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Exhibits

Exhibit A	The Legal Description of the Land
Exhibit B	Percentage Interest Table (Pages B- through B-)
Exhibit C	The Legal Description of the Additional Land
Exhibit D	Site Plan
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DECLARATION SUBMITTING PROPERTY TO THE PROVISIONS OF
CHAPTER 5311 OF THE OHIO REVISED CODE

FOR

SOMERSET SQUARE, A CONDOMINIUM

DECLARATION OF CONDOMINIUM made this _____ day of _____, 1981, by The Klingbeil Company, an Ohio corporation, its successors and assigns, with its principal place of business at 42 E. Gay Street, Columbus, Ohio 43215.

RECITALS

Developer is the holder of title in fee simple to the Land, upon which is constructed 15 Unit Buildings containing 108 residential Units and desires to declare the Land and all Unit Buildings, structures and improvements thereon as a condominium and to establish by this Declaration a plan for individual ownership of the Land, Unit Buildings, structures and improvements in accordance with the Ohio Condominium Property Laws.

Developer is the holder of title in fee simple to the Additional Land described in Exhibit C; and Developer desires to provide for the annexation of such Additional Land and all improvements thereon to the Condominium Property created hereby.

DECLARATION

The Developer, for itself, its successors and assigns, hereby submits the Land described in Exhibit A, subject to all easements, conditions and restrictions of record, together with all Unit Buildings and improvements located on the Land, to the provisions of Chapter 5311; and the Developer does hereby establish the following plan for condominium ownership of the Condominium Property. All Exhibits attached to this Declaration are fully incorporated by reference.

The Developer, for itself, its successors and assigns, hereby further reserves the right to annex the Additional Land to the Condominium Property pursuant to the provisions of Article XVII of this Declaration. Any portion of the Additional Land submitted to Chapter 5311 in connection with the plan of condominium ownership established in this Declaration shall be subject to all covenants, conditions, reservations of record, together with all provisions of this Declaration.

ARTICLE I

DEFINITIONS

A. The following words and phrases used in this Declaration and the Code of Regulations and in any amendment to this Declaration and the Code of Regulations shall have the following meanings:

(1) Additional Land. The five parcels of real estate described in Exhibit C, together with all Unit Buildings, buildings and improvements situated thereon or hereafter constructed by Developer thereon and all easements, rights, privileges and interests appurtenant to said real estate, which Developer is entitled, but not obligated, to submit to the condominium form of ownership pursuant to the provisions of Chapter 5311 and to annex to the Condominium Property of the Condominium in accordance with the provisions of Article XVII of this Declaration and of Chapter 5311. The parcels are designated as Parcels I, II, III, IV and V merely for purposes of identification; and such designations shall not obligate the Developer to annex any parcels of the Additional Land to the Condominium in any numerical order.

(2) Articles. The Articles of Incorporation of the Association as filed with the Secretary of State of Ohio.

(3) Assessment. Those amounts charged by the Board against one Unit and/or all Units pursuant to authority granted in Chapter 5311, this Declaration and the Code of Regulations in order to enable the Board adequately to operate, maintain, repair, improve or reconstruct the Condominium Property or otherwise to further the common aims of the Condominium. The Annual Operating Assessment shall be a continuing charge on each Unit commencing on the first day of each fiscal year of the Association.

(4) Association. The Somerset Square Unit Owners Association, an Ohio corporation not for profit, which is the organization of all of the Unit Owners that administers the Condominium Property. Association includes the term "corporation"; and any reference in the Articles to the term "corporation" shall include the term "Association".

(5) Board. The board of trustees of the Association and those individuals selected by the Developer or elected by the members of the Association to serve on the board of trustees as provided in Article IX of this Declaration. The Board shall have the right and responsibility to administer the business, operation and affairs of the Association as provided in this Declaration, the Code of Regulations and Ohio law. The Board constitutes the board of trustees described in Chapter 1702.01, Ohio Revised Code; and it is vested with the authority to conduct the affairs of the Association as its board of managers, described in Chapter 5311, Ohio Revised Code.

(6) Unit Building. Any multi-unit structure(s) or complex thereof containing Units which is part of the Condominium Property and is used, or intended to be used, for residential purposes.

(7) Chapter 5311. That portion of the Ohio Revised Code which pertains to condominium ownership.

(8) Code of Regulations. The governing regulations of the Association which have been adopted pursuant to Chapter 5311 and which shall serve both as the regulations of a nonprofit corporation required by the provisions of Chapter 1702, Ohio Revised Code and as the bylaws of a Unit Owners' Association required by the provisions of Chapter 5311.

(9) Common Areas and Facilities. That part of the Condominium Property not included in a Unit, as defined in Article V, Section A of this Declaration or in any amendment thereto, and not designated as Limited Common Areas and Facilities, as described in Article VI, Section A of this Declaration or in any amendment thereto, together with the Easement Premises described in Article XVIII of this Declaration.

(10) Common Expenses. The Common Expenses shall include the following:

(i) all expenses incurred by the Association for the administration, management, operation, maintenance, repair, improvement or replacement of the Common Areas and Facilities and Limited Common Areas and Facilities and not properly chargeable to individual Unit Owners, including, without limitation, the cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, and otherwise repairing and maintaining such Areas;

(ii) all sums paid for insurance, taxes and assessments, in connection with the Common Areas and Facilities and Limited Common Areas and Facilities;

(iii) expenses paid for utilities servicing the Common and Limited Common Areas and Facilities that are not separately metered to individual Units, and expenses paid for water and sewer service supplied to the Condominium Property, provided that the Board shall be entitled to charge against a Unit by a Special Individual Unit Assessment any additional expense for such utility, water, or sewerage service caused by the excessive or unreasonable use of such services by the owner or occupant of such Unit;

(iv) Any amount necessary to discharge any mechanic's lien or other encumbrance which constitutes a lien against all of the Common Areas and Facilities and not solely the condominium ownership interest(s) of Unit Owners less than all Unit Owners;

(v) expenses paid for garbage and refuse removal services provided to all Unit Owners of the Condominium;

(vi) expenses incurred by the Board for the management and administration of the Condominium, including without limitation, compensation of all employees, managers, accountants, attorneys and other personnel hired by the Board, whether as employees, independent contractors or otherwise, and all premiums paid by the Association in order to obtain and maintain fidelity bonds covering the officers, employees or agents of the Association handling the funds of the Association;

(vii) expenses deemed Common Expenses by the Board and lawfully assessed against the Unit Owners in accordance with the Code of Regulations; and

(viii) expenses declared Common Expenses by the Ohio Condominium Property Laws, by this Declaration or by the Code of Regulations.

(11) Common Surplus. The amount by which Assessments collected during each fiscal year exceed Common Expenses incurred during the same fiscal year.

(12) Condominium. Somerset Square, A Condominium.

(13) Condominium Ownership Interest. A fee simple estate in a Unit together with an appurtenant undivided interest in the Common Areas and Facilities.

(14) Condominium Property. The property defined in Article II of the Declaration.

(15) Declaration. The within instrument by which the Condominium Property of Somerset Square, A Condominium is submitted to the provisions of Chapter 5311; together with all lawful amendments thereto.

(16) Developer. The Klingbeil Company, an Ohio corporation, and any successor to or assignee of Developer who stands in the same relation to the Condominium as the Developer.

(17) Drawings. The survey, plans and drawings graphically depicting the location, dimensions and specifications of the Unit Buildings, Units, Common Areas and Facilities, and Limited Common Areas and Facilities constituting the Condominium Property, together with all lawful amendments thereto. The Drawings are attached to the copies of this Declaration filed with the Recorder's Office, Franklin County, Ohio, as Exhibits D and E.

(18) Land. The real estate described in Exhibit A, together with all improvements situated thereon and all easements, rights, privileges, and interests appurtenant to said real estate, which is hereby submitted to the condominium form of ownership pursuant to the provisions of Chapter 5311.

(19) Limited Common Areas and Facilities. The Common Areas and Facilities designated in the Drawings and described in the Declaration as reserved for the use of a certain Unit or Units to the exclusion of all other Units. The Limited Common Areas and Facilities are described in Article VI, Section A of this Declaration, which description may be amended by Developer from time to time pursuant to the provisions of Article XVII of this Declaration.

(20) Rules. The rules and regulations governing the operation and use of all or any portion of the Condominium Property, which are hereafter adopted and amended by the Board or the Association from time to time.

(21) Unit or Units. Those portions of the Condominium Property described and defined in Article IV, Section A of this Declaration, together

with the appurtenant undivided interest in Common Areas and Facilities and Limited Common Areas and Facilities assigned to each Unit in this Declaration. Said percentage interests may be amended by Developer from time to time pursuant to the provisions of Article XVII of this Declaration.

(22) Unit Owner. The person (or persons), natural or artificial, who owns a Condominium Ownership Interest in a Unit.

B. Unless the context clearly indicates otherwise or so requires, all other terms used in this Declaration and the Code of Regulations, shall be assumed to have the meaning attributed to said term by Chapter 5311.

ARTICLE II

THE CONDOMINIUM PROPERTY, NAME AND PURPOSE

The "Condominium Property" includes the Land and all easements, rights and appurtenances belonging thereto, together with all 15 Unit Buildings containing 108 residential Units, the Units, and all other improvements, structures, and fixtures located on the Land (the same being more particularly delineated in Articles III, IV and V hereof), which are submitted to the provisions of Chapter 5311 by this Declaration or any amendment thereto.

The name by which the Condominium Property shall be known is hereby established to be "Somerset Square, A Condominium."

The purpose for which the Condominium Property is submitted to the provisions of Chapter 5311 is to establish 108 separate individual parcels of real estate to which the fee simple title, together with a respective undivided interest in the Common Areas and Facilities, may be conveyed to Purchaser for residential living use; to establish the Association and the Board to administer the Condominium Property; and to create and provide for the enforcement of covenants, easements, restrictions, assessments, charges, and liens in order to provide for the benefit and well-being of the Unit Owners and in order to promote and preserve the value of the Condominium Property. No commercial facilities are a part of the Condominium.

ARTICLE III

GENERAL DESCRIPTION OF BUILDINGS

The buildings of the Condominium consist of 15 residential structures containing, in total, the living areas of 108 Units. These residential Unit Buildings are numbered separately, as detailed in the Drawings, as Nos. 1 through 15. Unit Buildings 1, 2, 3, 13, 14, and 15 contain 12 Units each; Unit Buildings 4, 5, 6, 7, 8, 9, 10, 11 and 12 contain 4 Units each.

The principal materials of which the Unit Buildings are constructed are wood, concrete, glass, brick, plaster, shingles and concrete block. The number of stories in each Unit Building is detailed in the Drawings. The Unit Buildings contain basements.

ARTICLE IV

UNIT DESCRIPTIONS, DESIGNATIONS AND BOUNDARIES

A. Definition of Unit. A Unit consists of floor area of the group of rooms designated and detailed to be a Unit in the Drawings. A Unit shall further consist of the following:

- (i) the perimeter walls bounding said rooms and basement, except the structural or load-bearing components of said walls (the "Perimeter Walls" and the interior walls located within the bounds of such Perimeter Walls, except the load-bearing components of said interior walls (the "Interior Walls");

(ii) all window frames, sills, woodwork, hardware, windows, and window screens located in the Perimeter Walls or built into doors or door frames which are located in the Perimeter Walls;

(iii) all doors, door jambs and hardware, and finishing trim located in the Perimeter or on the Interior Walls;

(iv) all control knobs, switches, thermostats, outlets, equipment and fixtures that constitute a part of any duct, plumbing, electrical, heating, cooling, or utility system serving such rooms that are connected to and extend out from the Perimeter Walls or Interior Walls;

(v) undecorated interior surface of the ceiling of such group of rooms; and

(vi) the undecorated interior surface of the cement floor slab or flooring of such group of rooms.

A Unit shall further consist of all areas of space located within the bounds of the floor, ceiling, and wall surfaces described above. A Unit shall further consist of all materials, frames, and space comprising any Interior Wall that does not constitute a structural, load-bearing, or component element of any Unit Building and does not contain any pipes, wires, conduits, ducts, or other similar Common or Limited Common Areas or Facilities.

In addition to the above, a two-bedroom Unit shall consist of the undecorated interior surfaces of the walls bounding the basement located beneath such Unit, together with the undecorated interior surfaces of all doors, door jambs, window frames, and window sills located in such basement walls. A two-bedroom Unit shall further consist of the undecorated surface of the ceiling and floor of the basement beneath such Unit. A two-bedroom Unit shall further consist of all areas of space located within the bounds of the floor, ceiling and wall surfaces of the basement beneath such Unit.

The interior partitions and Interior Walls situated within the boundaries of each Unit are approximately located in the Drawings. Those interior partitions or Interior Walls constituting part of a Unit may, from time to time, be removed, altered or replaced, subject to the prior written approval of the Board as provided in Article VII, Section A hereof. In the event a Unit Owner receives Board approval to remove, alter or replace any interior partition or Interior Walls, an amendment to this Declaration or the Drawings will not be required.

B. Number of Units; Unit Designations. There are 108 Units located in the 15 Unit Buildings. The graphical designation, location, approximate area of each Unit, together with the number of rooms and baths located in each Unit, are detailed in the Drawings. Each two bedroom Unit has an independent basement which constitutes part of that Unit. Each one bedroom Unit shares a basement with three other one bedroom Units. Each common basement constitutes a limited common area of the four one bedroom Units that share it.

C. Access. Each group of habitable rooms constituting a Unit are graphically designated in the Drawings by separately assigned numbers, being Nos. 1 through 108. No Unit bears the same designation as any other Unit. The table attached to this Declaration as Exhibit B sets forth for each Unit its graphical designation, street address, the percentage of interest in the Common Areas and Facilities and Limited Common Areas and Facilities appurtenant to the Unit, its approximate area and the total number of habitable rooms in the Unit.

Each Unit shall have direct access to the sidewalks, driveways, parking areas, and the Common and Limited Common Areas and Facilities immediately adjacent to such Unit, and shall have access to the private drive known as West Sells Avenue.

ARTICLE V

COMMON AREAS AND FACILITIES

A. Definition; All Units. The Common Area and Facilities include the Land and all the improvements, easements, rights and appurtenances constructed on, encumbering or belonging to the Condominium Property, excepting therefrom the Units, as defined in Article IV herein or in any amendment to this Declaration, and the Limited Common Areas and Facilities, as defined in Article VI herein or in any amendment to this Declaration. The Common Areas and Facilities shall include, without limitation, the structural components of all Unit Buildings, except as otherwise provided herein, and the Easement Premises described in Article XVIII of this Declaration. The Common Areas and Facilities are depicted in the Drawings.

B. Ownership. The Common Areas and Facilities of the Condominium Property are owned by all of the Unit Owners as tenants in common. An undivided percentage of interest in the Common Areas and Facilities shall be an appurtenance of each Unit. Each Unit's appurtenant interest in the Common Areas and Facilities may not be divided or partitioned from the fee simple interest in the Unit. Each Unit Owner may not transfer any interest in the Common Areas and Facilities appurtenant to his Unit unless the Unit Owner conveys the identical interest in his Unit to the same transferee.

C. Percentage of Interest. The undivided percentage of interest in the Common Areas and Facilities appurtenant to each Unit is set forth in the table attached hereto as Exhibit B. Each Unit's percentage interest is proportionately computed on the basis of dividing the approximate square footage of floor area of the Unit, excluding the floor area of the basement, by the total square footage of floor area of all of the Units of the Condominium, excluding the total floor area of all basements. The percentages of interest set forth in Exhibit B shall not be altered except by an amendment to this Declaration annexing Additional Land to the Condominium Property as provided in Article XVII of this Declaration or except by an amendment to this Declaration unanimously approved by all Unit Owners.

ARTICLE VI

LIMITED COMMON AREAS AND FACILITIES

A. Definition; All Units. The Limited Common Areas and Facilities appurtenant to each Unit consist of:

(1) all conduits, wiring, meters, and other equipment, fixtures and facilities, wherever located, which constitute part of the electrical system that serves only that Unit.

(2) all pipes, lines, tanks, valves, meters and other equipment, fixtures, and facilities located in a Unit Building which constitute part of the plumbing and water systems that serve only that Unit.

(3) all pipes, lines, valves, conduits, ducts that do not extend out from the Perimeter or Interior Walls, wiring, meters and other equipment, fixtures, and facilities, wherever located, which constitute part of the natural gas system, heating, and ventilating system and hot water system which serve that Unit.

(4) the porch and stoop which are reserved to the use of only that Unit;

(5) the parking space hereafter assigned to each Unit by the Board; and

(6) all other Common Areas and Facilities, whether located within the bounds of one Unit or otherwise, to which a Unit has direct access and which serve only one Unit or are rationally of limited use for less than all Units and which are designated Limited Common Areas and Facilities by the vote of the Association.

B. Definition; One Bedroom Units. In addition to the Limited Common Areas and Facilities appurtenant to all Units, as described in Section A above, the following Limited Common Areas and Facilities shall be an undivided joint appurtenance of each group of four one-bedroom Units located proximate to each other in a Unit Building and of each one-bedroom Unit in such group:

(1) all walls, including plaster or other wall material, and the floor, ceiling, steps, including all decorations or coverings thereon, bounding all front and rear entryways and stairways that provide access from any one-bedroom Unit to the common basement shared by any group of four (4) one-bedroom Units or to any Common Area or Facility.

(2) the area of space bounded by the walls, floor, ceiling and steps of such entryways and stairways.

(3) all walls, and the ceiling and floor of any common basement shared by any group of four one-bedroom Units.

(4) all structural components of the storage bins located in the common basements shared by any group of four one-bedroom Units. The space located inside each storage bin may be reserved to the exclusive use of the Unit to which such storage bin may be assigned by the Board.

C. Ownership. The Limited Common Areas and Facilities of the Condominium Property are owned by all of the Unit Owners as tenants in common, subject to the right of each Unit Owner to exclusively use and enjoy the Limited Common Areas and Facilities adjacent to his Unit and the parking space which may be assigned to his Unit. In addition, the common ownership of the entryways and stairways providing access to one-bedroom Units and the common ownership of the basements under the one-bedroom Units shall be subject to the joint, undivided rights of the owners of the one-bedroom Units to exclusively use and enjoy the entryway, stairway, and basement proximate to their Units. Each Unit Owner's interest in the Limited Common Areas and Facilities shall remain undivided; and each Unit Owner may transfer a legal or equitable interest in the Limited Common Areas and Facilities only in conjunction with such Unit Owner's transferring an identical interest in his Unit.

ARTICLE VII

MAINTENANCE, REPAIRS, MANAGEMENT ALTERATIONS, AND IMPROVEMENTS

Responsibility for the maintenance and management of the Condominium Property and restrictions upon the use and alteration of the Condominium Property are hereby established as provided in this Article.

A. Units. Each Unit Owner or occupant of a Unit shall repair, replace, and maintain in good order and condition, at the Unit Owner's or occupant's expense, all portions and components of his Unit. This responsibility of repair and maintenance includes promptly furnishing all necessary materials and performing or causing to be performed at his own expense all maintenance, repairs and replacements within his Unit which, if omitted, would adversely affect the safety of the Condominium Property. Each Unit Owner shall maintain those portions of his Unit which are adjacent to any Common or Limited Common Area or Facility in accordance with the maintenance and architectural Rules established by the Board or set forth in this Declaration.

In the event any Unit Owner or occupant fails to maintain his Unit in the manner required herein and if the Board determines that any maintenance, repair, or replacement of any portion or component of such Unit is necessary to ensure public safety, to permit reasonable use or enjoyment of the Condominium Property by other Unit Owners, or to prevent damage to or destruction of any other part of the Condominium Property, the Board may authorize its employees or agents to enter the Unit at any reasonable time to complete the necessary maintenance, repairs, or replacement. Thereafter, the Board may levy a Special Individual Unit Assessment against the Owner or occupant of such Unit for all reasonable expenses incurred by the Board in effecting such repair, maintenance or replacement.

B. Common and Limited Common Areas and Facilities. The Association shall maintain, administer, repair and replace all portions of the Common and Limited Areas and Facilities, including without limitation all structural and exterior components of the Unit Buildings, all walls, floors, and ceilings of entry halls and front and rear stairways providing access from the one bedroom Units to Common Areas and Facilities and to the shared basements, and all lighting fixtures attached to the exterior of any buildings that illuminate the Common or Limited Common Areas and Facilities. All incidental damage caused to a Unit in connection with any work performed on behalf of the Association in or upon any Common Area or Facility shall be promptly repaired at the expense of the Association.

C. Damage to Common and Limited Common Areas and Facilities By Unit Owner. In the event any Common or Limited Common Area or Facility is damaged by the intentional, reckless, or negligent act or failure to act of any Unit Owner or occupant, his family, guests, or invitees, the Board may levy a Special Individual Unit Assessment against such Unit Owner or occupant for that portion of the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Unit to repair any Common or Limited Common Area adjacent to such Unit in accordance with the provisions of Article XIII of this Declaration. The Association shall repair or replace, at its own expense, all property located in, on, or under the Condominium Property which is damaged as a result of the Association's performing its maintenance rights or obligations; provided that if the Board determines that the negligent or willful act or omission of any Unit Owner(s) caused the Association to undertake the special maintenance or repairs that caused the incidental damage to the Condominium Property, the Board may charge the expense of repairing such damaged property against the responsible Unit Owner as a Special Individual Unit Assessment.

