs, successors and assigns, as the owner of a condominium ownership interest for purposes of this Declaration, the bylaws and the condominium rules and regulations. At such time as the land installment contract is terminated; the legal title holder of the condominium ownership interest shall be treated as the owner for purposes of this Declaration, the

bylaws and the rules and regulations of the Association.

H. 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.

I. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

J. Use of Terms. The singular wherever used herein shall be 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 each case fully expressed.

ARTICLE XIV: DEVELOPER'S OBLIGATIONS AS REQUIRED UNDER SECTION 5311.25, OHIO REVISED CODE.

A. Deposits. Any deposit or down payment, except the down payment made in a land installment contract sale, made in Connection with the sale of a condominium ownership interest by the Developer. shall be held in escrow until delivered at settlement or returned to or otherwise credited to the purchaser. or forfeited to the Developer, and if a deposit or down payment, except the down payment made in a land installment contract sale, of two thousand dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at a rate of at least four per cent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser at settlement or upon return or other credit made to purchaser. or added to any forfeiture to the Developer.

B. Termination of Control. Except in his capacity as a unit owner. the Developer or his agent will not retain a property interest in any of the common areas and facilities after control of the condominium development is assumed by the Association, except that he may retain a property interest in the recreational facilities furnished to unit owners or to unit owners and others under a contract entered into or renewed by the Association after the unit owners have assumed control of the Association.

C. Assumption of Control. The owners of condominium ownership interests shall assume control of the common areas and facilities and of the Association as provided in Section 5311.06(C) of the Ohio Revised Code, as set forth in this Declaration and bylaws.

D. Warranties Furnished by Developer. A description of the warranties for structural elements and mechanical or other systems is as follows:

1. Developer furnishes a two-year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components and mechanical, electrical, plumbing, and common service alcmons serving the condominium property occasioned or necessitated by a defect in material or workmanship. Said two—year warranty shall commence on the data the dead, land contract. or other evidence of legal or equitable ownership is filed for record following tho sale of the first condominium ownership interest in the condominium property to a purchaser in good faith for value, and for any additional property submitted by amendment to this Declaration, on the date the deed, land contract, or other evidence of legal or equitable ownership so filed for record following the sale of the

first condominium ownership interest in the additional property to a purchaser in good faith for value.

2. Developer furnishes a one—year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to each unit, occasioned or necessitated by a defect in material or workmanship. Said one—year warranty shall commence on the date the deed, land contract, or other evidence of legal or equitable ownership is filed for record following the first sale of a condominium ownership interest to a purchaser in good faith for value.

3. Notwithstanding Paragraph 2 above, in the case of ranges, refrigerators, washing machines, hot water heaters, if any, and other appliances, if any, installed and furnished as part of the unit by the Developer, the valid assignment by the Developer of all of the Developer's right title and interest in and to any and all express and implied warranties of the manufacturer, satisfies the Developer's obligation with respect to such appliances, and the Developer's warranty with respect thereto is limited, as provided in Section 5311.25(E) (4) of the Ohio Revised Code, to the installation, if any, of such appliances.

4. Developer shall assign all warranties made to the Developer that exceed the time periods for the warranties disclosed in Paragraph 1. and 2. above, with respect to any part of the units or common areas and facilities.

5. The warranties referred to in this Paragraph D are a full and complete statement of all warranties, express and implied, given by the Developer, and by executing a purchase agreement for a condominium unit, purchaser acknowledges that he has inspected the unit described therein and is buying it in its present condition without further warranty or representation, express or implied, by the Developer or by an agent or broker of the Developer, which is not expressly stated in this Paragraph D or in the purchase agreement.

E. Developer obligated As Owner. The Developer the rights and obligations of a unit owner in his capacity as owner of condominium ownership interests not yet sold. F. Attachment of Deposits. Deposits and down payments held in escrow pursuant to Paragraph A above are not subject to attachment by creditors Of the Developer or Purchaser,

ARTICLE XV: AMENDMENT OF DECLARATION AND BYLAWS

A. 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, 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 first mortgages appertain. Such amendment must be executed with the same formalities as this Declaration and must refer to the volume and page in which this Declaration and its attached exhibits are recorded and must contain an affidavit executed by the President or Treasurer of the Association stating that a copy of the amendment has been mailed by certified mail to all family unit owners and mortgagees having bona fide liens of record against any family unit ownership. No amendment under this Article shall have any effect, however, upon a bona fide mortgagee until the written consent to such amendment of such mortgagee has been secured. Such consents shall be retained by the Secretary of the Association. The affidavit of the President referred to above shall contain the names of the consenting and nonconsenting mortgagees of the various family units which

such list of names of mortgagees shall be sufficient for reliance by the general public. If less than all mortgagees consent to an amendment under this Article to this Declaration and/or the bylaws, said amendment or modification shall nevertheless be valid among the family unit owners, provided that the rights of a nonconsenting mortgagee shall not be derogated thereby. Notwithstanding the foregoing:

1. The consent of all Unit owners shall be required for any amendment effecting a change in:
 - A. the boundaries of any Unit;
 - B. the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;
 - C. the number of votes in the Association appertaining to any Unit; or
 - D. the fundamental purposes to which any Unit or the Common Areas are restricted.
2. 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 (75%) percent of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium: and.
3. Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium organizational documents, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency or organization; provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained; and further provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant. An amendment to this Declaration (or the Drawing or the By-Laws), adopted with the consents herein before 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 Lucas County, Ohio. However, the Developer may amend this Declaration to add all or a portion of the additional property by the execution and filing for record of an amendment to the Declaration as required by Chapter 5311, Ohio Revised Code. and such amendment shall and may be made without the counsel or approval of any unit owners, and, readjust the fractional interest in the common area and facilities as provided herein.

ARTICLE XVI: RIGHT OF DEVELOPER TO EXPAND THE CONDOMINIUM BY ADDING ADDITIONAL PROPERTY.

- A. Reservation of Expansion Option. The Developer expressly reserves the option and right to expand the Condominium Property as herein provided.
- B. Limitation on Option. The Developer has no limitations on its option to expand the Condominium Property except as in this article or elsewhere in this Declaration, and, right, provided except as otherwise so expressly limited. has the sole power and authority to expand the Condominium Property. No unit owner's consent is required to enable the Developer to expand the Condominium Property.
- C. Maximum Expansion Time. Developer's Option to expand the Condominium Property shall expire

and terminate at the end of seven (7) years from the date this Declaration is filed for record, unless Developer, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of that seven (7) year period.

D. Legal Description. The legal description of all of the Additional Property is attached hereto as Exhibit B. It is the intention of the Developer to add further units as "improvements on additional property" to the Mallard Run Condominium.

E. 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 provided in this article, there are no limitations on the portions of the additional property that may be added to the Condominium Property.

F. 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 period previously described. There are no limitations fixing the boundaries of units added, or regulating the order in which each unit or portion is added, excepting that each unit or portion added shall be continuous, at some point in time, to what, and shall be deemed to be such, as then constitutes the condominium property so that at all times the entire condominium property shall be integral and contiguous property.

G. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on the condominium property.

H. Maximum Number of Units. The maximum number of family units as the additional property is Eleven (11).

I. Non'Residential Uses. The maximum percentage of the aggregate land and floor area of all family units that may be created as the additional property or portions thereof and added to the condominium property that are not restricted exclusively to residential use is zero, since no such unit may be so created or added.

J. Compatibility of Structures. All structures erected on as all or as 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 with these 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.

K. Improvements other than Structures. If all of the additional property is added to the condominium property, drives, sidewalks, yard areas, air conditioning units, if any, fences or patio enclosures, if any, and other improvements similar to those then on the condominium property shall be constructed on that additional property, and no other nonstructural improvements. Improvements other than structures added to the condominium property shall not include improvements except of substantially the same kind, style, design and quality as those improvements then on the condominium property.

L. Types of Units. The family units that are created as all or as any portion of the additional property

and added to the condominium property may differ in design, size and layout from the types of family units than on the Condominium property.

M. Limited Common Areas' Developer reserves the right with respect to the additional property added to the condominium property to create limited common areas and facilities. Such limited common areas and facilities may differ in type, size, and number from those areas then so designated as such in the condominium property. The precise size and number of such newly created limited common areas and facilities cannot be ascertained precisely at this time.

N. Supplementary Drawings. Attached hereto as Exhibit A(l) is a plot plan showing the location and dimensions of the condominium property and the additional property. Developer does not consider any other drawings as presently appropriate. However, at such time as Developer adds all or any portion of the additional property to the condominium property the Developer shall file drawings and plans with respect to the additional property as required by Chapter 5311, Ohio Revised Code.