E. Report of Damage. Each Unit Owner shall promptly report to the Board any damage or occurrence in or adjacent to his Unit requiring repairs for which the Association is responsible. In the event any such damage shall remain unreported for a period exceeding thirty days from the date the damage occurred, the owner or occupant responsible for reporting the damage shall be liable for all costs incurred by the Association in repairing the same.

F. Management of the Condominium Property. The Board has the authority and the responsibility to manage and administer the Condominium Property on behalf of all Unit Owners and the Association. The Board shall retain and employ on behalf of the Unit Owners and the Association a managing agent and may delegate to the agent such duties and services as the Board might otherwise be authorized or obligated to perform. Such employment of an agent shall be evidenced by a management contract providing, among other things, that the initial term of such contract shall be not longer than one year, commencing on the date this Declaration is filed for record. Following said initial term, the management contract may be terminated without cause and without penalty by the Board or the managing agent by delivering written notice of such termination to the other party not less than sixty days prior to the termination date. The Board may pay a reasonable compensation to the managing agent. Such compensation shall be a Common Expense of all Unit Owners.

Developer, or any entity in which Developer holds any interest or with which Developer is affiliated in any manner, may be employed by the Board as the managing agent or may be employed by the managing agent to perform a portion of its management responsibilities. The managing agent shall have the authority to enter into agreements with Developer or any firm or corporation affiliated with Developer, to provide for the joint management, maintenance and repair of the Condominium Property with any other condominium projects owned or managed by Developer or its affiliates. Any such joint agreements entered into with Developer may provide for sharing expenses, purchasing equipment and supplies jointly, and sharing employees and management fixed costs among the condominiums.

The Board may employ on behalf of the Association such employees or contractors as the Board may deem necessary in order to perform the maintenance, repair, and administrative duties of the Association.

G. Warranties of Developer. Developer will warrant, in certain respects, the condition of the roof, major structural components, mechanical, electrical, plumbing and common service elements of the Condominium Property and the Units for limited periods of time. The Developer's warranty is stated in the Warranty Contract to be delivered by Developer to each Unit Owner at the closing of the sale of his Unit; and reference is hereby made to such Warranty Contract for the scope and duration of Developer's warranty.

H. Improvements; Alterations. Nothing shall be done in or to any Unit or in, on, or to any Common or Limited Common Area or Facility which will impair the structural integrity of any building or other improvement. No person shall alter any structural component of any building, or any other improvement located in any Common or Limited Common Area or Facility except as hereinafter provided.

(1) Common or Limited Common Areas and Facilities Bounding Unit. No Unit Owner or other person shall make any addition, partition, or alteration or improvement in or to the Common or Limited Common Areas bounding or adjacent to his Unit without the prior written consent of the Board and, if required in the mortgage documents, the holder of the first mortgage on said Unit. The Board shall be obligated to answer in writing any written request by a Unit Owner for approval of such a proposed addition, partition, alteration or improvement within 60 days after receiving such request. The failure of the Board to answer in writing any such request within the stipulated time shall constitute the consent of the Board to the proposed addition, partition, alteration or improvement. The Board has the authority to delegate its responsibilities hereunder to the President or to a committee of Unit Owners or Board members formed for such purpose.

Each Unit Owner who in connection with making any such addition, partition, alteration, or improvement to the Common or Limited Common Areas and Facilities surrounding his Unit damages any other Unit or the Common or Limited Common Areas and Facilities benefitting any other Unit shall be responsible for the cost of repairing such damage.

(2) Common or Limited Common Areas and Facilities. Except as provided in Paragraph (1) above, no Unit Owner or other person shall make any addition, improvement, partition, or alteration to any Common or Limited Common Area or Facility without the prior written approval of the Board.

With the exception of contracts for which funds were allocated in the annual operating budget and further excepting contracts to alleviate circumstances reasonably determined by the Board to be an emergency, the Board may enter into a contract or undertake an addition, alteration or new improvement to any Common or Limited Common Area or Facility costing in excess of \$5,000.00 only with the prior written approval of the plans or specifications for such addition, alteration, or improvement by Unit Owners entitled to exercise a majority of the voting power of all Unit Owners. If such plans are approved by such number of Unit Owners, the Board may complete such addition, alteration or improvement and either may charge all Unit Owners an Additional Operating Assessment for the cost thereof or shall pay such costs from the Association's Reserve Funds, or both. Any addition, alteration or improvement which costs less than \$5,000.00 or which was funded in the annual operating budget may be undertaken by the Board without the prior approval of the Unit Owners, and the cost thereof shall constitute a Common Expense.

Notwithstanding the above, if any addition, alteration or improvement to any Common or Limited Common Area or Facility shall be requested by any Unit Owner(s) independently of any action by the Board, and if in the opinion of 75% of the members of the Board, such requested addition, alteration or improvement benefits substantially exclusively such Unit Owner(s) requesting the same and is not necessary to ensure public safety, to permit reasonable use of the Condominium Property, or to prevent damage to any part of the Condominium Property, then the Board shall not undertake any such addition, alteration or improvement until the Unit Owner(s) requesting the same shall agree in writing to repay within a period not exceeding twelve months by a Special Individual Unit Assessment all expenses incurred to complete such addition, alteration or improvement.

ARTICLE VIII

USE OF CONDOMINIUM PROPERTY AND RESTRICTIONS THEREON

The following restrictions and covenants concerning the use and occupancy of the Condominium Property run with the Land and are binding upon each Unit Owner or occupant, and his family members, guests, and invitees. All or any of such restrictions and covenants may be modified or revoked with the unanimous consent of all Unit Owners; further, the Board may excuse, in its discretion, any owner or occupant of a Unit from the operation or enforcement of any of such restrictions or covenants.

The Association or the Board may adopt, amend, and repeal reasonable Rules pertaining to the maintenance and administration of the Condominium Property and to the preservation of the health, safety, and general welfare of the Unit Owners or occupants. Written notice of such Rules shall be delivered to each Unit Owner or occupant.

Each Unit Owner or occupant shall be responsible and liable for ensuring that his family members, guests, and invitees comply with the following restrictions and the published Rules.

The Board shall have the authority to suspend a Unit Owner's voting rights in the Association and his privilege to use the recreational facilities, if any, for a period beginning on the date of any infraction of the provisions of this Declaration or the published Rules and ending not later than thirty days after the date such infraction is remedied by the Unit Owner. In its discretion the Board may also assess a fine not exceeding \$25.00 per day for each day any such infraction continues after the Board delivers written notice of such infraction to the Unit Owner.

A. Use of Units. The habitable portion of a Unit shall be occupied and used exclusively for private residential purposes and purposes customarily incidental to a residence, provided that a Unit Owner or occupant who keeps business or professional records or accounts in his Unit for personal use, or makes business or professional telephone calls from his Unit shall be deemed to be using his Unit in a manner customarily incidental to a residential use. Notwithstanding this restriction, the Board may authorize a Unit Owner or occupy to use his Unit temporarily for a reasonable non-residential use.

B. Use of Common Areas and Facilities. The Common Areas and Facilities may be used by Unit Owners and occupants and their families, guests, and invitees and shall be in accordance with the purposes for which they are intended and for all purposes incident to the residential use of a Unit, including access to and from any Unit. All uses of the Common Areas and Facilities shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Unit Owners and occupants and shall comply with the provisions of this Declaration, Ohio law, and the Rules established by the Board. Each Unit Owner shall be responsible and liable for requiring his guests, invitees, and family members to observe and comply with the Rules.

No person shall use the Common Areas and Facilities in any of the following manners:

- (1) To keep any property on any sidewalk, entrance, passage, landing, stairway, parking area, or driveway that obstructs the use of the same for an unreasonable period of time;
- (2) To store personal property;
- (3) To divert utilities serving the Common Areas and Facilities to an exclusively personal use;
- (4) To place or dump trash, garbage, refuse, debris, or excess materials, except in areas or receptacles designated therefor by the Board.

Notwithstanding the foregoing restrictions, during the period the Developer sells any Units pursuant to a common promotional plan, Developer

may use the Common Areas and Facilities to facilitate the sale of its Units; provided that such use does not unreasonably interfere with the other Unit Owners' use and enjoyment of the Condominium Property.

C. Use of Limited Common Areas and Facilities. Each Owner of a one-bedroom Unit possesses with the owners of the three other Units in the same group of one-bedroom Units a joint, undivided right and easement to exclusively use and occupy the entryways and stairways providing access from such one-bedroom Units to the common basement shared by such Units and to any Common Area or Facility. Such owners of one-bedroom Units shall further have the joint, undivided right and easement to exclusively use and occupy the common basement shared by such Units; provided that each Unit Owner shall be entitled to exclusive use and possession of the storage bin assigned to his Unit by the Board.

With the exception of the Limited Common Areas and Facilities described above, each Unit Owner or occupant, his guests, invitees, or family members, is hereby granted an irrevocable easement to exclusively use and occupy the Limited Common Areas and Facilities adjacent to his Unit or assigned to his Unit by the Board. All Limited Common Areas and Facilities shall be used in accordance with the requirements of Ohio law, this Declaration, and the Rules established by the Board. Trash, garbage, or other waste material may not be dumped, placed, or permitted to remain in any Limited Common Area or Facility except in covered, sanitary containers placed in locations approved by the Board. No open fire shall be permitted in any Limited Common Area or Facility except in a properly attended cooking grill located outside the Unit Building.

D. Hazardous Actions or Materials. Nothing shall be done or kept in any Unit or in or on any Common or Limited Common Area and Facility which might reasonably be expected to increase the cost of casualty insurance on any Unit Building or other improvement, or the contents thereof beyond the rates customarily charged for condominium projects located in Franklin County, Ohio that have similar buildings and improvements. No Unit Owner shall suffer any act to be performed or any property to be kept in his Unit or in the Common or Limited Common Areas and Facilities which might result in the cancellation of the insurance covering any Unit Building or other improvement, or the contents thereof, or which would violate Ohio law.

E. Signs; Advertisements. No sign, advertisement, poster, circular notice, or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the Common or Limited Common Areas and Facilities or in or on any vehicle parked in the Condominium Property by any Unit Owner or occupant, except: (1) signs approved by the Board which are placed on the Common Areas and Facilities to limit or otherwise regulate the use of the Common Areas and Facilities, (2) street identification signs; (3) directional signs approved by the Board; and (4) any other sign approved by the Board in writing. Notwithstanding the above limitations, during the period Developer sells any Units pursuant to a common promotional plan, Developer may post signs on the Condominium Property advertising the Units to be for sale. The location of Developer's signs shall not unreasonably interfere with the Unit Owner's use and enjoyment of the Condominium Property.

F. Animals. No person may keep, breed, board and/or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose in any Unit or in or upon any Common or Limited Common Area or Facility. Each Unit Owner may keep domestic pets in accordance with any Rules established by the Board. The Board shall be entitled to establish Rules regulating the keeping of domestic pets including Rules limiting the size, number, and type of pets, prohibiting certain types of pets, limiting the activities of pets in the Common or Limited Common Areas and Facilities, and requiring owners to clean up after their pets.

Pets shall not be permitted upon the Common Areas and Facilities of the Condominium unless carried or restricted by a leash not longer than six feet in length which is controlled by a responsible person. Each owner of a pet shall be liable to the Association and all Unit Owners for any loss, claim or liability of any kind or nature whatever arising in the Condominium Property by reason of his keeping such pet.

If the Board determines that a pet constitutes a nuisance or creates a detrimental or dangerous condition for the Unit Owners, the Board may order the owner to remove such pet from the Condominium Property; and the Board may also charge such owner by a Special Individual Unit Assessment any costs of repairing any damage to any Common or Limited Common Area or Facility caused by the pet.

G. Nuisances. No person may conduct any noxious or offensive activity in any Unit or in or upon any Common or Limited Common Areas or Facilities. Without limiting the generality of the foregoing, the following actions constitute nuisances which may not be conducted by any Unit Owner or occupant, his family, guests, or invitees:

- (1) Making any unreasonably disturbing noise;
- (2) Playing or suffering to be played any musical instrument in such manner as to unreasonably disturb any occupant of the Condominium;
- (3) Operating or suffering to be operated any phonograph, television, radio, or sound amplifier in such manner as to unreasonably disturb any occupant of the Condominium;
- (4) Soliciting any person or distributing any circulars or pamphlets to any person without the prior written approval of the Board;
- (5) Performing any other act that may unreasonably endanger the health and safety of any occupant of the Condominium.

H. Business, Trade. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any part of the Condominium Property, unless the same shall be approved in writing by the Board.

I. Visible Areas. All windows located in Perimeter Walls or in doors attached to Perimeter Walls shall be clear glass or clear acrylic material. All draperies, blinds, or curtains covering the inside of any window shall show a solid white color or lining to the exterior. Nothing shall be hung or displayed in or on any window except the above-described draperies, blinds, or curtains. No person shall paint or otherwise decorate any exterior portions of a Unit that is adjacent to any Common or Limited Common Area or Facility, including without limitation any exterior surfaces of window frames, door, screens, or storm doors, without the prior written approval of the Board. No person may hang, place, display, or attach any sign, picture, advertisement, or other visual display on the walls of any building or other improvement except the Perimeter or Interior Walls of a Unit without the prior written approval of the Board. No awning, canopy, shutter, television or radio antenna, citizens' band radio antenna or transmitter, or any other device, ornament, or projection shall be affixed to or placed upon the exterior walls, doors, or roofs of any Unit Building or other improvement without the prior written approval of the Board. No clothes, clothes line, or other laundry shall be hung or exposed in or on any of the Common or Limited Common Areas and Facilities without the prior written approval of the Board. Any approval given by the Board pursuant to this paragraph shall be subject to all Rules adopted by the Board.

J. Recreational Facilities, If Any. All recreational facilities, if any, included in the Common Areas and Facilities may be used for general recreational purposes by Unit Owners and occupants, their families, invitees, and guests. All persons using said facilities will comply with the Rules established for such facilities by the Board.

K. Renting and Leasing. No Unit, or any part thereof, may be used or rented for hotel or transient purposes. "Hotel or Transient Purposes" are defined as agreements under which occupants are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, and similar services or leases to roomers or boarders of a portion of a Unit only. No Unit may be leased for a term less than six months without the prior written approval of the Board. Notwithstanding the above limitations, during the period Developer sells any Units pursuant to a common promotional plan, Developer may lease any Units owned by Developer to tenants on a month-to-month basis or for such term as Developer shall deem appropriate.

The Board shall prepare a written lease agreement which shall be used by every Unit Owner who conveys a leasehold interest in his Unit. The Board's lease agreement shall provide, among other things, that the tenant's rights in the Unit are subject to the provisions of the Declaration and the Rules established by the Board and are subject to the Board's right to enforce such provisions and rules. Said lease agreement shall further provide that any violation by the Tenant, his family members, guests or invitees, of the provisions of the Declaration or the Rules established by the Board shall constitute an event of default under the lease agreement.

A copy of each such lease agreement shall be provided to the Board prior to the date the tenancy begins. Within seven (7) days after any tenancy begins, the Unit Owner shall deliver a written notice to the Board specifying the name of the tenant, the street address of the leased Unit, and the home and business telephone numbers of the tenant. Any Unit Owner who leases his Unit in violation of this Paragraph (K) shall be subject to such reasonable penalties as the Board may deem appropriate.

If any owner of a leased Unit fails to cure or cause to be cured any event of default under the lease within seven days after the Board delivers a written notice to such Unit Owner specifying such event of default, the Board may exercise all of the remedies available to such Unit Owner, including without limitation terminating the lease and instituting any proceeding to recover possession of the Unit. All costs incurred by the Board in exercising such remedies, including the cost of any reasonable attorney fees, may be charged to the Unit Owner by a Special Individual Unit Assessment.

All costs incurred by the Association to repair any damage caused by any tenant to the Common or Limited Common Areas and Facilities or to any Unit owned by another Unit Owner shall be charged to the owner of the Unit leased to such tenant by a Special Individual Unit Assessment.

L. Vehicles. No motorcycle, boat, trailer, motor home, recreational vehicle (excluding vans), or commercial vehicle except delivery trucks employed to make deliveries to Unit Owners or trucks of persons temporarily servicing any portion of the Condominium Property shall be parked or stored on any portion of the Common or Limited Common Areas and Facilities without the prior written approval of the Board. Trucks owned by Unit Owners or occupants may be parked on the Common or Limited Common Areas and Facilities only with the prior written approval of the Board. All motor vehicles parked on or about the Common Areas and Facilities shall display a current vehicle license plate of the State in which the vehicle is registered. No motor vehicle shall be washed or repaired or disassembled on any portion of the Common Areas and Facilities; and any inoperable motor vehicle left on or about the Common Areas and Facilities for a period exceeding seven days may be removed by the Board at the expense of the owner of the vehicle.

The Board shall be entitled to create reasonable Rules concerning the parking of any vehicle permitted in the Common and Limited Common Areas. The Board may levy Special Individual Unit Assessments against Unit Owners or occupants who violate such Rules or suffer such Rules to be violated by their family members, guests, or invitees.

M. Second Floors of Unit Buildings. Any Unit located above any other Unit(s) and those portions of any Unit which extend over any other Unit(s) located in the same Unit Building, shall be fully padded and carpeted, with the exception of kitchens and bathrooms. No person shall perform any acts or store any property on the second floor of any Unit Building if such action or property would weaken or damage the structural integrity of such Unit Building.

N. Architectural Control. No person shall undertake or commence or contract for any of the changes or improvements until the plans and specifications showing the nature, type, shape, size, color and location of any of such changes or improvements have been approved by the Board in writing:

- 1) Erect or maintain any building, fence, wall or structure in any Common or Limited Common Area or Facility.

- 2) Make any addition, alteration or change, including without limitation landscaping and painting, to any Common or Limited Common Area or Facility.
- 3) Paint or decorate any exterior portion of a Unit or Garage unit that is adjacent to any Common or Limited Common Area or Facility.

If any Unit Owner submits such plans and specifications to the Board for approval, and if the Board fails to approve or disapprove any such plans and specifications within 90 days after the same are submitted, such plans and specifications shall be deemed to be approved by the Board.

O. Building on Easements. With the exception of such structures, landscaping, or other improvements as may exist at the time this Declaration is filed of record, no structure, landscaping, or other improvement shall be located, constructed, installed, or permitted to remain in any easement area designated for the installation and maintenance of utilities and drainage facilities without the prior written approval of the Board and of the party to whom the easement was granted.

P. Keys; Forcible Entry. Each Unit Owner shall deliver to the Treasurer of the Association the key to each lock on any door located in any Perimeter Wall or Interior Wall of his Unit. The Association shall indemnify and hold harmless each Unit Owner who delivers such keys from any loss or damage resulting from any unauthorized use of such keys or from any entry into his Unit by use of such keys that is not authorized by the provisions of this Declaration. The Board and its authorized agents or employees shall use such keys to enter any Unit only in accordance with the provisions of this Declaration.

If any Unit Owner fails or refuses to deliver such keys to the Treasurer, and if the Board or its authorized agents or employees damage any portion of his Unit or the Common or Limited Common Areas and Facilities while forcibly entering his Unit to perform any act(s) authorized by the provisions of this Declaration, and if such entry into his Unit to perform such acts is authorized by the provisions of this Declaration, then such Unit Owner shall be responsible for the cost of repairing or restoring such damaged portions of his Unit or for the cost of any personal property which may be removed after such entry by any unauthorized person who enters the Unit. The Board shall cause any damaged portions of the Common and Limited Common Areas to be repaired and restored and shall charge the costs of such repair or restoration to such Unit Owner by a Special Individual Unit Assessment. The Board may repair any damaged portions of the Unit if the Board determines that immediately repairing such damaged portions will reasonably effect a substantial benefit to the Condominium Property. The Board may charge the costs of repairing the damaged portions of the Unit to such Unit Owner by a Special Individual Unit Assessment.

By accepting the deed conveying title to a Unit, each Unit Owner who fails or refuses to deliver to the Treasurer a full set of keys to the doors of his Unit, on behalf of himself, his family members, authorized occupants, guests and invitees, authorizes the Board, and its authorized agents and employees, to forcibly enter his Unit in those circumstances authorized in this Declaration and to perform all acts in his Unit which are authorized by this Declaration. Each such Unit Owner, on behalf of himself, his family members, authorized occupants, guests and invitees, further waives all legal or equitable claims which such person(s) may have against the Board and the Association for any loss or damage to any portion of the Unit or to any personal property located in the Unit arising out of any such authorized entry into his Unit.

ARTICLE IX

UNIT OWNERS' ASSOCIATION

A. Formation. Developer has formed, for the purpose of managing the Condominium and administering the mutual affairs of the Unit Owners, a non-profit Ohio corporation named Somerset Square Unit Owners' Association.

B. Membership, Notice of Membership. Membership in the Association shall be extended only to persons who are Unit Owners, and each Unit Owner shall automatically become a member of the Association upon acquiring title to a Unit. Membership in the Association is a right appurtenant to and inseparable from a Unit Owner's fee simple title in a Unit; and such right of Association membership shall automatically transfer to any transferee of the fee simple title in a Unit at the time such title is conveyed.

Within ten (10) days after the closing of his purchase of a Unit, each purchaser of a Unit shall notify the Secretary of the Association in writing of the following: (a) the purchaser's residence address, (b) the purchaser's business and home telephone numbers, (c) names of all current occupants of the Unit, and (d) the name and address of the holder(s) of any mortgage(s) encumbering his Unit, together with a copy of such mortgage(s).

C. Voting Rights. In connection with matters properly submitted to a vote of the Association members, each Unit Owner shall be entitled to cast one vote per each Unit owned solely by such Unit Owner or shall be entitled to cast that portion of one vote equal to the undivided interest of such Unit Owner in his Unit.

D. Developer Control of the Association. During the period beginning on the date this Declaration is filed of record with the Recorder's Office, Franklin County, Ohio, and ending either on the date which is five (5) years from the date of the filing of this Declaration or the date which is thirty (30) days after that date on which the aggregate number of sales and conveyances of Units to purchasers in good faith for value exceeds 75% of the maximum number of Units which may be created in the Condominium, as provided in Article XVII of this Declaration, whichever shall be the earlier ending date (such period being hereinafter referred to as the "Developer Control Period"), the Developer shall be entitled to exercise all powers and fulfill all responsibilities assigned by this Declaration, the Code of Regulations, or by law to the Association, the Board, and the Officers of the Association ("Officers").

E. Board of Trustees; Officers. Except as otherwise provided in this subsection (E), during the Developer Control Period the Board shall be comprised of those persons designated by the Developer and the Officers shall be those persons designated by the Developer. During the Developer Control Period the Developer shall be entitled to remove all Board members or Officers appointed by Developer without cause and, except as otherwise provided herein, shall be entitled to appoint substitute Board members or Officers for those persons so removed.

At such time as the Developer has sold and conveyed an aggregate number of Units equal to 25% of the maximum number of Units which may be created in the Condominium, the Association shall meet and the Unit Owners other than the Developer shall elect not less than 25% of the members of the Board. At such time as the Developer has sold and conveyed an aggregate number of Units equal to 50% of the maximum number of Units which may be created in the Condominium, the Association shall meet and the Unit Owners other than the Developer shall elect not less than 33 1/3% of the members of the Board. Prior to the expiration of the Developer Control Period, the Developer shall be entitled to appoint and remove all Officers of the Association as provided above.

Within thirty (30) days after the expiration of the Developer Control Period, the Association shall meet and the Unit Owners including Developer shall elect a new Board of Trustees pursuant to the requirements of the Code of Regulations. Upon their election the new Trustees shall immediately appoint the Officers as provided in the Code of Regulations. The Trustees so elected to the Board and the persons appointed to be Officers shall take office upon election.

F. Service of Process. Until the Developer Control Period expires, the person to receive service of process for the Association shall be the statutory agent of the Ohio non-profit corporation which serves as the Association, such agent presently being Phillip H. Barrett, 37 West Broad Street, Columbus, Ohio 43215. After the Developer Control Period expires, each succeeding President of the Association who is elected thereafter shall be the

statutory agent designated to receive service of process for the Association, and such person shall likewise serve as statutory agent for the Association. Each newly elected President shall file an amended appointment of statutory agent with the Secretary of State, State of Ohio, within ten (10) days after his election.

ARTICLE X

COMMON EXPENSES; COMMON SURPLUS; ASSESSMENTS; REMEDIES

A. Common Expenses.

(1) Determination; Annual Operating Budget. At least sixty (60) days prior to the end of each fiscal year of the Association the Board shall have prepared or caused to be prepared an operating budget covering the estimated costs of operating the Association and of maintaining, administering, and repairing the Condominium Property during the ensuing fiscal year. The budget shall set forth the estimated total cost for the ensuing fiscal year of all Common Expenses of the Condominium and shall set forth the sums to be paid from Annual Operating Assessments into the Working Capital Reserve Fund and the Capital Improvements Reserve Fund.

At least thirty (30) days prior to the end of the fiscal year of the Association, the Secretary of the Association shall deliver to each Unit Owner a copy of the operating budget for each ensuing fiscal year, together with a written statement setting forth the annual amount of and the monthly installments of the Annual Operating Assessments to be charged against his Unit in the ensuing fiscal year. The Secretary shall include with such budget and Assessment statement a list of all Unit Owners who have failed to pay any special assessments, installments of operating assessments, or any other assessment charged in any preceding month or year. The operating budget and such assessments shall become effective unless disapproved by a vote of two-thirds (2/3) of the voting power of the Association exercised at the annual Association meeting or at a special meeting called for the purpose of reviewing the budget. If the Board fails to prepare and deliver the operating budget prior to the beginning of any ensuing fiscal year or if in any new fiscal year the Association disapproves the proposed operating budget for such year, the annual operating budget that was in effect for the preceding fiscal year shall continue in effect until such time as the Association approves a new operating budget for such ensuing fiscal year.

The Board shall maintain a current a list showing the amount of the monthly installment charged to each Unit for Common Expenses and the amount of any unpaid special assessments or unpaid operating assessment installments due from any Owner. This list shall be kept in the office of the Board and may be inspected by any Unit Owner within 48 hours after delivering reasonable notice to the Board.

(2) Reserve Funds. The Board shall establish a Working Capital Reserve Fund to be utilized for financing the operation of the Association during its first fiscal year and, thereafter, for paying such necessary costs and expenses of operating the Association and of repairing and maintaining the Condominium Property as shall exceed the funds specifically designated therefor in the operating budget for any fiscal year of the Association.

The Board shall also establish a Capital Improvements Reserve Fund to be utilized only for the purpose of repairing restoring, replacing, or improving the buildings and other capital improvements, together with the fixtures or equipment associated therewith, or for the purpose of providing for contingencies of a substantial and non-recurring nature. The amounts allocated to the Capital Improvements Reserve Fund may be reduced or temporarily eliminated by the Board upon the accumulation in such Reserve Fund of a sum equal to 20% of the full replacement value of the Condominium Property for casualty insurance purposes.

The total of the amounts designated by the Board to be paid into the Capital Improvements Reserve Funds each fiscal year shall not exceed 20% of the aggregate Common Expenses for such fiscal year, unless Unit Owners

entitled to exercise at least 75% of the voting power of the Association shall approve at a meeting of the Association an amount of reserve funds in excess of such percentage. The Capital Improvements Reserve Funds shall be deposited in an account with a lending institution whose accounts are insured by an Agency of the United States of America or may, in the discretion of the Board, be invested in the obligations of such lending institution, in the obligations of the United States of America, or in obligations fully guaranteed as to principal by the United States of America. The proportionate interest of any Unit Owner in any reserve fund shall be considered an appurtenance of his Unit, shall not be separated from such Unit, and shall be deemed to transferred with the fee simple title in such Unit.

B. Common Surplus. If at the end of a fiscal year of the Association the Board determines that a Common Surplus exists, within thirty (30) days of the end of such fiscal year the Board shall notify in writing all Unit Owners of such common surplus. The Board shall apply said common surplus toward the reserve funds to be collected in the ensuing fiscal year pursuant to the annual operating budget, provided that if the Unit Owners entitled to exercise 75% of the voting power of the Association shall determine at a meeting of the Association that such sums should be reimbursed to the Unit Owners, or if all Owners shall so determine in writing, such Common Surplus shall be disbursed to the Unit Owners in proportion to the percentage interest in the Common Areas and Facilities appurtenant to each Unit.

C. Initial Board Meeting. At the first meeting of the initial Board, it shall determine the operating budget for the period commencing on the date 30 days after the date of such first meeting and ending on the last day of the fiscal year of the Association in which such first meeting occurs. The Board shall also establish at such meeting the amount of funds to be paid into the Working Capital Reserve Fund to be utilized for financing the operation of the Association during its first fiscal period.

D. Types of Assessments. By accepting a deed to a Unit, each Unit Owner is deemed to covenant and agree to pay to the Association the following assessments: (i) an Initial Assessment, (ii) Annual Operating Assessments; (iii) Additional Operating Assessments; (iv) Special Capital Improvements Assessments, and (v) Special Individual Unit Assessments. Developer hereby covenants to pay the above assessments for any Units owned by Developer during the period Developer owns such Units.

E. Initial Assessment. Each initial purchaser and every subsequent purchaser of a Unit shall be obligated to pay an Initial Assessment into the Working Capital Reserve Fund at the time the purchaser closes the purchase of a Unit. Such Initial Assessment shall be in an amount equal to two monthly installments of the Annual Operating Assessment. No purchaser shall be entitled to a reimbursement from the Association of the Initial Assessment.

In addition to said Initial Assessment, at the closing of the purchase of a Unit, each purchaser shall pay a portion of one monthly installment of the Annual Operating Assessment, (the "monthly installment"), prorated from the date of the closing to the end of the calendar month in which the closing occurs, and shall also prepay the monthly installment for the ensuing month following the closing. Such additional operating assessments shall be paid into the general operating fund of the Association to be disbursed in accordance with the annual operating budget.

A "purchaser" of a Unit is any individual, group of individuals, or legal entity that purchases a condominium ownership interest in a Unit from the Developer or from a Unit Owner other than the Developer. The Developer shall not be deemed a purchaser.

F. Annual Operating Assessment. At the time the Board completes the preparation of the annual operating budget, the Board shall allocate to each Unit that Unit's share of the total estimated Association expenses set forth in the budget. Each Unit's Annual Operating Assessment shall be computed by multiplying the percentage interest in the Common Areas and Facilities appurtenant to such Unit at the time of the assessment by the amount of the total Common Expenses and Reserves set forth in the budget. For administrative convenience any such assessment may be rounded to the nearest whole dollar.

After the purchaser of a Unit prepays the monthly installment of the Annual Operating Assessment at Closing, the Annual Operating Assessment shall thereafter be due and payable from such Unit Owner in equal monthly installments, in advance, beginning on the first day of the second month following the month of the date of closing the purchase of his Unit and continuing on the first day of each and every month thereafter until the date the Unit Owner conveys his condominium ownership interest in his Unit, unless otherwise established by the Board. Provided that, nothing herein shall prohibit any Unit Owner from prepaying the Annual Operating Assessment in annual, semi-annual, or quarterly increments.

No Unit Owner may gain exemption from liability for the Common Expenses assessed against his Unit by waiving or foregoing the use or enjoyment of any of the Common Areas and Facilities or by abandoning his Unit.

G. Additional Operating Assessments. In the event the Board determines at any time that the aggregate annual assessments required to fund any annual operating budget shall be insufficient to satisfy all of the Common Expenses to be incurred in such fiscal year, the Board shall deliver to the Unit Owners written notice describing the deficiency, allocating the deficiency among the Unit Owners in proportion to the percentage interest in the Common Areas and Facilities appurtenant to each Unit, and establishing the date for payment and the means of payment of such allocated amounts. Such notice shall be delivered to the Unit Owners at least 30 days prior to the date established in the notice for payment of the Additional Operating Assessment. Notwithstanding the above, if Unit Owners entitled to exercise 75% of the voting power of the Association object in writing to the Additional Operating Assessment within 15 days after the delivery of such notice, such assessment may not be charged or enforced until the Association approves such assessment in a special or regularly called meeting of the Association.

H. Special Capital Improvements Assessments. In addition to the Annual Operating Assessment and the Additional Operating Assessments which the Board may levy in any fiscal year, the Board may also levy in the same fiscal year special assessments for the purpose of defraying the cost of constructing, reconstructing, or replacing capital improvements constituting or situated upon the Common Areas and Facilities to the extent the Capital Improvements Reserve Fund shall be insufficient to accomplish such purposes. Provided that, new capital improvements not replacing existing improvements shall not be contracted for or constructed, nor shall any assessments be levied therefor until such new improvements and assessments have been approved in a meeting of the Association by Unit Owners entitled to exercise not less than 75% of the total voting power of the Association. Provided further that the Board shall not levy against any Unit Owner a Special Capital Improvements Assessment in excess of 25% of said Unit Owner's Annual Operating Assessment without first obtaining the approval in writing or by a vote at a meeting of the Association of Unit Owners entitled to exercise not less than 75% of the voting power of the Association of the contemplated construction, reconstruction, or replacement to be funded by the assessment.

Any Special Capital Improvements Assessment shall be allocated to the Units in proportion to the percentage interests in the Common Areas and Facilities appurtenant to each Unit. The Board shall notify the Unit Owners in writing of such assessments at least thirty (30) days prior to the date for payment of the assessment.

I. Special Individual Unit Assessments. The Board may levy against an individual Unit or a number of Units less than all Units a special assessment to reimburse the Association for costs incurred on behalf of any such Unit or Units that are properly chargeable to such Unit or Units, including without limitation the cost of making repairs which are the responsibility of the Unit Owner, the cost of any insurance premiums separately billed to the Unit Owner, the cost of any utility expense chargeable to the Unit Owner but not separately billed to the Unit Owner by any Utility Company, and all other charges deemed to be Special Individual Unit Assessments in this Declaration. In addition, until such time as the real estate taxes and assessments chargeable against each Unit are divided into separate tax bills, the Association may pay when due the real estate taxes charged against the entire Condominium Property and thereafter collect such tax expense from each Unit Owner by means of special assessments charged against each Unit in proportion to the percentage interest in the Common Areas and Facilities appurtenant to such Unit.

The Board may levy a Special Individual Unit Assessment against the Unit of any Unit Owner or occupant who violates any Rule established by the Board for the regulation of the Condominium Property.

With the exception of special assessments charged for violations of this Declaration, the Code of Regulations, or the Rules, the Board shall deliver written notice to the owner of any Unit to be charged with a Special Individual Unit Assessment at least thirty (30) days prior to the date established for payment of the assessment.

J. Nonpayment of Assessments; Remedies of the Association.

(1) Late Charge; Acceleration. If any operating or special assessment or any monthly installment of an assessment shall remain unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may thereafter charge interest on such unpaid sum at the highest legal rate of interest, and the Board shall further be entitled to declare the entire unpaid balance of such assessment to be immediately due and payable and thereafter charge interest on said unpaid balance at the highest legal rate of interest.

(2) Liability for Unpaid Assessment. Each such unpaid assessment and/or installment of an assessment, together with interest thereon and costs, shall be the personal obligation of the owner or owners of the Unit at the time the assessment or unpaid installment became due and payable. The Board may authorize the President, Vice-President, Secretary, Assistant Secretary, or Treasurer of the Association to institute an action at law on behalf of the Association against the Unit Owner or Owners personally obligated to pay any delinquent assessment. The personal obligation for delinquent assessments shall not pass to successors in title who acquired a condominium ownership interest in a Unit after any assessment became due and payable in connection therewith. Except as otherwise provided herein, the transfer of a condominium ownership interest in a Unit to a purchaser not obligated to pay delinquent assessments shall not impair the Association's lien against such Unit for such delinquent assessment or prohibit the Association from foreclosing such lien.

(3) Liens. All unpaid operating or special assessments or installments of assessments, together with any interest or costs thereon, shall constitute a continuing charge on the Unit against which such assessment is levied. After any assessment or monthly installment shall remain unpaid for ten (10) days or more, the Board may authorize any Officer or appointed agent of the Association to file a Certificate of Assessment Lien for all or any part of the unpaid balance of such Assessment, together with interest and costs, with the Recorder's Office of Franklin County, Ohio. The Certificate shall contain a description of the Unit which the lien encumbers, the name or names of the record owner or owners of such Unit, the amount of the unpaid portion of the assessment, and such other information as Ohio law may require. The Certificate shall be signed by the President, Vice-President, Secretary, Assistant Secretary, or Treasurer of the Association. Upon the filing of such Certificate against a Unit, such Unit shall be subject to a continuing lien in favor of the Association. The assessment lien shall remain valid for a period of five (5) years from the date such certificate was duly filed, unless the lien is released earlier 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 unless the lien is discharged by the final judgment or order of a court in an action brought to discharge the lien.

The assessment lien may be foreclosed in the same manner as a mortgage on real property in an action instituted on behalf of the Association by its President, Vice-President, Secretary, Assistant Secretary, or Treasurer pursuant to written authorization given to such officer by the Board. During any action to foreclose the lien, the owner or owners of the encumbered Unit shall be required to pay a reasonable rental for the use of the Common Areas and Facilities and all common utilities during the pendency of such action; and the Association, as plaintiff in any such action, shall be entitled to purchase the Unit at the foreclosure sale. If the Association shall institute such an action, interest on the unpaid assessment and the costs of such action, including attorneys fees, shall be added to the amount of the assessment and other charges demanded in such action, to the extent permitted by Ohio law.

(4) Vote on Association Matters; Use of Recreational Facilities, If Any. If any operating or special assessment against any Unit shall remain unpaid for a period exceeding thirty (30) days after the same shall become due, the Board may suspend the Unit Owner's voting rights in the Association and his privilege to use the recreational facilities, if any, for a period beginning on said thirtieth day after the assessment became due and ending on the date such assessment is paid.

(5) Notice to Mortgagees. The Board shall notify the holder of a first mortgage on any Unit against which an assessment has been levied and has remained unpaid for a period exceeding thirty (30) days of the delinquency of such assessment.

K. Subordination of the Lien to First Mortgages. The assessment lien shall be subject and subordinate to the lien of any duly executed first mortgage on the encumbered Unit; and any holder of such first mortgage which comes into possession of a Unit by means of the remedies provided in the mortgage, foreclosure of the mortgage, or a deed or an assignment in lieu of foreclosure and any purchaser of a Unit in connection with the foreclosure of such first mortgage shall take the property free of any claims for unpaid assessments, charges, or unpaid installments thereof against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit.

L. Sale of Unit; Certificate Regarding Assessments. Every Unit Owner shall notify the Board in writing of any legal or equitable interest in his Unit which such Unit Owner intends to convey. A Unit Owner shall not convey any legal or equitable interest in his Unit, except a leasehold interest, until the President or Treasurer of the Association certifies in writing that all assessments due and payable from such Unit Owner have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. If a Unit Owner shall convey any such interest in his Unit without obtaining such certificate, such conveyance shall be voidable by the Association within one year after the date such interest is conveyed. The Board may institute any proceedings at law or in equity to void such conveyance at any time during such one year period.

ARTICLE XI

INSURANCE

A. Fire and Extended Coverage Insurance. The Board shall obtain and maintain insurance for all structures and improvements now or hereafter constituting the Common and Limited Common Areas and Facilities against loss or damage by fire, windstorm, malicious mischief, vandalism and all other hazards ordinarily insured against in fire and extended coverage insurance policies issued in Franklin County, Ohio (the "Fire Insurance"). The Fire Insurance shall further insure all bathroom and kitchen fixtures and cabinets, all wall to wall carpeting, all built-in appliances, and all other built-in or installed fixtures and equipment now or hereafter located in any Unit, together with all interior walls, windows, doors and the frames, jambs, sashes and hardware thereof constituting part of any Unit. Each Unit Owner shall notify the Board of all permanent improvements valued in excess of \$5,000.00 made by the Unit Owner to his Unit. The Fire Insurance policy shall contain an agreed amount endorsement establishing coverage in an amount determined by the insurer from time to time to be sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance provision, provided that such coverage shall not be less than the actual replacement cost of all buildings and improvements now or hereafter situated on the Condominium Property, exclusive of the cost of excavations, foundations and footings. The Board shall notify the insurer in writing each time Developer annexes any Additional Land to the Condominium Property pursuant to Article XVII of this Declaration, and after each annexation of Additional Land the Board shall increase the coverage of the Fire Insurance to the amount necessary to satisfy the above-described minimum limits of coverage.

The Fire Insurance shall name the Association as the insured for the use and benefit of the Unit Owners. The insurance policy shall contain a

waiver by the insurer of its right of subrogation for any claims against the Developer and for any claims against the Association, the Association's officers, the managing agent employed by the Association, the members of the Board, and the Unit Owners, unless otherwise specified by the Board. The Fire Insurance Policy shall bear an endorsement which requires that if the aggregate proceeds payable from such policy for any casualty shall exceed \$25,000, the total amount of such proceeds shall be paid to the Insurance Trustee named therein and that if such proceeds shall aggregate in an amount less than \$25,000.00 they shall be paid to the Association. The Fire Insurance policy shall provide by endorsement or otherwise that its coverage shall not be cancelled, invalidated, or suspended on account of the conduct of any member of the Board or officer or employee of the Association unless the Association fails to remedy such conduct within thirty days after the insurer delivers written notice to the Board specifying the conduct to be remedied.

The Fire Insurance policy shall contain or shall have attached thereto a standard mortgage clause customarily acceptable to institutional mortgage lenders in Franklin County, Ohio in favor of each holder of a mortgage on a Unit. Such mortgage clause shall provide that all proceeds of the Fire Insurance policy shall be paid to the Association or the Insurance Trustee for the use and benefit of the Unit Owners and the named mortgagees as their interests may appear. The Fire Insurance policy shall further provide that the coverage of any mortgagee of a Unit will not be cancelled, substantially modified, or otherwise affected by the failure of the Association to pay the premiums for the Fire Insurance or by the conduct of any Unit Owner or household member of any Unit Owner, any occupant of the Unit, the Board, any officer of the Association, or any agent or employee of the Association without the insurer's delivering written notice thereof to such mortgagee at least 30 days prior to the date of such cancellation or modification.

The Board shall obtain the Fire Insurance policy from an insurer authorized to write insurance in the State of Ohio which has a financial rating of at least "A" and a general policy holder's rating of at least "Ten," as determined by the most current available edition of Best's Insurance Reports, or its successor.