O. 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 the Developer, in the manner provided in Chapter 5311, Ohio Revised Code, of an amendment to the Declaration that contains the information, drawings and plans with respect to the additional property and improvements thereon added required by Chapter 5311, Ohio Revised Code.

P. 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:

1. 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 manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the condominium property; and
2. The owner or owners of the added portion upon payment of the initial assessments set forth in this Declaration and the bylaws 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,
3. The undivided interests of Units in the Common Areas, as so expanded, shall be reallocated as hereinbefore provided; and, 4. In all other respects, all of the provisions of this Declaration shall include and apply to such additional property, and to the owners, mortgagees and lessees thereof, with equal meaning and with like force and effect.

ARTICLE XVII: GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS IN AND BY THE DEVELOPER.

A. A nonexclusive perpetual easement is hereby reserved to the Developer, its successors and assigns, for their benefit and the benefit of future owners and occupants of the condominium ' property, for pedestrian and Vehicular access over the non~ dedicated road known and described as "Mallard Run Drive" for ingress and egress to and from any public street or non~public or non-dedicated road or roads and any part thereof and any contiguous or adjacent property. Additionally, the Developer, for

itself, its successors and assigns, reserves the right to extend and tie into main utility lines in the common areas, as permitted by public authority and the utility company involved.

B.- Power of Attorney. Each unit owner, by acceptance of a deed to a unit, hereby irrevocably appoints the Developer, 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 as may be necessary or desirable, in the sole discretion of the Developer, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every unit owner, the Association, the Developer and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

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

IN WITNESS WHEREOF, Richard E. Harris Builders, Inc., has caused the execution of this Declaration by its President duly authorized to execute this instrument, this 16th day of June, 1987.

Signed in the presence of: RICHARD E. HARRIS BUILDERS, INC.

By Richard E. Harris, President

STATE OF OHIO
COUNTY OF LUCAS

BEFORE ME, a Notary Public, personally appeared Richard EA Harris, President of Richard E. Harris Builders, Inc. who acknowledged that he did Sign this Declaration as such officer of the corporation on behalf of the corporation, and that said Declaration is his voluntary act and deed and the voluntary act and deed of the corporation. for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of June, 1987.

MARGARET M. GLOVER

MORTGAGEE'S CONSENT

First Federal Savings and Loan Association of Toledo, the mortgagee of the above-described premises, hereby grants its consent to submission of the premises to the provisions of Chapter 5311 of the Ohio Revised Code as condominium property, known as Mallard Run Condominium, pursuant to the foregoing Declaration, preserving, however, all of its rights as mortgagee thereof.

Signed in presence of: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TOLEDO

Larry J. Kosakowski, Vice President

Pauline Schnell, Assistant Secretary

STATE OF OHIO) SS:
COUNTY OF LUCAS

BEFORE ME, a Notary Public in and for said County, personally appeared Larry J. Kosakowski,

VICE PRESIDENT of First Federal Savings and Loan Association of Toledo, and Pauline Schnell, Assistant Secretary of First Federal Savings and Loan Association of Toledo, who acknowledged that they did Sign said mortgagee's consent as such officers of said First Federal Savings and Loan Association of Toledo, and that said instrument is the voluntary act and deed of the said Larry J. Kosakowski and Pauline Schnell, as such officers. and the voluntary act and deed of said First Federal Savings and Loan Association of Toledo, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 9th day of July, 1987.

KATHY B. APSEY
Notary Public,
State of Ohio
My Commission Expires Nov. 21. 1988

EXHIBIT B

All that part of Lot 1 in Hyde Park Plat Three (a subdivision recorded in Volume 96 of plate page: 72 through 75, Lucas County Records) in the City of Maumee, Lucas County, Ohio, bounded and described as follows:

Beginning at the Southeast corner of said Lot 1; thence North 89° 03' 00" West, along the South line of said Lot 1, a distance of 273.00 feet to a point; thence North 00° 57' 00" East, a distance of 190.67 feet to a point; thence South 89° 03' 00" East, parallel with the South line of said Lot 1, a distance of 135.33 feet to a point; thence North 57° 31' 13" East, a distance of 103.01 feet to a point on the Easterly line of said Lot 1; thence South 01° 00' 00" East, along the Easterly line of said Lot 1, a distance of 87.62 feet to a point; thence South 16° 00' 00" East, continuing along the Easterly line of said Lot 1, a distance of 167.11 feet to the Point of Beginning. Containing 1.13 acres, more or less.

The bearings referred to herein are based on an assumed meridian and are only used for the purpose of describing angular measurements.