The Board shall obtain one master Fire Insurance policy covering physical damage for the entire Condominium Property under which the insurance company will issue to each Unit Owner a certificate or sub-policy specifying the coverage applicable to his Unit and his undivided interest in the Common Areas and Facilities. The cost of the premiums for the Fire Insurance shall be paid by the Association as a Common Expense.

B. Insurance Trustee. The Board shall designate a bank, trust company, savings and loan association, insurance company, or institutional lender as a Trustee to hold all Fire Insurance policies and endorsements, to receive all proceeds from such policies when the aggregate proceeds shall exceed \$25,000.00, and to disburse all proceeds received from such policies or otherwise in accordance with the terms of the Trust Agreement by and between the Board and the Trustee. The Board shall deposit all policies and endorsements of Fire Insurance with such Trustee.

The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of the coverage, the form or content of the policies, the correctness of the amount of any proceeds received by it, or the failure of the Association to demand payment of any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive the proceeds that are paid to it and to hold and disburse such proceeds on behalf of the Association for the benefit of the Unit Owners and their respective mortgagees in accordance with the terms and conditions of the Trust Agreement governing the Insurance Trust.

C. Liability Insurance. The Board shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the members of the Board, and the Unit Owners and occupants of Units against claims for personal injuries and property damage occurring in, on, or about the Common and Limited Common Areas and Facilities. This liability insurance shall insure against all risks that the Board may determine to be customarily insured against with respect to housing developments located in Franklin County, Ohio which are similar to the Condominium in construction, purpose and

use. The Board shall review the amounts of such coverage at least one time each fiscal year. In no event shall the amounts of such coverage be less than \$1,000,000.00 for any bodily injury or death and any property damage suffered in any one accident or occurrence. This public liability insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner or occupant because of the negligent act of the Association, the Board, or other Unit Owners or occupants. This policy shall also contain a cross liability endorsement under which the rights of any named insured under the policy shall not be prejudiced with respect to any action he may have against another named insured.

D. Separate Unit Owners' Insurance. Each Unit Owner or occupant may, at his expense, obtain insurance for his Unit in addition to the insurance obtained by the Association, provided that no Unit Owner or occupant shall be entitled to purchase any individual policy of fire or extended coverage insurance insuring against the casualties covered in the Fire Insurance policy. In the event any additional insurance obtained by any Unit Owner or occupant shall cause any diminution in the amount of proceeds payable to the Association or the Insurance Trustee under the Fire Insurance policy or shall cause the insurance coverage maintained by the Board to be otherwise brought into contribution with such additional insurance of the Unit Owner or occupant, the Unit Owner or occupant obtaining such additional insurance shall be liable to the Association for any diminution or loss of proceeds suffered by the Association as a result of such additional insurance.

A Unit Owner or occupant may, at his own expense, obtain insurance against losses with respect to personal property and furnishings in his Unit and losses to the improvements in such Unit installed or constructed by the Unit Owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment located in the Units, a Unit Owner shall not obtain insurance coverage exceeding the type and nature of coverage commonly referred to as "tenants improvements and betterments." Any Unit Owner who obtains insurance covering any portion of the Condominium Property other than personal property shall file a copy of the policy of such insurance with the Board within thirty days after the purchase of the insurance or the cancellation thereof.

It is the responsibility of each Unit Owner to obtain, at his expense, public liability insurance with respect to events occurring within his Unit.

All insurance separately carried by a Unit Owner to cover his Unit shall contain a waiver by the insurer of subrogation rights against the Developer, the Association, the members of the Board, the Officers of the Association, and all Unit Owners and occupants.

E. Other Association Insurance; Fidelity Bonds. The Board may obtain and maintain contractual liability insurance, trustees' and officers' liability insurance, workmen's compensation insurance, and such other insurance as the Board may determine to be necessary to the welfare of the Association and the Unit Owners.

The Board will obtain fidelity bond coverage with respect to persons handling Association funds. The amount of such bond coverage shall be determined by the Board.

F. Board as Agent. The Board is irrevocably appointed agent for each Unit Owner and for each holder of a mortgage or other lien on a Unit and for each owner of any other interest in the Condominium Property for the purpose of adjusting all claims arising under insurance policies purchased by the Board on behalf of the Association and of executing and delivering releases upon the payment of claims.

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION OF BUILDINGS

A. Damage to Common and Limited Common Areas and Facilities; Sufficient Insurance. If the improvements constituting all or any part of the Common and Limited Common Areas and Facilities other than all or any part of a Unit Building shall suffer damage 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 repairing and restoring such improvements, then such repair and restoration shall be undertaken by the Association and the insurance proceeds shall be applied by the Association or the Insurance Trustee in payment therefor. Such repair or reconstruction shall be conducted in accordance with the Drawings or in accordance with any new plans and specifications that are unanimously approved by the Unit Owners and are added to the Drawings by an amendment to this Declaration. Provided, however, that if within thirty (30) days after such damage or destruction a sufficient number of Unit Owners and holders of first mortgages on Units shall elect to terminate the Condominium pursuant to the provisions of Article XVI of this Declaration, then such repair and restoration shall not be undertaken.

B. Damage to Common or Limited Common Areas and Facilities, Insufficient Insurance. If any improvements constituting a part of the Common or Limited Common Areas and Facilities which is not a part of a Unit Building shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds for which are not sufficient to pay the cost of repairing or restoring such damage, the damaged property shall be repaired and restored unless Unit Owners entitled to exercise at least 75% of the voting power of all Unit Owners and two-thirds (2/3) of the holders of first mortgages encumbering Units elect within thirty (30) days after such damage not to repair the damaged Condominium Property. Such repair or reconstruction shall be conducted in accordance with the Drawings or in accordance with any new plans and specifications that are unanimously approved by the Unit Owners and are added to the Drawings by an amendment to this Declaration.

The amount by which the cost of reconstructing and restoring the damaged Common or Limited Common Areas and Facilities other than Unit Buildings exceeds the insurance proceeds payable therefor shall be an expense of the Association which may be paid from the Capital Improvements Reserve Fund or which may be individually charged against the Units by a Special Capital Improvements Assessment.

C. Damage to Unit Buildings. If Units to which an aggregate percentage interest in the Common Areas and Facilities in excess of 75% appertains are substantially damaged by any casualty or occurrence, the Unit Owners may elect within sixty (60) days after such damage not to repair or restore the damaged Units and to terminate the Condominium. Such election shall require both the affirmative vote of Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of all Unit Owners and the prior written consent of two-thirds (2/3) of the holders of first mortgages encumbering Units. In the event of such an election not to restore the damaged property, the Condominium shall be terminated forthwith and all of the Condominium Property shall be sold as upon partition.

If the Association shall elect to terminate the Condominium and not to repair the damaged Units, the net proceeds from the sale of all of the Condominium Property shall be delivered to the Insurance Trustee. The Insurance Trustee shall add such net sale proceeds to any insurance proceeds held by such Trustee to establish one fund; and the Trustee shall distribute said fund to each and every Unit Owner and his mortgagees, as their interests may appear, in proportion to the percentage interest in the Common Areas and Facilities appurtenant to each Unit Owner's Unit. A Unit Owner shall not be entitled to receive any portion of such fund until all mortgages, liens and encumbrances on his Unit have been satisfied.

If the Association shall elect to repair or reconstruct the damaged Units, or in the event such damage shall occur to Units to which an

aggregate percentage interest in the Common Areas and Facilities less than 75% appertains, the repair or reconstruction shall be conducted in accordance with the Drawings or in accordance with any new plans and specifications that are unanimously approved by the Unit Owners and added to the Drawings by an amendment to this Declaration. Each Unit Owner shall repair or reconstruct, at his sole expense, those portions of the Unit which the Unit Owner is responsible for maintaining and repairing.

If the Association shall elect to repair or reconstruct the damaged Units and the insurance proceeds payable as a result of any damage or destruction to any Units shall not be sufficient to pay the cost of the necessary repairs or restorations to such Units, the Board may pay all or a part of such excess costs from the Capital Improvements Reserve Fund or may charge Special Individual Unit Assessments against the owners of the damaged Units in amounts sufficient to obtain the additional funds necessary to complete the repairs or restorations, or both. The amount of such additional costs assessed against each damaged Unit shall be in the same proportion as the cost of all repairs and restorations to such Unit bears to the total cost of all repairs and restorations to all damaged Units. If any Unit Owner fails to pay such individual assessment within 30 days of receiving written notice thereof from the Board, the Association may advance such sum on behalf of such Unit Owner; and such assessment thereafter shall constitute a lien on such owner's unit which is enforceable as otherwise provided in this Declaration.

D. Rehabilitation of the Condominium Property. The Association may determine that the Condominium Property is obsolete in whole or in part and may elect by the affirmative vote of Unit Owners entitled to exercise at least eighty-five percent (85%) of the voting power of all Unit Owners, together with the written consent of a majority of the holders of first mortgages encumbering Units, to have all or any part of the Condominium Property rehabilitated. In the event the Association elects to rehabilitate the Condominium Property, any Unit Owner who voted not to rehabilitate the Condominium Property may elect to sell his Unit to the Association subject to any first mortgage which has encumbered the Unit for a period exceeding twelve (12) months or which is approved in writing by the Board, at the fair market value of such Unit as of the date the election to rehabilitate was held less the amount of any such first mortgage liens. Such dissenting Unit Owner shall exercise this election to sell his Unit by delivering written notice of such election to the President of the Association within five days after the date of the election to rehabilitate. Such written notice shall contain the proposed selling price and the amount and holders of all liens and encumbrances affecting the Unit. If the Board and such dissenting Unit Owner are unable to agree upon the fair market price for the Unit, such price shall be determined by the majority vote of three appraisers to be selected as provided in Chapter 5311. The appraisers, their employees and authorized agents, shall be entitled to enter the Unit at reasonable times in order to determine its value. The price paid to such dissenting Unit Owner shall be a Common Expense. The dissenting Unit Owner shall convey to the Association title to the Unit free and clear of all liens and encumbrances thereon except the above-described first mortgage lien to which the Unit may be subject; and the dissenting Unit Owner shall pay all charges levied by his mortgage holders, if any, or otherwise incurred by the Unit Owner or the Association in connection with such conveyance.

ARTICLE XIII

EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Areas. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Areas and Facilities and a right of access to and from his Unit, which rights shall be appurtenant to and shall pass with the title to his Unit. Such rights of access and enjoyment shall be subject to the right of the Board to make reasonable Rules concerning the use of the Common Areas and Facilities, provided that no Rule shall prohibit a Unit Owner's right of ingress or egress to any part of his Unit or to the parking space which will be assigned to such Unit by the Board. A Unit Owner may delegate his rights of access and enjoyment to family members and to occupants of his Unit.

B. Easement for Encroachments. If any part of the Common or Limited Common Areas and Facilities encroaches or hereafter shall encroach on any part of a Unit or if any part of a Unit encroaches or hereafter shall encroach on any part of the Common or Limited Common Areas and Facilities, and if such encroachment has resulted or hereafter results from (1) overhangs, (2) deviations in the construction or repair of any Unit Building or other improvement; (3) the shifting, settling, or moving of any structure; (4) errors in the Drawings; (5) deviations in the reconstruction, rehabilitation, restoration, or repair of any Unit Building or other improvement after any partial or total destruction thereof caused by fire, other casualty, or eminent domain, then the affected Units and Common or Limited Common Areas and Facilities shall be subject to valid easements for the existence and maintenance of such encroachments. Such easements presently exist and shall continue to exist so long as all or any part of the Unit Building containing an affected Unit shall remain standing.

C. Easement for Support. Every portion of any building, utility line, or other improvement located on, in, or under the Condominium Property shall be burdened with an easement of support and necessity for the benefit of all Units and all other buildings, utility lines, and improvements located on the Condominium Property.

D. Right of Entry For Repair. The duly authorized agents, Officers, contractors, and employees of the Association shall have a right of entry and access to, over, in, upon, and through all of the Condominium Property, including but not limited to the Units, for the purpose of performing the Association's rights or obligations and duties established in this Declaration and the Code of Regulations with respect to repairing, maintaining, and restoring any portion of the Condominium Property. The Association's right of access into any Unit for the purpose of removing any violations of this Declaration or any Rules, or maintaining, repairing, and replacing the Common and Limited Common Areas and Facilities located therein or adjacent thereto may be exercised only during reasonable hours and after delivering notice of such entry to the Unit Owner at least 72 hours in advance; provided that, if any violation of the Declaration or Rules or if any damage to or failure of any Common or Limited Common Area or Facility located inside or adjacent to the Unit has created a situation of emergency, the Board may authorize any officer, employee, or agent of the Association to immediately enter such Unit without prior notice to the Unit Owner and remove such violation or repair such damaged or failing portion of the Common or Limited Common Areas and Facilities located inside or proximate to the Unit which is causing the situation of emergency.

If the Board determines that the failure of any Unit Owner to repair or maintain all or any part of his Unit has caused a situation of emergency affecting other Unit Owners or occupants, then without delivering prior notice the Board may authorize an employee, agent, or officer of the Association to immediately enter such Unit and repair any part thereof causing such situation of emergency.

E. Easement for Utilities. There is hereby granted to those officers, agents, contractors, and employees of the Association which may hereafter be duly authorized by the Board an easement for ingress and egress to, from, upon, over, under, into, and through all of the Condominium Property, including, but not limited to pipes, conduit, wires, ducts, water lines, sewer lines, gas lines, telephone lines, electric lines, master television antennas, and cable television lines constituting part of the Condominium Property. Pursuant to this easement, the Board may authorize any utility company to construct and maintain the necessary poles, pipes, equipment, wires, conduits, and circuits on, above, across, or under the Condominium Property, provided that such poles, pipes, equipment, wires, conduits, and circuits shall not unreasonably interfere with the use and enjoyment of the Condominium Property.

No sewer line, electrical line, water line, or other utility service line or pipe may be installed or relocated on the Condominium Property in a location other than the locations designated on the Drawings for such lines or pipes without the prior written approval of the Board. If any utility company shall request a specific easement by separate recordable document, the Board shall be entitled to convey such easement provided that such conveyance shall not conflict with the terms of this provision.

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

ARTICLE XIV

MORTGAGEES

A. Notice to Board. Any Unit Owner who conveys a mortgage interest in his Unit shall notify the Board in writing of the name and address of the mortgagee and shall file with the Board a true copy of the mortgage.

B. Notice to Mortgagees. Any holder or insurer of a first mortgage lien on a Unit whose name and address, together with the designation of the encumbered Unit, have been submitted to the Board by the Unit Owner, and any other holder or insurer of a first mortgage who shall so request in writing, shall be entitled to timely written notice from the Board of the following:

- (1) any proposed amendment of this Declaration or the Code of Regulations effecting a change in (a) the boundaries of any Unit, including the subdivision or combination of any Unit or Units; (b) the Percentage Interest of any Unit in the Common and Limited Common Areas and Facilities; (c) the percentage measure of liability of any Unit for Common Expenses; (d) the interest of any Unit in fire insurance proceeds or condemnation awards; (e) the number of votes in the Association appertaining to any Unit; or (f) the purposes or uses to which any Unit or the Common Areas and Facilities are restricted;
- (2) any proposed termination or abandonment of the Condominium;
- (3) any condemnation or eminent domain proceeding affecting all or any part of the Condominium Property of which the Board receives notice;
- (4) any substantial damage or destruction to any portion of the Common or Limited Common Areas and Facilities;
- (5) any decision of the Association not to restore or repair any substantially damaged or destroyed building or any capital improvement situated on the Condominium Property;
- (6) any decision by the Association to rehabilitate any Unit Building or any capital improvement located on the Condominium Property; and
- (7) any decision of the Association to construct new capital improvements in locations not shown on the Drawings.

Any such holder or insurer of a mortgage shall be entitled, upon written request delivered to the Board, to receive timely written notice of the following:

- (1) time and location of the next Association meeting;
- (2) any default in the performance by any owner of a Unit encumbered by the mortgage of such mortgagee or insurer of any obligation to be kept or performed by such Unit Owner pursuant to this Declaration or the Code of Regulations that has continued for not less than 60 days prior to the date of such mortgagee's request.

ARTICLE XV

AMENDMENTS TO DECLARATION AND CODE OF REGULATIONS

A. Power to Amend. Except as otherwise provided in this Article or in Article XVII of this Declaration, an amendment to this Declaration or the

Code of Regulations may be adopted at a meeting of the Unit Owners by the affirmative vote of Unit Owners entitled to exercise not less than 75% of the voting power of all Unit Owners. Developer shall be deemed a Unit Owner with respect to each Unit owned by Developer at the time the Unit Owners vote upon any such amendments.

Notwithstanding the above-described power to amend and except for the right reserved to Developer in Article XVII of this Declaration, the Unit Owners may not amend the Declaration and the Code of Regulations to effect the following changes unless the amendment is adopted by the affirmative vote of all Unit Owners, together with the prior written consent of 66-2/3% of the holders of first mortgages on Units encumbered by mortgages:

- (1) changing the Percentage Interest of any Unit in the Common Areas and Facilities;
- (2) changing the percentage portion of insurance proceeds to be paid to any Unit;
- (3) changing the percentage portion of any Common Expenses, Assessments or costs to be charged against any Unit;
- (4) changing the number of votes exercisable in Association matters appertaining to any Unit;
- (5) except as otherwise provided in Articles XII or XVI of this Declaration, seek to abandon or terminate all or any part of the Condominium;
- (6) changing the boundaries of any Unit or of the Common or Limited Common Areas and Facilities;
- (7) changing the fundamental purposes to which all or any part of the Condominium Property is restricted.

B. Method to Amend. Except as otherwise provided in Article XVII of this Declaration, in order to effect an amendment to this Declaration or the Code of Regulations, the Board shall cause a writing containing the provisions duly adopted by the Unit Owners and mortgagees, all exhibits to be attached thereto, and a certification that it was adopted in accordance with the requirements of this Article to be executed and acknowledged with the same formalities as this Declaration by two officers of the Association. An amendment satisfying the requirements of this Article shall become effective immediately upon the filing of such amendment with the Recorder's Office, Franklin County, Ohio.

ARTICLE XVI

CONDEMNATION

A. Common or Limited Common Areas and Facilities Other Than Unit Buildings. In the event all or any part of the Common or Limited Common Areas and Facilities not constituting all or any part of a Unit Building shall be taken or condemned by any authority having the power of eminent domain, and if the total sum of the compensation and damage proceeds payable on account of such taking or condemnation shall exceed \$25,000.00, such proceeds shall be payable to the Insurance Trustee to be held and disbursed by said Trustee on behalf of the Association, the Unit Owners and holders of first mortgages on Units, if any. If such proceeds do not exceed \$25,000, they shall be payable to the Association and delivered to the Treasurer of the Association. Such compensation or damage funds held by the Insurance Trustee shall be applied first toward restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Drawings or in accordance with any new plans and specifications that are unanimously approved by the Unit Owners and are added to the Drawings by an Amendment to this Declaration. All such restoration shall be authorized and administered by the Board. In the event the cost of the restorations exceeds the funds held by the Insurance Trustee, the Board may pay all or any part of the excess cost of the restorations from the Capital Improvements Reserve Fund or may assess such excess cost against

all Unit Owners as Special Capital Improvements Assessments. In the event the funds held by the Insurance Trustee exceed the cost of the restorations, any funds remaining after the reconstruction costs are paid shall be distributed to the Unit Owners or their mortgagees, as their interests may appear, in proportion to the percentage interest in the Common Areas and Facilities appurtenant to each Unit.

B. Unit Buildings. In the event all or any portion of any Unit shall become the subject matter of any condemnation, eminent domain or other acquisition proceeding instituted by any authority having the power of eminent domain, the owner of such Unit shall notify timely in writing the holder of the first mortgage encumbering his Unit of such proceeding.

In the event all or any portion of any Unit Building shall be taken or condemned as a result of any such condemnation, eminent domain or acquisition proceeding, if the aggregate amount of compensation and damage proceeds payable on account of such taking or condemnation shall exceed \$25,000.00, such proceeds shall be paid to the Insurance Trustee to be held and disbursed by said Trustee as hereinafter provided on behalf of the Association, the Unit Owners and the holders of first mortgages on any Units partially or wholly taken or condemned. If such proceeds shall not exceed \$25,000.00, they shall be paid to the Association.

From such compensation and damage proceeds the Trustee or the Board shall first pay to the Owners of Units that were wholly taken or condemned and to the Owners of Units that were partially taken but cannot be fully restored or reconstructed pursuant to the judgment of such condemnation or acquisition proceeding the fair value of such Units as determined by the judicial or administrative authority exercising jurisdiction over the condemnation, eminent domain, or acquisition proceeding. In the event such authority fails to establish a separate fair value for each Unit wholly taken or condemned or for each unrestorable Unit, the fair value of any such Unit shall be determined by the majority opinion of three appraisers appointed by the Association to determine such value.

Any proceeds remaining after paying the fair values of such wholly taken or condemned or unrestorable Units shall be applied to the cost of reconstructing any restorable partially taken or condemned Unit in accordance with the Drawings or any new plans or specifications that are unanimously adopted by the Unit Owners and added to the Drawings by an amendment to this Declaration. In the event the cost of repairing such restorable Units shall exceed the proceeds held by the Trustee or the Association, such excess costs shall be paid from the Capital Improvements Reserve Fund or from Special Capital Improvement Assessments charged against all Unit Owners. Provided that, if Unit Owners entitled to exercise not less than 75% of the voting power of all Unit Owners vote at a meeting of Unit Owners within thirty (30) days after the date of the taking or condemnation not to reconstruct any restorable partially condemned or taken Units, the Board shall cause all remains of such damaged Units to be removed and shall cause the remaining Land to be restored to an orderly condition and even grade. The cost of removing such remains and restoring the Land shall be paid from the Capital Improvements Reserve Fund or shall be charged as a Special Capital Improvements Assessment against all Unit Owners.

If the Unit Owners vote not to reconstruct such restorable Units, the Trustee or the Association shall pay to the Owners of such Units the fair market value of such Units determined as of the day immediately preceding the date the condemnation or acquisition proceeding was instituted. Such value shall be determined by the majority opinion of three professional appraisers appointed by the Board. Any funds remaining after paying the above-described fair values to any Owner(s) whose Unit(s) were wholly taken or condemned shall be applied to the payments to be paid to any Owner(s) or mortgagee(s), as their interests may appear, of any restorable Unit(s) that shall not be reconstructed.

If the restorable Units are reconstructed and if any remaining proceeds held by the Trustee or the Association exceed the costs of restoring such Units, the excess proceeds shall be paid to the Owners of wholly taken or nonrestorable Units in proportion to the percentage interests in the Common Areas and Facilities appurtenant to their Units, or if no Units were wholly taken, to the Capital Improvements Reserve Fund.

If any condemnation proceeds remain after the Trustee or the Association pays the fair value(s) of any wholly taken Unit(s), of any unrestorable Unit(s), and of any restorable Unit(s) which the Association elects not to restore and after the costs of restoring any restorable Unit(s) have been paid, such proceeds shall be deposited in the Capital Improvements Receive Fund.

ARTICLE XVII

EXPANSION OF THE CONDOMINIUM

A. Option to Add Units to the Condominium; Limitations on Right to Exercise Option. Developer, on behalf of itself and its successors and assigns who may hereafter stand in the same relation to the Condominium Property as Developer, hereby reserves the right and option to expand the Condominium Property of the Condominium by annexing thereto any or all of Parcels I, II, III, IV, or V of the Additional Land, and further reserves the right and option to proportionately decrease the percentage interest in the Common Areas and Facilities appurtenant to each Unit in the Condominium as herein- after provided in connection with the annexation of any or all of Parcels I, II, III, and V of the Additional Land to the Condominium Property (the above- described rights to expand the Condominium Property and to proportionately decrease the percentage interests of the Units hereinafter being collectively referred to as "Developer's Option"). Developer's Option shall be subject to and shall be performed in accordance with the terms and conditions of this Article XVII.

There shall be no limitations on Developer's right to exercise Developer's Option, except as otherwise provided in this Article XVII. Developer shall not be required to obtain the consent of any Unit Owner, mortgagee, or other person or entity having an interest in the Condominium Property in order to exercise Developer's Option, except the approval of Continental Illinois National Bank and Trust Company of Chicago.

B. Option Period. Unless extended as hereinafter provided, Developer's Option shall expire on the date which is seven (7) years from the date this Declaration is filed of record with the Recorder's Office of Franklin County, Ohio. As of the date of this Declaration, Developer has no knowledge of any events that would cause Developer to terminate Developer's Option prior to the expiration date except the completion of the annexation of all of the Additional Land or the election by Developer not to annex all of the Additional Land or any unannexed portion thereof.

If during the six month period prior to the original expiration date of Developer's Option, a majority of the Unit Owners other than Developer consent to an extension of the expiration date of Developer's Option, Developer may extend Developer's Option for an additional period not exceeding seven (7) years by filing an amendment to this Declaration, which amendment shall state the expiration date of the additional option period approved by such Unit Owners and shall be duly executed and acknowledged by such Unit Owners and by Developer.

C. Anexation: Time, Descriptions of Parcels, Order. From time to time during the Option Period or any extension of the Option Period, Developer may annex all or one or more parcels of the Additional Land to the Condominium Property. Developer shall not be obligated to annex any of such parcels to the Condominium Property. The descriptions of the five parcels of the Additional Land are included in Exhibit C to this Declaration. If Developer annexes a parcel of the Additional Land to the Condominium Property, Developer shall annex the entire parcel described in Exhibit C and not a subdivided portion thereof. Developer may annex the parcels of the Additional Land to the Condominium in any order. The number designation of the parcels do not establish the order in which Developer may annex such parcels.

D. Developer Interest; Release. Developer may reserve any legal or equitable interest in any parcel of the Additional Land that does not unreasonably interfere with the use and enjoyment of such parcel by the Unit

Owners, including without limitation easements across Parcel IV of the Additional Land for the benefit of the other parcels of the Additional Land regardless of whether Developer annexes such parcels to the Condominium Property.

Developer may release at any time all or any portion of the Additional Land from Developer's Option by filing with the Recorder's Office of Franklin County, Ohio an amendment to this Declaration duly executed and acknowledged by Developer describing the portion of the Additional Land to be released from Developer's Option. Such release shall be effective at the time Developer files said amendment with said Recorder's Office.

D. Location of Buildings and Improvements on Additional Land. With the exception of restrictive covenants or reservations of record encumbering the Additional Land and of any limitations established by the zoning, building, or other ordinances or laws of any governmental authority having jurisdiction over the Additional Land, there shall be no restrictions governing the locations of any buildings or improvements presently situated on the Additional Land or to be constructed on the Additional Land. Prior to annexing the Additional Land to the Condominium, Developer may relocate any buildings or improvements presently situated on the Additional Land and may construct new buildings and improvements in such locations thereon as Developer may deem appropriate.

E. Residential Use. Every parcel of the Additional Land which is annexed to the Condominium Property shall be subject to all use restrictions described in this Declaration, including without limitation the use restrictions described in Article VIII of this Declaration. Every parcel of the Additional Land which is annexed to the Condominium Property shall be used for residential uses or for such recreation, maintenance, or similar uses which are permitted in this Declaration as accessory or beneficial to the residential uses of the Units. A parcel of the Additional Land shall not be subject to the provisions of this Declaration until it is annexed to the Condominium Property.

F. Compatibility of Buildings and Improvements. The buildings or improvements presently situated on or hereafter constructed on the parcels of the Additional Land annexed to the Condominium Property shall not be required to be compatible with respect to quality of construction, principal materials used in construction, or architectural style to the buildings or other improvements presently situated on the Condominium Property. With the exception of any laws, ordinances, or regulations of any governmental authority having authority over the Additional Land, there shall be no limitations regulating the characteristics of the Units, buildings or other improvements situated on the Additional Land annexed to the Condominium Property.

G. Additional Units. The Units situated or constructed on any parcel of the Additional Land which is annexed to the Condominium Property shall not be required to be substantially identical to the Units situated on the Condominium Property. With the exception of any limitations on heights, area, design, construction or similar limitations established by any governmental authority having jurisdiction over the Additional Land and of any limitations imposed by any restrictive covenants of record encumbering the Additional Land, Developer may construct any type or design of Unit on any Additional Land annexed to the Condominium Property.

H. Nonstructural Improvements. Developer may construct new non-structural capital improvements in, on, or under the Additional Land including without limitation water, sewerage, electric, and natural gas utility lines. Such construction does not constitute a condition to the annexation of the Additional Land to the Condominium Property. Developer may improve the landscaping of the yard and vegetation areas of the Additional Land. Developer may also repair, restore, alter, replace or otherwise improve non-structural portions of any buildings, sidewalks, drives or other improvements constructed on the Additional Land. Developer may convey or reserve any easements or other interests in, on, over or under the Additional Land that are appropriate to complete the construction, maintenance, or repair of such non-structural repairs; provided that if any such interest reserved or conveyed in any Additional Land annexed to the Condominium Property is determined to be contrary to the provisions of Chapter 5311, the remainder of Developer's rights under this paragraph shall continue in full force and effect.

I. Limitations on Improvements. With the exception of Developer's obligation to comply with all limitations or regulations established by any governmental authority having jurisdiction over the Additional Land or of any restrictive covenants of record encumbering the Additional Land, Developer shall be entitled to construct, repair, restore, renovate or otherwise improve the Additional Land and all buildings and improvements situated or constructed thereon in any manner deemed appropriate by Developer.

J. Maximum Additional Units. The following table specifies the maximum number of Units which may be added to the Condominium in connection with the annexation of each Parcel of the Additional Land to the Condominium Property:

<u>Parcel Number</u>	<u>Maximum Number of Additional Units for the Parcel</u>
I	37 additional units
II✓	15 additional units
III✓	15 additional units
IV✓	0 additional units
V	13 additional units

Provided, however, that if Developer constructs any Unit Building on more than one parcel of the Additional Land and thereafter adds the Units located in such Unit Building to the Condominium by annexing to the Condominium Property all of the parcels on which such Unit Building is situated, the maximum number of Units which may be added to the Condominium in connection with the annexation of such parcels shall be the aggregate sum of the number of Units which may be added to the Condominium in connection with the annexation of each of such parcels.

Notwithstanding the above limitations, if Developer elects not to annex any parcel(s) of the Additional Land to the Condominium Property, Developer may construct on such parcel(s) such greater number of apartment units or other improvements as may be permitted by law.

K. Designation of Common and Limited Common Areas and Facilities. Developer reserves the right to define and designate the land and improvements of the Additional Land annexed to the Condominium Property that shall constitute Common or Limited Common Areas and Facilities of the Condominium Property. Developer may define and designate the type, size, number, and use of all Limited Common Areas and Facilities. Developer may also designate certain land or improvements of any annexed parcel to be Limited Common Areas which may be subsequently assigned by the Board to the exclusive use and benefit of selected Units. Any land or improvements of any annexed parcel which are not designated either as Units or as Limited Common Areas and Facilities shall constitute Common Areas and Facilities.

L. Reallocating Percentage Interests in Common Areas and Facilities. Whenever any new Units are created and added to the Condominium in connection with annexing any or all of the parcels of the Additional Land to the Condominium Property, each existing Unit of the Condominium shall be divested automatically and immediately of its appurtenant percentage interest in the Common Areas and Facilities, and the total undivided percentage interest of ownership in the expanded Common Areas and Facilities shall be proportionately reallocated among all of the Units of the newly expanded Condominium on the basis of the approximate square feet of floor area in each Unit, excluding the floor area of its basement compared to the total square feet of floor area of all of the Units in the Condominium, excluding the total floor area of all basements. The amendment effecting said annexation shall describe the recomputed percentage interest allocated to each and every Unit in the Condominium; and the percentage interests appurtenant to the Units of the Condominium prior to such annexation shall become the percentages of interest stated in said Amendment.

M. Effects of Annexation. Any parcel(s) of the Additional Land annexed to the Condominium Property shall be encumbered with and shall be subject to all of the terms and provisions of this Declaration, to the same extent and with the same effect as if such parcel(s) had been included in the Land submitted to Chapter 5311 by this Declaration. Beginning with the date a

parcel of the Additional Land is annexed to the Condominium Property, the rights, easements, covenants, restrictions, reservations and assessments set forth in this Declaration shall run with, bind, encumber and benefit such annexed parcel in the same manner, to the same extent, and with the same force and effect as said rights and interests affect the Condominium Property.

If a parcel of the Additional Land is annexed to the Condominium Property, a purchaser of a Unit situated in such annexed parcel shall automatically become member of the Association upon receiving title to his Unit. Such additional members shall perform all of the duties and obligations of Association members and may exercise all rights and privileges of Association members, subject to all rights and privileges reserved by Developer in this Declaration.

Upon such annexation the provisions of this Declaration and of the Code of Regulations shall apply in all respects to such annexed parcel(s) of the Additional Land and to the owners, lessees, and mortgagees of Units thereon, with equal meaning and identical force and effect as said provisions now apply to the Land and Units described in this Declaration.

N. Unit Owner and Mortgagee Covenants. By accepting the deed conveying title to a Unit, each Unit Owner, on behalf of himself, his heirs, successors, assigns and all others claiming under him, makes the covenants hereinafter set forth. By filing of record a mortgage encumbering any Unit, each holder of such mortgage, on behalf of itself, its successors and assigns, makes the following covenants and consents to the owner of such encumbered Unit making the covenants hereinafter set forth. The following covenants are made and agreed to by such Owners and mortgagees:

1. Developer shall be entitled to exercise Developer's Option as provided in this Article XVII.

2. Each Unit Owner and Mortgagee waives the right to contest the validity or legality of any amendment to this Declaration which increases the number of Units and the size of the Common and Limited Common Areas and Facilities and which adjusts and reallocates the percentage interests appurtenant to all of the Units in accordance with the provisions set forth in this Article XVII. Each Unit Owner and Mortgagee further agrees that upon the filing of each such amendment the percentage interest in the Common Areas and Facilities appurtenant to every existing Unit shall be automatically divested and reallocated among all of the Units of the Condominium, and the percentage interest of any Unit Owner and of the holder of a mortgage on any Unit shall be the percentage of interest described and allocated in such amendment(s).

3. Each Unit Owner and Mortgagee agrees that the provisions of this Declaration comply in all respects with Chapter 5311 of the Revised Code of Ohio, that the provisions of any amendment to this Declaration annexing any parcel(s) of the Additional Land shall be deemed to comply with Chapter 5311, and that for the purpose of satisfying any provisions of this Declaration or Chapter 5311, all changes in the percentage interests in the Common Areas and Facilities resulting from any such annexation shall be deemed conclusively to be made by the agreement of all Unit Owners and Mortgagees.

O. Amendment and Drawing. Developer shall exercise Developer's Option by filing with the Recorder's Office of Franklin County, Ohio an amendment to this Declaration which shall describe by metes and bounds measures the parcel(s) of the Additional Land being annexed to the Condominium Property. Said amendment shall further contain descriptions of the Units, Unit Buildings, garages, garage buildings, Common Areas and Facilities, and Limited Common Areas and Facilities, shall state the reallocated percentage interests in the Common Areas and Facilities appurtenant to each and every Unit, and shall contain such additional information as may be necessary to satisfy the

requirements of Chapter 5311. Said amendment shall be executed and acknowledged by Developer, together with all other owners or lessees of the Additional Land, if any, in the same manner as this Declaration.

Developer shall file with such amendment drawings of the Additional Land being annexed to the Condominium Property. Such drawings shall depict and designate the Units, Unit Buildings, garages, if any, garage buildings, if any, Common Areas and Facilities, and Limited Common Areas and Facilities, described in the amendment. Said drawings shall comply with the requirements of Chapter 5311 pertaining to Condominium drawings.

Any amendment annexing Additional Land to the Condominium Property shall become effective immediately upon the filing of record of the duly executed amendment and the drawings thereto with the Recorder's Office of Franklin County, Ohio.

ARTICLE XVIII

EASEMENT ACROSS PARCEL IV OF THE ADDITIONAL LAND

A. Easement for Access; Use of Premises. Developer hereby grants and conveys to each Unit Owner, his successors, assigns, family members, authorized occupants, guests and invitees a permanent, non-exclusive easement across Parcel IV of the Additional Land (the "Easement Premises"). Such persons may use the Easement Premises for ingress and egress between the Condominium Property and the roadway presently known as Kenny Road.

Developer hereby further grants and conveys to all public utility companies having utility lines serving the Condominium Property an exclusive easement in, under, over, and upon the Easement Premises only for the purpose of repairing and maintaining any utility service lines located within the Easement Premises that serve the Condominium Property. Except under circumstances reasonably deemed to be an emergency or under circumstances approved by the Developer, such utility companies may enter the Easement Premises to perform such repairs and maintenance only after delivering written notice to Developer and to this Association at least 48 hours prior to entering the Easement Premises.

B. Limitations on Use. Each Unit Owner, and his family members, authorized occupants, guests and invitees shall use the Easement Premises in a reasonable manner and at reasonable times and shall not unreasonably interfere with any other person's reasonable use of the Easement Premises. Each Unit Owner's use of the Easement Premises shall be governed by the provisions of Article VIII of this Declaration. In addition, no Unit Owner or his family members, authorized occupants, guests or invitees may park any vehicle in the Easement Premises without the prior written consent of the Developer and the Association. Developer or the Association may promulgate such reasonable rules, restrictions, and penalties governing the Unit Owners' use of the Easement Premises as the Developer or the Association may deem appropriate for the welfare of the Condominium Property or for Developer's use of the Additional Land.

Each of the aforementioned utility companies shall use the Easement Premises in a reasonable manner and at reasonable times. Except under circumstances reasonably deemed to be an emergency, such utility companies shall not unreasonably interfere with any other person's reasonable use of the Easement Premises without the prior written approval of the Developer and without delivering written notice of such contemplated interference to the Association at least 48 hours prior to entering the Easement Premises.

C. Maintenance and Repair. Prior to the Developer's annexing any of the Additional Land to the Condominium Property, the Association shall timely pay eighty-three percent (83%) of all costs of repairing and maintaining the Easement Premises. During such period Developer shall pay seventeen percent (17%) of such costs. If Developer annexes Parcel I of the Additional Land to the Condominium Property, the Association shall pay an additional 14.5% of the costs of repairing and maintaining the Easement Premises. If Developer annexes Parcel II of the Additional Land to the Condominium Property, the Association shall pay an additional .87% of such costs. If

Developer annexes Parcel III of the Additional Land to the Condominium Property, the Association shall pay an additional .88% of such costs. If Developer annexes Parcel V of the Additional Land to the Condominium Property, the Association shall pay an additional .75% of such costs. If Developer annexes all of the parcels of the Additional Land, including Parcel IV, to the Condominium Property, the Association shall pay all of such costs. If Developer fails to annex any parcel(s) of the Additional Land to the Condominium, the percentage of such costs of repair allocable to Developer, its successors and assigns, with respect to such parcel(s) shall be adjusted to be a percentage mutually agreeable to Developer and the Board. If Developer and the Board fail to agree on such percentage, the percentage shall be determined by a qualified arbitrator mutually selected by Developer and the Board. All such costs of maintenance and repair paid by the Association shall be a Common Expense of the Unit Owners.

Notwithstanding the above, if Developer shall cause any extraordinary damage or wear and tear to the Easement Premises, Developer shall repair at its own expense such extraordinary damage or wear and tear.

D. Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the Unit Owners, and the Developer against claims for personal injury and property damage occurring in or upon the Easement Premises. The amount of coverage of such insurance shall in no event be less than \$1,000,000 for any bodily injury or death and any property damage suffered in any one accident occurring in the Easement Premises. The insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner or occupant or the Developer because of the negligent act of the Association or any other Unit Owner or occupant. The policy shall also contain a cross-liability endorsement under which the rights of any named insured under the policy shall not be prejudiced with respect to any action he may have against another named insured. The policy shall further provide that the coverage of any insured shall not be cancelled, substantially modified, or otherwise altered by any act or failure to act of the Association, any Unit Owner, or the Developer, without the insurer's delivering written notice thereof to all of the named insureds at least thirty days prior to the date of such cancellation or modification.

The Association and the Developer shall share the costs of maintaining such insurance only with respect to the Easement Premises. The Association shall pay the same percentages of the cost of maintaining such insurance as are described in Section C of this Article XVII pertaining to the costs of maintaining the Easement Premises.

E. Acceptance of Easement; Indemnification. By accepting the deed conveying title to a Unit, each Unit Owner, on behalf of himself, his heirs, successors and assigns, accepts the easement conveyed in this Article XVII and agrees that the Association shall perform all of the covenants and obligations of the Association contained in this Article. Each Unit Owner hereby further agrees on behalf of himself, his heirs, successors and assigns and on behalf of the Association, that each Unit Owner and the Association will indemnify and save the Developer harmless from and against all damages, loss, claims, demands, or proceedings arising out of the negligent, reckless or willful use of the Easement Premises by any Unit Owner or his family members, authorized occupants, guests or invitees.

ARTICLE XIX

GENERAL PROVISIONS

A. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens, charges, rights, powers, privileges and obligations created, granted, conveyed or reserved hereunder shall run with and bind the Condominium Property, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, the Association, and their respective heirs, executors, administrators, successors and assigns.

B. Severability. If any Article, section, paragraph, sentence, clause or word in this Declaration or the Code of Regulations, or if the application thereof, shall in any circumstance be held by any court of competent jurisdiction to be in conflict with any law of the State of Ohio, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the invalidating of any such provision or language shall not affect the remaining provisions or language of this Declaration or the Code of Regulations, which shall thereafter continue in full force and effect.

C. Developer Obligations. Developer will assume the rights and obligations of a Unit Owner in its capacity as owner of condominium ownership interests not yet sold, including without limitation the obligation to pay Common Expenses charged to such interests, from the date this Declaration is filed of record.

D. Enforcement; Waiver. In addition to any other rights or remedies provided in this Declaration, the Association, acting through the Board or any Officer, employee or agent authorized by the Board, and each Unit Owner shall be entitled to enforce in a proceeding at law or in equity all provisions of this Declaration, the Code of Regulations or the Rules hereafter adopted by the Board. The Association shall be entitled to assess reasonable charges against a Unit Owner who violates such provisions, including charges for the costs of enforcement. Failure of the Association or any Unit Owner to enforce such provisions in any manner shall in no event constitute a waiver of any right to enforce at any later time any violation of such provisions. By accepting a deed to a Unit, each Unit Owner is deemed to waive the defenses of laches and of any statute of limitations in connection with the enforcement by the Association of such violations.

Each Unit Owner shall have a cause of action against the Association for failure to comply with the provisions of this Declaration, the Code of Regulations, the Rules or any applicable law of the State of Ohio.

E. Gender. The use of the masculine gender in this Declaration shall be construed to mean the feminine and neuter genders and the use of the singular shall be construed to mean the plural whenever the context so requires.

F. Captions. The caption of each Article or Section of this Declaration or the Code of Regulations is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration or the Code of Regulations.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by its duly authorized officer this ____ day of _____, 1981.

Signed in the presence of:

Developer:
THE KLINGBEIL COMPANY, an Ohio corporation

By _____

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a notary public, this ____ day of _____, 1981, by _____ of The Klingbeil Company, an Ohio corporation, on behalf of said corporation.

Notary Public

Exhibit B

Table of Unit Designations

<u>Unit Graphical Designation</u>	<u>Street Address (Rd.)</u>	<u>Unit Approximate Area</u>	<u>No. of Habitable Rooms</u>	<u>Appurtenant % Interest in Common and Ltd. Com. Areas</u>
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EXHIBIT A

THE LAND

5.069 Acre Tract

Situate in the State of Ohio, County of Franklin, City of Columbus and being in Quarter Township 3, Township 1, Range 18, United States Military Lands, and being part of that 8.351 Acre tract conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, Page 298, records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at a northeasterly corner of said 8.351 Acre tract being also the northwesterly corner of that 0.430 Acre Parcel No. 1 conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, Page 304 of the aforementioned records; thence S. 04° 45' W. along an easterly line of said 8.351 Acre tract and the westerly line of said 0.430 Acre tract and said line extended southerly, 137.00 ft. to a point in the northerly line of a certain 0.586 Acre tract (designated Additional Land Parcel No. IV - Optional); thence N. 85° 30' W. along the northerly line of said 0.586 Acre tract, 586.86 ft. to a point at a northwesterly corner of said 0.586 Acre tract; thence S. 04° 30' W. along a westerly line of said 0.586 Acre tract, 59.25 ft. to an angle point in said westerly line; thence S. 18° 12' 30" E. and continuing along said westerly line, 64.88 ft. to an angle point in said westerly line; thence S. 04° 30' W. and continuing along said westerly line, 33.90 ft. to a point at a southwesterly corner of said 0.586 Acre tract and in the northerly line of a certain 1.044 Acre tract (designated Additional Land Parcel No. I - Optional); thence N. 85° 30' W. along the northerly line of said 1.044 Acre tract, 36.25 ft. to a point at the northwesterly corner of said 1.044 Acre tract; thence S. 26° 44' 28" W. along the westerly line of said 1.044 Acre tract, 116.80 ft. to a point at the southwesterly corner of said 1.044 Acre tract and in the southerly line of said 8.351 Acre tract and in the northerly line of that 0.528 Acre tract conveyed to Christine A. Apple by deed of record in Deed Book 3552, Page 666 of the aforementioned records; thence N. 85° 30' W. along the southerly line of said 8.351 Acre tract and along the northerly line of said 0.528 Acre tract and along the northerly line of the following adjoining properties:

Reitter Stucco Inc., 0.953 Acres, Deed Book 2032, Page 319 and

Armando J. & Vera Amicon, 0.144 Acres, Deed Book 2773, Page 427

all references being to the aforementioned records; 303.10 ft. to a point at the southwesterly corner of said 8.351 Acre tract; said point also being in

EXHIBIT A

5.069 Acre Tract

THE LAND (continued)

the easterly line of that 5.108 Acre tract conveyed to Sun Life Assurance Company of Canada by deed of record in Deed Book 3073, Page 249 of the aforementioned records; thence N. 04° 45' E. along the westerly line of said 8.351 Acre tract and along the easterly line of said 5.108 Acre tract, 398.11 ft. to a point at the northwesterly corner of said 8.351 Acre tract, said point being in the southerly line of Steelwood Road, Dedication of record in Plat Book 30, Page 46 of the aforementioned records; thence S. 85° 30' E. and along a northerly line of said 8.351 Acre tract and along said southerly line of Steelwood Road and along the southerly line of the following adjoining properties:

Relief and Annuity Board of the Southern Baptist Convention Deed Book 2007, Page 195

Joseph M. Stewart 0.358 Acres, Deed Book 3297, Page 300

all references being the aforementioned records, 944.24 ft. to the point of beginning, containing 5.069 Acres, more or less, subject to all easements and restrictions of record.

EXHIBIT A (continued--page 2)

THE LAND

0.988 ACRE TRACT

Situate in the State of Ohio, County of Franklin, City of Columbus and being in Quarter Township 3, Township 1, Range 18, United States Military Lands, and being part of that 8.351 Acre tract conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, Page 298, records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning for reference at a point in the centerline of Kenny Road at a southeasterly corner of said 8.351 Acre tract being also the northeasterly corner of that 0.424 Acre Parcel No. 2 conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, Page 304 of the aforementioned records; thence N. 04° 45' E. along the centerline of Kenny Road and an easterly line of said 8.351 Acre tract, 12.0 ft. to a point at a southeasterly corner of a certain 0.586 Acre tract (designated Additional Land Parcel No. IV - Optional); thence N. 85° 30' W. along a southerly line of said 0.586 Acre tract, 354.85 ft. to the true place of beginning of the herein described tract, and at the northeast corner of the herein described tract; thence from said true place of beginning S. 04° 30' W., 85.70 ft. to an angle point in the easterly line of the herein described tract; thence S. 34° 30' W. and continuing along said easterly line 47.69 ft. to a point at the southeasterly corner of the herein described tract and in the northerly line of a certain 1.044 Acre tract (designated as Additional Land Parcel No. I - Optional); thence N. 85° 30' W. along the northerly line of said 1.044 Acre tract, 297.14 ft. to a point at the southwesterly corner of the herein described tract; thence N. 18° 12' 30" W., 80.07 ft. to an angle point in the westerly line of the herein described tract; thence N. 04° 30' E. and continuing along said westerly line 53.13 ft. to a point at the northwesterly corner of the herein described tract and in a southerly line of the aforesaid 0.586 Acre tract; thence S. 85° 30' E. along a southerly line of said 0.586 Acre tract, 351.90 ft. to the true place of beginning, containing 0.988 Acres, more or less, subject to all easements and restrictions shown of record.

EXHIBIT A (continued--page3).

THE LAND

.580 Acre Tract

Situate in the State of Ohio, County of Franklin, City of Columbus and being in Quarter Township 3, Township 1, Range 18, United States Military Lands, and being part of that 8.351 Acre tract conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, page 298, records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning for reference at a point in the centerline of Kenny Road at a southeasterly corner of said 8.351 Acre tract being also the northeasterly corner of that 0.424 Acre Parcel No. 2, conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, Page 304 of the aforementioned records; thence N. 85° 30' W. along a southerly line of said 8.351 Acre tract and the northerly line of said 0.424 Acre tract, 150.00 ft. to the true place of beginning of the herein described tract, said true place of beginning being a southeasterly corner of said 8.351 Acre tract and the northwesterly corner of said 0.424 Acre tract; thence from said true place of beginning S. 4° 45' W. along an easterly line of said 8.351 Acre tract and the westerly line of said 0.424 Acre tract, 125.00 ft. to a point at a southeasterly corner of said 8.351 Acre tract being also the northeasterly corner of that 0.45 Acre tract conveyed to Buel Gatterdam by deed of record in Deed Book 1930, Page 625 of the aforementioned records and also being the southeasterly corner of the herein described tract; thence N. 85° 30' W. along a southerly line of said 8.351 Acre tract and the northerly line of said 0.45 Acre tract, 184.25 ft. to a point at a southeasterly corner of a certain 1.044 Acre tract (designated as Additional Land Parcel No. I - Optional); thence N. 04° 30' E. along an easterly line of said 1.044 Acre tract and an easterly line of a certain 0.586 Acre tract (designated as Additional Land Parcel No. IV - Optional), 137.00 ft. to a point at a southeasterly corner of said 0.586 Acre tract; thence S. 85° 30' E. along a southerly line of said 0.586 Acre tract, 184.85 ft. to a point at the northwesterly corner of a certain 0.465 Acre tract (designated as Additional Land Parcel No. II - Optional); thence S. 04° 45' E. along the westerly line of said 0.465 Acre tract, 12.0 ft. to the true place of beginning, containing 0.580 Acres, more or less, subject to all easements and restrictions shown of record.

Exhibit B

Table of Unit Designations

Building Number	Unit Graphical Designation	Street Address	Unit Type (No. of Bedrooms)	Unit Approximate Area	No. of Habitable Rooms	Interest in Common and Ltd. Com. Areas
1	1	1065 Sells A	1 br.	585	4	.006905
	2	1065 Sells B	1 br.	592	4	.006988
	3	1065 Sells C	1 br.	585	4	.006905
	4	1065 Sells D	1 br.	592	4	.006988
	5	1065 Sells E	2 br.	928	6	.010954
	6	1065 Sells F	2 br.	928	6	.010954
	7	1065 Sells G	2 br.	928	6	.010954
	8	1065 Sells H	2 br.	928	6	.010954
	9	1065 Sells I	1 br.	585	4	.006905
	10	1065 Sells J	1 br.	592	4	.006988
	11	1065 Sells K	1 br.	585	4	.006905
	12	1065 Sells L	1 br.	592	4	.006988
2	13	1083 Sells A	1 br.	585	4	.006905
	14	1083 Sells B	1 br.	592	4	.006988
	15	1083 Sells C	1 br.	585	4	.006905
	16	1083 Sells D	1 br.	592	4	.006988
	17	1083 Sells E	2 br.	928	6	.010954
	18	1083 Sells F	2 br.	928	6	.010954
	19	1083 Sells G	2 br.	928	6	.010954
	20	1083 Sells H	2 br.	928	6	.010954
	21	1083 Sells I	1 br.	585	4	.006905
	22	1083 Sells J	1 br.	592	4	.006988
	23	1083 Sells K	1 br.	585	4	.006905
	24	1083 Sells L	1 br.	592	4	.006988
3	25	1109 Sells A	1 br.	585	4	.006905
	26	1109 Sells B	1 br.	592	4	.006988
	27	1109 Sells C	1 br.	585	4	.006905
	28	1109 Sells D	1 br.	592	4	.006988
	29	1109 Sells E	2 br.	928	6	.010954
	30	1109 Sells F	2 br.	928	6	.010954
	31	1109 Sells G	2 br.	928	6	.010954
	32	1109 Sells H	2 br.	928	6	.010954
	33	1109 Sells I	1 br.	585	4	.006905
	34	1109 Sells J	1 br.	592	4	.006988
	35	1109 Sells K	1 br.	585	4	.006905
	36	1109 Sells L	1 br.	592	4	.006988
4	37	1129 Sells A	2 br.	950	6	.011213
	38	1129 Sells B	2 br.	950	6	.011213
	39	1129 Sells C	2 br.	950	6	.011213
	40	1129 Sells D	2 br.	950	6	.011213
5	41	1139 Sells A	2 br.	950	6	.011213
	42	1139 Sells B	2 br.	950	6	.011213
	43	1139 Sells C	2 br.	950	6	.011213
	44	1139 Sells D	2 br.	950	6	.011213
6	45	1149 Sells A	2 br.	950	6	.011213
	46	1149 Sells B	2 br.	950	6	.011213
	47	1149 Sells C	2 br.	950	6	.011213
	48	1149 Sells D	2 br.	950	6	.011213
7	49	1159 Sells A	2 br.	950	6	.011213
	50	1159 Sells B	2 br.	950	6	.011213
	51	1159 Sells C	2 br.	950	6	.011213
	52	1159 Sells D	2 br.	950	6	.011213

Building Number	Unit Graphical Designation	Street Address	Unit Type (No. of Bedrooms)	Unit Approximate Area	No. of Habitable Rooms	Interest in Common and Ltd. Com. Areas
8	53	1165 Sells A	2 br.	950	6	.011213
	54	1165 Sells B	2 br.	950	6	.011213
	55	1165 Sells C	2 br.	950	6	.011213
	56	1165 Sells D	2 br.	950	6	.011213
9	57	1164 Sells A	2 br.	950	6	.011213
	58	1164 Sells B	2 br.	950	6	.011213
	59	1164 Sells C	2 br.	950	6	.011213
	60	1164 Sells D	2 br.	950	6	.011213
10	61	1150 Sells A	2 br.	950	6	.011213
	62	1150 Sells B	2 br.	950	6	.011213
	63	1150 Sells C	2 br.	950	6	.011213
	64	1150 Sells D	2 br.	950	6	.001213
11	65	1138 Sells A	2 br.	950	6	.011213
	66	1138 Sells B	2 br.	950	6	.001213
	67	1138 Sells C	2 br.	950	6	.001213
	68	1138 Sells D	2 br.	950	6	.001213
12	69	1124 Sells A	2 br.	950	6	.001213
	70	1124 Sells B	2 br.	950	6	.001213
	71	1124 Sells C	2 br.	950	6	.001213
	72	1124 Sells D	2 br.	950	6	.001213
13	73	1106 Sells A	1 br.	585	4	.006905
	74	1106 Sells B	1 br.	592	4	.006988
	75	1106 Sells C	1 br.	585	4	.006905
	76	1106 Sells D	1 br.	592	4	.006988
	77	1106 Sells E	2 br.	928	6	.010954
	78	1106 Sells F	2 br.	928	6	.010954
	79	1106 Sells G	2 br.	928	6	.010954
	80	1106 Sells H	2 br.	928	6	.010954
	81	1106 Sells I	1 br.	585	4	.006905
	82	1106 Sells J	1 br.	592	4	.006988
14	83	1106 Sells K	1 br.	585	4	.006905
	84	1106 Sells L	1 br.	592	4	.006988
	85	1084 Sells A	1 br.	585	4	.006905
	86	1084 Sells B	1 br.	592	4	.006988
	87	1084 Sells C	1 br.	585	4	.006905
	88	1084 Sells D	1 br.	592	4	.006988
	89	1084 Sells E	2 br.	928	6	.010954
	90	1084 Sells F	2 br.	928	6	.010954
	91	1084 Sells G	2 br.	928	6	.010954
	92	1084 Sells H	2 br.	928	6	.010954
15	93	1084 Sells I	1 br.	585	4	.006905
	94	1084 Sells J	1 br.	592	4	.006988
	95	1085 Sells K	1 br.	585	4	.006905
	96	1084 Sells L	1 br.	592	4	.006988
	97	1060 Sells A	1 br.	585	4	.006905
	98	1060 Sells B	1 br.	592	4	.006988
	99	1060 Sells C	1 br.	585	4	.006905
	100	1060 Sells D	1 br.	592	4	.006988
	101	1060 Sells E	2 br.	928	6	.010954
	102	1060 Sells F	2 br.	928	6	.010954
103	1060 Sells G	2 br.	928	6	.010954	
104	1060 Sells H	2 br.	928	6	.010954	
105	1060 Sells I	1 br.	585	4	.006905	
106	1060 Sells J	1 br.	592	4	.006988	
107	1060 Sells K	1 br.	585	4	.006905	
108	1060 Sells L	1 br.	592	4	.006988	

EXHIBIT C

ADDITIONAL LAND

PARCEL NO. I

Situate in the State of Ohio, County of Franklin, City of Columbus and being in Quarter Township 3, Township 1, Range 18, United States Military Lands, and being part of that 8.351 Acre tract conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, page 298, records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning for reference at a southeasterly corner of the above mentioned 8.351 Acre tract, said point also being the northeasterly corner of that 0.45 Acre tract conveyed to Buel Gatterdam by deed of record in Deed Book 1930, page 625 of the aforementioned records; thence N. 85° 30' W. along a southerly line of said 8.351 Acre tract, and the northerly line of said 0.45 Acre tract, 184.25 ft. to the true place of beginning of the herein described tract; thence from said true place of beginning N. 85° 30' W. and continuing along the aforesaid southerly line of said 8.351 Acre tract, and northerly line of said 0.45 Acre tract, 15.75 ft. to a point at a southeasterly corner of said 8.351 Acre tract and at the northwesterly corner of said 0.45 Acre tract; thence S. 04° 45' W. along an easterly line of said 8.351 Acre tract and the westerly line of said 0.45 Acre tract, 98.11 ft. to a point at a southeast corner of said 8.351 Acre tract and at the southwest corner of said 0.45 Acre tract; thence N. 85° 30' W. along a southerly line of said 8.351 Acre tract and along the northerly line of the following adjoining properties:

D. L. Kuhn et al, 1.139 Acres, Deed Book 2623, Page 239;
Amelita Mirolo et al, 0.981 Acres, Deed Book 3045, Page 558;
Sheldon S. Hart et al, 0.491 Acres, Deed Book 3616, Page 220;
Christine A. Apple, 0.528 Acres, Deed Book 3552, Page 666; all references being in the aforementioned records, 441.14 ft. to a point at the southwesterly corner of the herein described tract; thence N. 26° 44' 28" E., 116.80 ft. to a point at the northwesterly corner of the herein described tract; thence S. 85° 30' E., 413.11 ft. to a point at the northeasterly corner of the herein described tract; thence S. 04° 30' W., 10.00 ft. to the true place of beginning; containing 1.044 acres, more or less, subject to all easements and restrictions shown of record; |

ADDITIONAL LAND

PARCEL NO. II

Situate in the State of Ohio, County of Franklin and partly in the City of Columbus and partly in Clinton Township and being part of Quarter Township 3, Township 1, Range 18, United States Military Lands and being all of that 0.424 Acre Parcel No. 2 conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, Page 304 together with part of that 8.351 Acre tract conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, Page 298 both records being in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at a point in the centerline of Kenny Road and at the southeasterly corner of the 0.424 Acre tract, above mentioned, and at the northeasterly corner of that 0.343 Acre tract conveyed to Buel Gatterdam by deed of record in Deed Book 1930, Page 629, of the aforementioned records; thence N. 85° 30' W. along the southerly line of said 0.424 Acre tract and the northerly line of said 0.343 Acre tract, 150.00 ft. to a point at the southwesterly corner of said 0.424 Acre tract and at the northwesterly corner of said 0.343 Acre tract and in an easterly line of the 8.351 Acre tract, above mentioned, passing a point on line at the Corporation Line of the City of Columbus at 25.0 ft.; thence N. 04° 45' E. along the westerly line of said 0.424 Acre tract and an easterly line of said 8.351 Acre tract and said lines extended northerly, 135.11 ft. to a point in the south line of a certain 0.586 Acre tract (designated as Additional Land Parcel No. IV - optional), passing the northwesterly corner of said 0.424 Acre tract at 123.11 ft.; thence S. 85° 30' E. along the southerly line of said 0.586 Acre tract, 150.00 ft. to a point at the southeasterly corner of said 0.586 Acre tract and in an easterly line of said 8.351 Acre tract and also in the centerline of Kenny Road, passing a point on line at the Corporation Line of the City of Columbus at 125.0 ft.; thence S. 04° 45' W. along the centerline of Kenny Road, and easterly line of said 8.351 Acre tract and the easterly line of said 0.424 Acre tract, 135.11 ft. to the point of beginning, containing 0.465 Acres, more or less, of which 0.388 Acres are in the City of Columbus and 0.077 Acres are in Clinton Township, subject to all easements and restrictions shown of record.

ADDITIONAL LAND

PARCEL NO. III

Situate in the State of Ohio, County of Franklin and partly in the City of Columbus and partly in Clinton Township, and being part of Quarter Township 3, Township 1, Range 18, United States Military Lands and being all of that 0.430 Acre Parcel No. 1 conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, Page 304 together with part of that 8.351 Acre tract conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, Page 298, both records being in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at a point in the centerline of Kenny Road and at the northeasterly corner of the 0.430 Acre tract, above mentioned, and at the southeasterly corner of that 0.358 Acre tract conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, Page 300 of the aforementioned records; thence S. 04° 45' W. along the centerline of Kenny Road, the easterly line of said 0.430 Acre tract and an easterly line of the 8.351 Acre tract, above mentioned, 137.00 ft. to a point at a northeasterly corner of a certain 0.586 Acre tract (designated as Additional Land Parcel No. IV - Optional), passing the southeasterly corner of said 0.430 Acre tract at 125.00 ft.; thence N. 85° 30' W. along a northerly line of said 0.586 Acre tract, 150.00 ft. to a point; passing a point on line at the Corporation Line of the City of Columbus at 25.0 ft.; thence N. 04° 45' E. along the westerly line of said 0.430 Acre tract and an easterly line of said 8.351 Acre tract and said line extended southerly, 137.00 ft. to a point at the northwesterly corner of said 0.430 Acre tract and at a northeasterly corner of said 8.351 Acre tract and in the southerly line of the aforesaid 0.358 Acre tract; thence S. 85° 30' E. along the northerly line of said 0.430 Acre tract and the southerly line of said 0.358 Acre tract, 150.00 ft. to the point of beginning, passing at point on line at the Corporation Line of the City of Columbus at 125.00 ft., containing 0.472 Acres, more or less of which 0.393 Acres is in the City of Columbus and 0.079 Acres is in Clinton Township, subject to all easements and restrictions shown of record.

EXHIBIT C (continued--page 4)

ADDITIONAL LAND

PARCEL NO. IV

Situate in the State of Ohio, County of Franklin, and partly in the City of Columbus and partly in Clinton Township and being part of Quarter Township 3, Township 1, Range 18, United States Military Lands and being part of that 8.351 Acre tract conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, Page 298, records of the Recorder's Office; Franklin County, Ohio and being more particularly described as follows:

Beginning for reference at a point in the centerline of Kenny Road at a northeasterly corner of said 8.351 Acre tract being also the southeasterly corner of that 0.430 Acre Parcel No. 1 conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, Page 304 of the aforementioned records; thence S. 04° 45' W. along the centerline of Kenny Road and an easterly line of said 8.351 Acre tract, 12.0 ft. to the true place of beginning of the herein described tract; thence from said true place of beginning S. 04° 45' W. and continuing along the centerline of Kenny Road and an easterly line of said 8.351 Acre tract, 26.0 ft. to a point; thence N. 85° 30' W., 334.85 ft. to a point; passing a point on line at the Corporation Line of the City of Columbus at 25.0 ft.; thence S. 04° 30' W., 127.00 ft. to a point at the northeasterly corner of a certain 1.044 Acre tract; thence N. 85° 30' W. and along the northerly line of said 1.044 Acre tract, 43.85 ft. to a point; thence N. 34° 30' E., 47.69 ft. to a point; thence N. 04° 30' E., 85.70 ft. to a point; thence N. 85° 30' W., 351.90 ft. to a point; thence S. 04° 30' W., 53.13 ft. to a point; thence S. 18° 12' 30" E., 80.07 ft. to a point in the northerly line of said 1.044 Acre tract; thence N. 85° 30' W. and along the northerly line of said 1.044 Acre tract; 35.87 ft. to a point; thence N. 04° 30' E., 33.90 ft. to a point; thence N. 18° 12' 30" W., 64.88 ft. to a point; thence N. 04° 30' E., 59.25 ft. to a point; thence S. 85° 30' E., 736.86 ft. to the true point of beginning passing a point on line at the Corporation Line of the City of Columbus at 711.86 ft., containing 0.586 Acres, more or less, subject to all easements and restrictions of record.

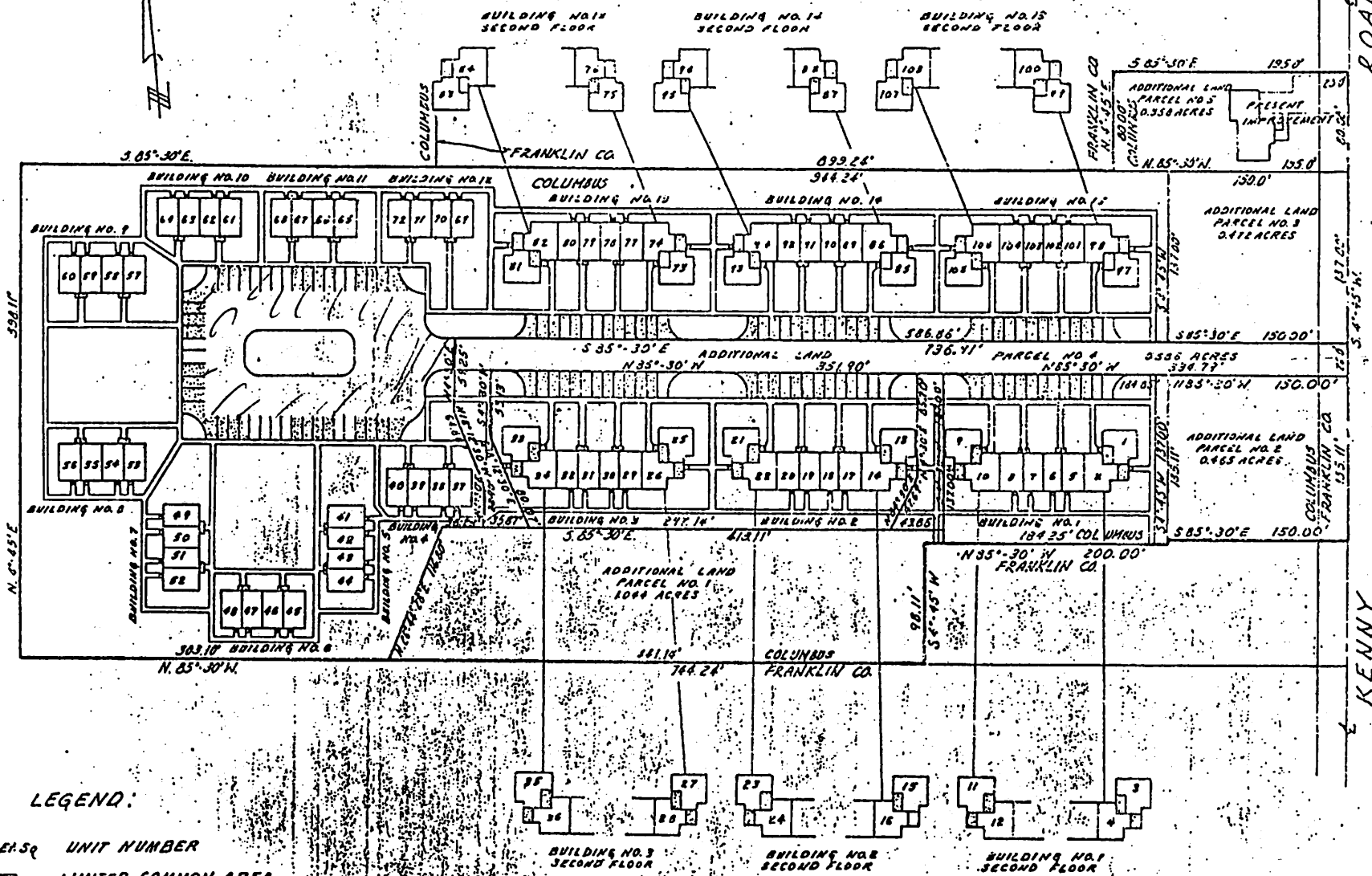
ADDITIONAL LAND

PARCEL NO. V

0.358 Acre Tract - Kenny Road - 80' x 195'

Situate in the State of Ohio, County of Franklin and partly in the City of Columbus and partly in Clinton Township and being part of Quarter Township 3, Township 1, Range 18, US Military Lands and being all of that 0.358 acre tract conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, Page 300, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a spike in the centerline of Kenny Road at the intersection of the southerly line of Steelwood Road, Dedication of record in Plat Book 30, page 46 of the aforementioned records, with said centerline; thence S. 4°-45' W. along said centerline 80 ft. to a spike at the northeasterly corner of that 0.430 Acre Parcel No. 1 conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, page 304 of the aforementioned records, thence N. 85°-30' W. along the northerly line of said 0.430 acre tract and along a northerly line of that 8.351 acre tract conveyed to Joseph M. Stewart by deed of record in Deed Book 3297, page 298 of the aforementioned records, 195 ft. to an iron pin, passing an iron pin on line and the corporation line of the City of Columbus at 25 ft.; thence N. 4°-45' E. along an easterly line of that tract conveyed to the Relief and Annuity Board of the Southern Baptist Convention by deed of record in Deed Book 2007, page 195 of the aforementioned records, 30 ft. to an iron pin in the southerly line of Steelwood Road; thence S. 85°-30' E. along the southerly line of Steelwood Road, 195 ft. to the place of beginning, passing an iron pin on line and the Corporation line of the City of Columbus at 170 ft., containing 0.358 acres, more or less; of which 0.312 acres is in the City of Columbus and 0.046 acres is in the right-of-way of Kenny Road and is in Clinton Township; subject to the right-of-way of Kenny Road; also subject to all easements and restrictions of record.



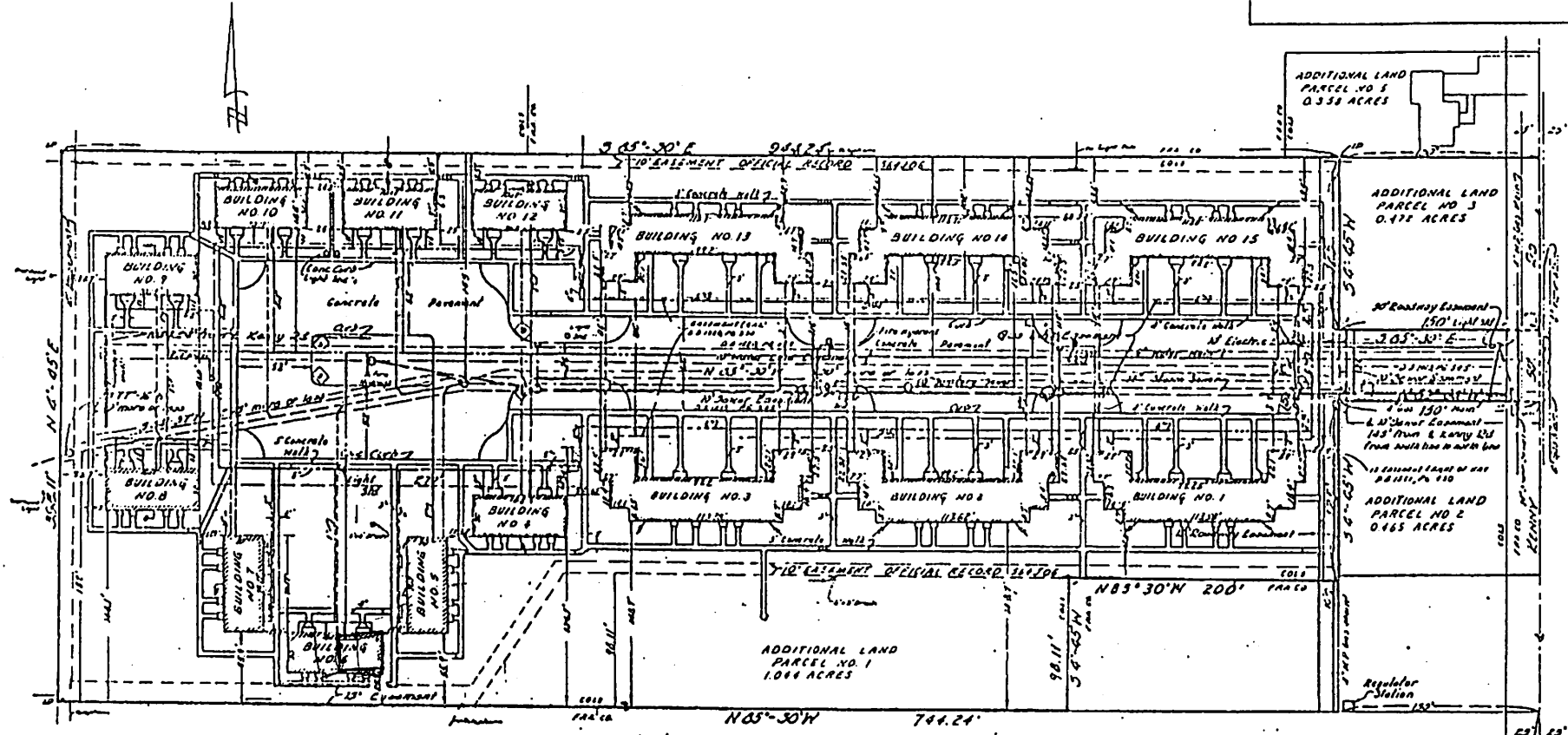
LEGEND:

- 1 EASy UNIT NUMBER
 - LIMITED COMMON AREA
- ALL AREAS NOT DESIGNATED AS UNITS OR LIMITED COMMON AREAS DEPICT COMMON AREAS.

SOMERSET SQUARE, A CONDOMINIUM
SITE PLAN

THE JENNINGS - LAWRENCE CO.
ENGINEERS & SURVEYORS
555 BUTTLES AVE. COLUMBUS, OHIO

Exhibit D



LEGEND:

- Overhead Electric, Telephone, and/or Television Cable Wires
- Sanitary Sewer & Manhole
- Storm Sewer & Manhole
- Water Line
- Gas Line
- Fence
- Concrete Walk
- Lamp Post

We hereby certify that this Plat, consisting of two pages, was prepared from an actual field survey performed on October 2, 1980 of the premises and that it accurately shows the location of the boundaries of the Land Area and the Common and Limited Common Areas and Facilities, the location and dimension of the appurtenant easements, the location of the Unit Buildings and other improvements as constructed, and the other particulars of the land constituting Somerset Square, A Condominium which are visible or which are described of record in the Recorder's Office of Franklin County, Ohio.

THE JENNINGS-LAWRENCE CO.

By: Ray F. Underwood
 RAY F. UNDERWOOD, REGISTERED SURVEYOR NO. 4904



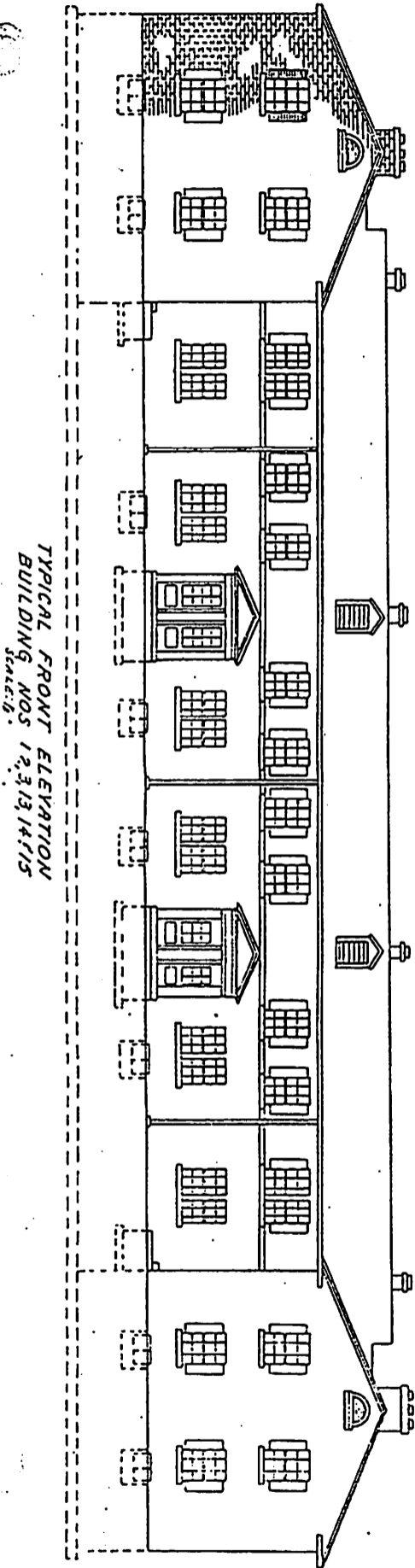
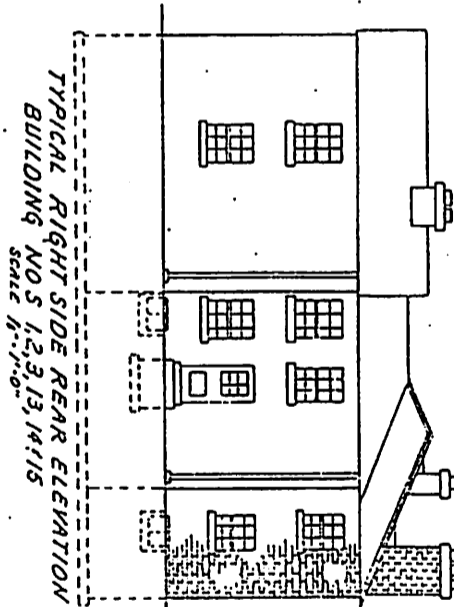
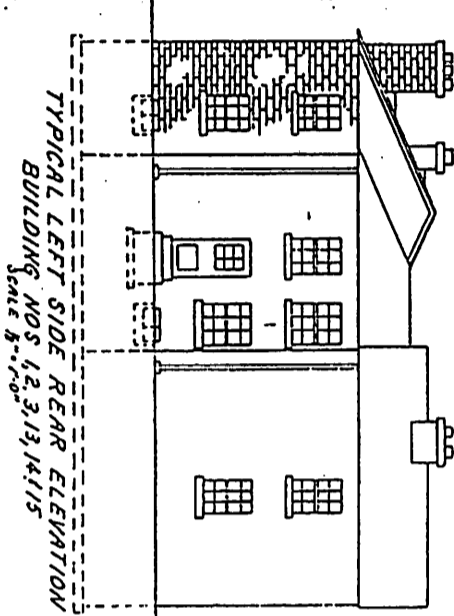
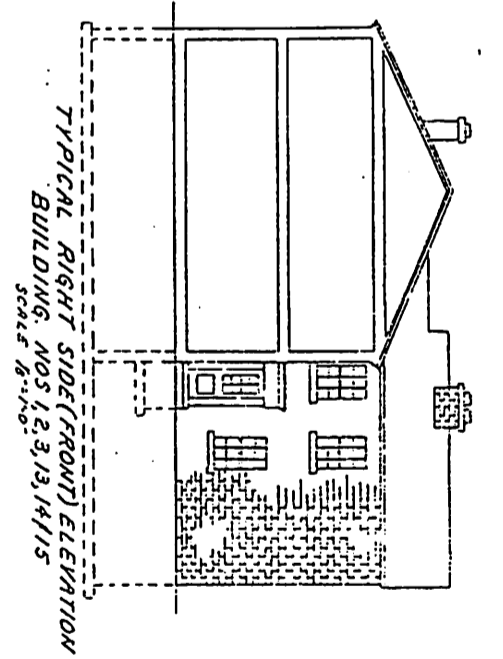
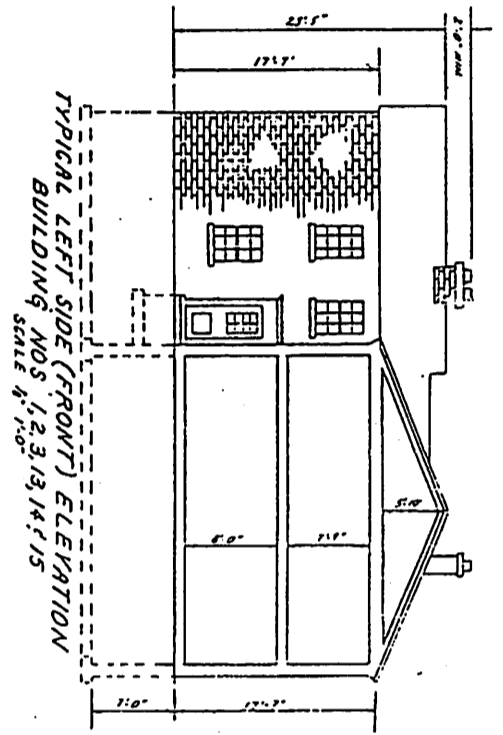
THE JENNINGS-LAWRENCE CO.
 ENGINEERS & SURVEYORS
 555 BUTTLES AVE. COLUMBUS, OHIO

SHEET NUMBER 1

SOMERSET SQUARE, A CONDOMINIUM

Exhibit D

NOTE:
All measurements shown
are typical for all units of
similar type and location
in Building Nos. 1,2,3,13,14,15



THE JENNINGS-LAWRENCE CO.
ENGINEERS & SURVEYORS
655 BUTTLES AVE. COLUMBUS, OHIO

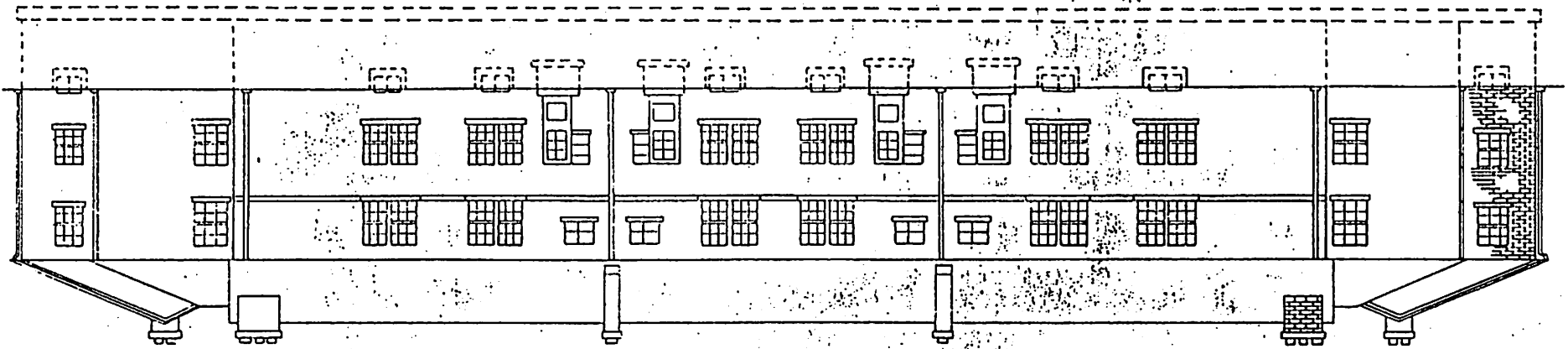
SOMERSET SQUARE, A CONDOMINIUM
TYPICAL BUILDING ELEVATIONS: BUILDING NOS. 1,2,3,13,14,15

Exhibit E

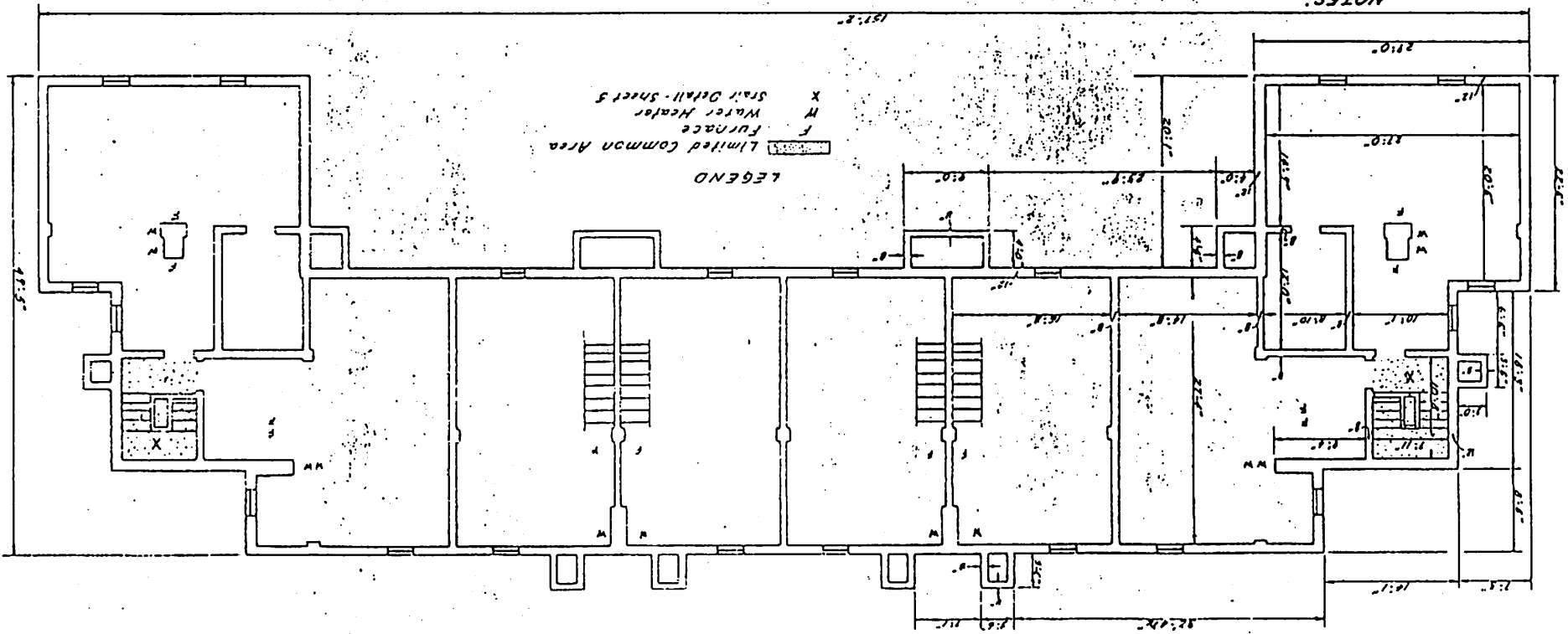
THE JENNINGS-LAWRENCE CO.
ENGINEERS & SURVEYORS
555 BUTTLES AVE. COLUMBUS, OHIO

SOMERSET SQUARE, A CONDOMINIUM
TYPICAL REAR ELEVATION, TYPICAL BASEMENT PLAN
BUILDING NOS. 1, 2, 3, 13, 14, 15

TYPICAL REAR ELEVATION
BUILDING NOS. 1, 2, 3, 13, 14, 15
SCALE 1/8" = 1'-0"



TYPICAL BASEMENT PLAN
BUILDING NOS. 1, 2, 3, 13, 14, 15
SCALE 1/8" = 1'-0"



NOTES:
All structural components of the Perimeter Walls bounding each Unit and all load-bearing components of the interior walls of each Unit constitute Common Areas.
All measurements shown are typical for all Units of similar type and location in Building Nos. 1, 2, 3, 13, 14, 15.

EXHIBIT E

Exhibit E

SOMERSET SQUARE, A CONDOMINIUM
TYPICAL FLOOR PLANS: BUILDING NOS. 1, 2, 3, 13, 14, 15

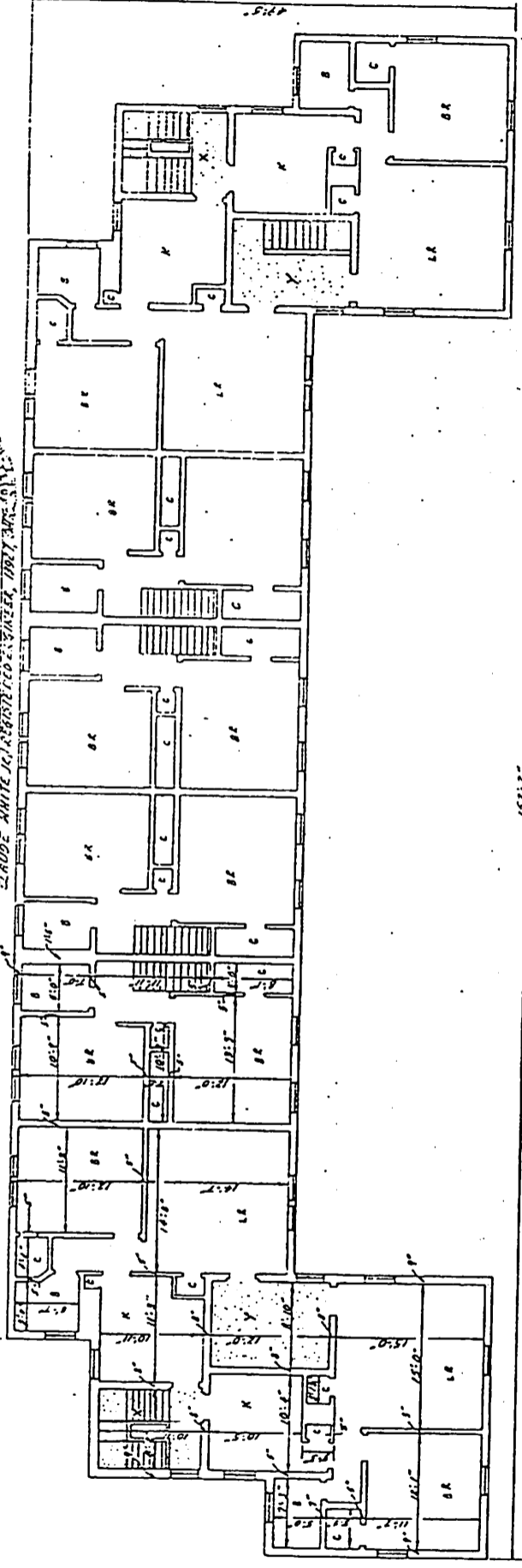
THE JENNINGS-LAWRENCE CO.
ENGINEERS & SURVEYORS
555 BUTLER AVE., COLUMBUS, OHIO

SHEET NUMBER 1

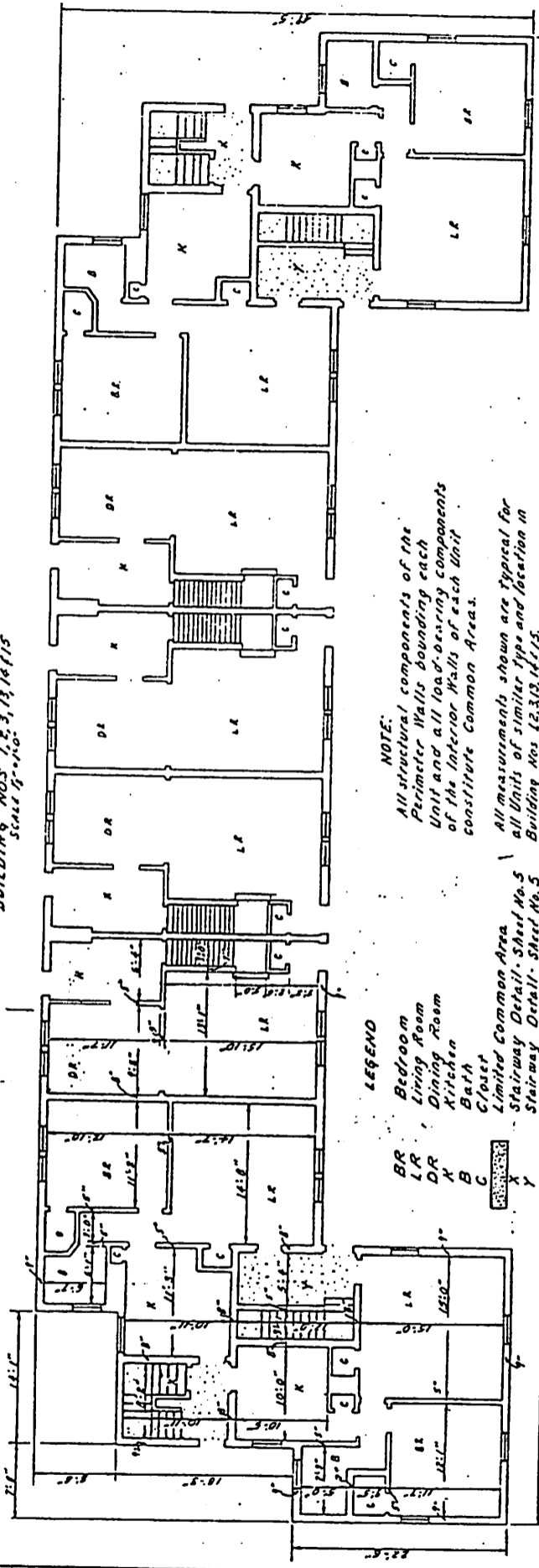


show size and particulars of the Unit Buildings of SOMERSET SQUARE, A CONDOMINIUM, including the layout and dimensions of each Unit and of the Common and Limited Common Areas and Facilities located in the Unit Buildings as determined to the best judgment, knowledge and ability of the undersigned.

THE JENNINGS-LAWRENCE CO.
Claude White, Registered Professional Engineer, No. 10717, State of Ohio, 1941



TYPICAL SECOND FLOOR PLAN
BUILDING NOS. 1, 2, 3, 13, 14, 15
Scale 1/4" = 1'-0"

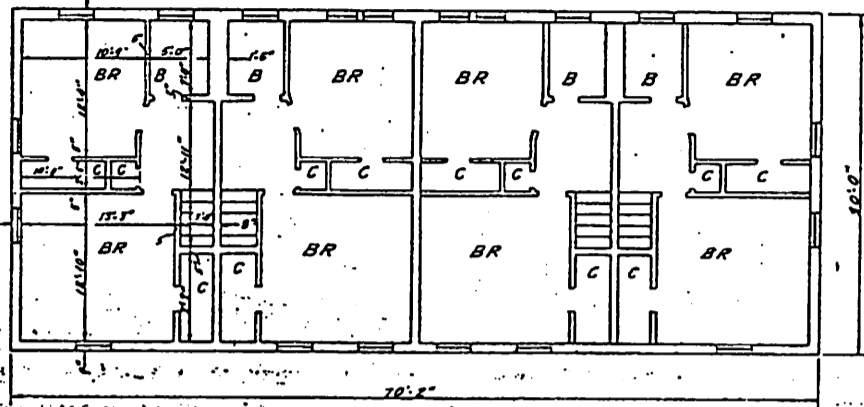
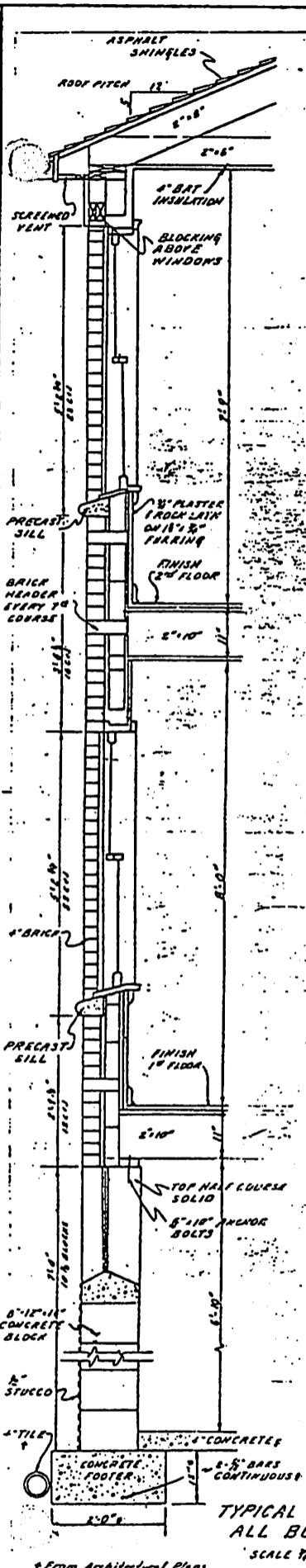


TYPICAL FIRST FLOOR PLAN
BUILDING NOS. 1, 2, 3, 13, 14, 15
Scale 1/4" = 1'-0"

- LEGEND**
- BR Bedroom
 - LR Living Room
 - DR Dining Room
 - K Kitchen
 - B Bath
 - C Closet
 - Limit Common Area
 - Stairway Detail - Sheet No. 5
 - Stairway Detail - Sheet No. 5

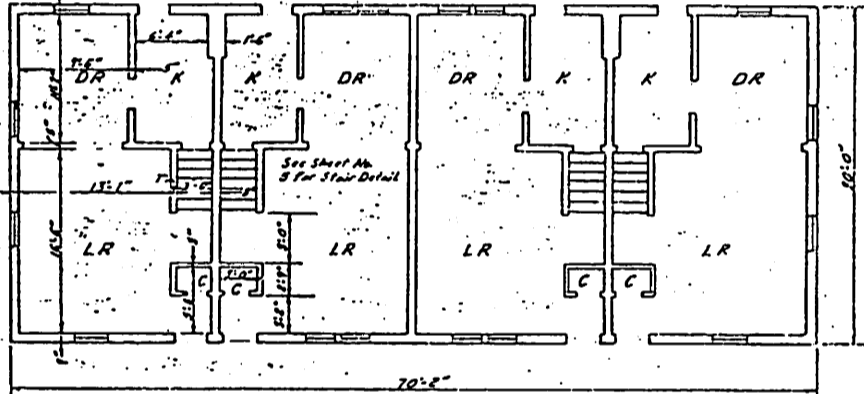
NOTE:
All structural components of the Perimeter Walls bounding each Unit and all load-bearing components of the Interior Walls of each Unit constitute Common Areas.

All measurements shown are typical for all Units of similar type and location in Building Nos. 1, 2, 3, 13, 14, 15.



TYPICAL SECOND FLOOR PLAN
BUILDING NOS. 4 THRU 12
SCALE 1/8" = 1'-0"

- LEGEND:
- LR Living Room
 - DR Dining Room
 - BR Bedroom
 - K Kitchen
 - B Bath
 - C Closet

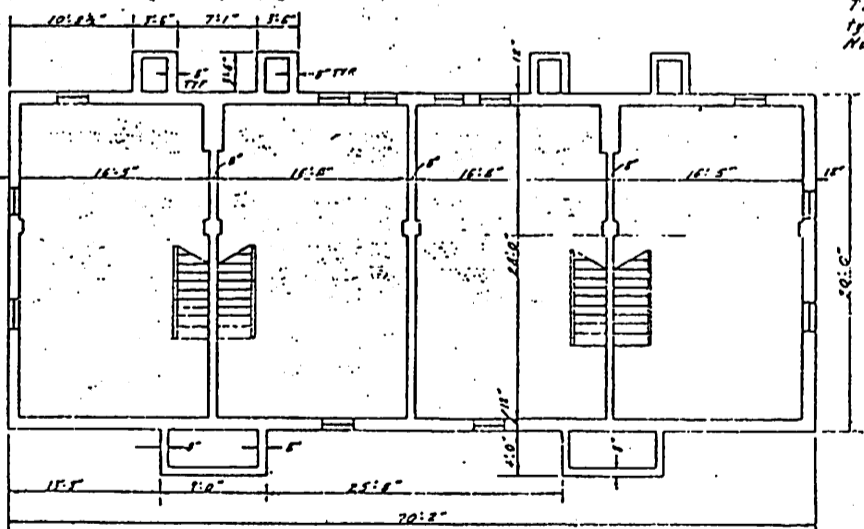


TYPICAL FIRST FLOOR PLAN
BUILDING NOS. 4 THRU 12
SCALE 1/8" = 1'-0"

NOTES:
All structural component of the Perimeter Walls bounding each Unit and all load-bearing component of the Interior Walls of each Unit constitute Common Areas.

Measurements shown on this drawing are typical for all Units in Building Nos. 4 Thru 12

Measurements shown on TYPICAL WALL SECTION are typical for all Buildings Nos. 1 Thru 15



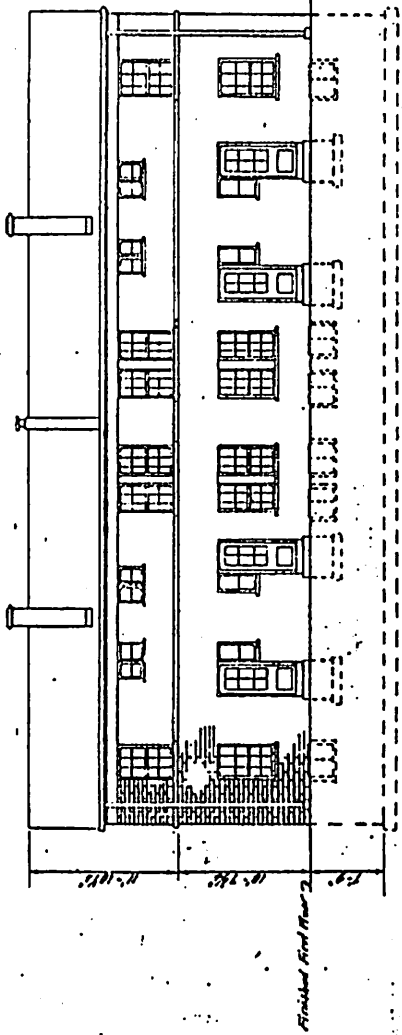
TYPICAL BASEMENT PLAN
BUILDING NOS. 4 THRU 12
SCALE 1/8" = 1'-0"

TYPICAL WALL SECTION
ALL BUILDINGS
SCALE 1/8" = 1'-0"

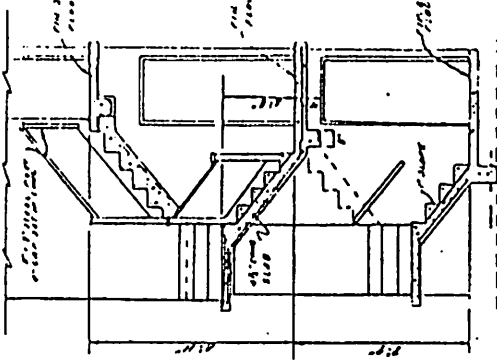
THE JENNINGS-LAWRENCE CO.
ENGINEERS & SURVEYORS
555 BUTTLES AVE. COLUMBUS, OHIO

SOMERSET SQUARE, A CONDOMINIUM
TYPICAL WALL SECTION, ALL BUILDINGS
TYPICAL FLOOR PLANS, BUILDING NOS. 4, 5, 6, 7, 8, 9, 10, 11, 12

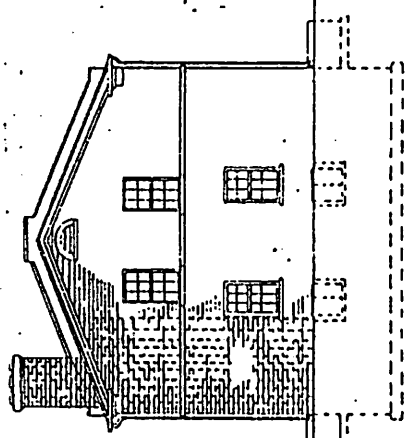
Exhibit E



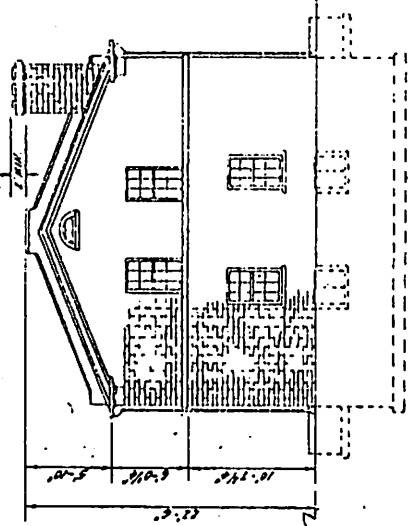
TYPICAL REAR ELEVATION
BUILDING NOS 4 THRU 12
SCALE 8" = 1'-0"



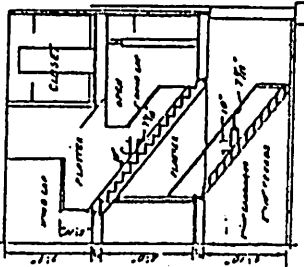
TYPICAL STAIR DETAIL
BUILDING NOS 12, 13, 14, 15
LIMITED COMMON AREA.
SCALE 3/4" = 1'-0"



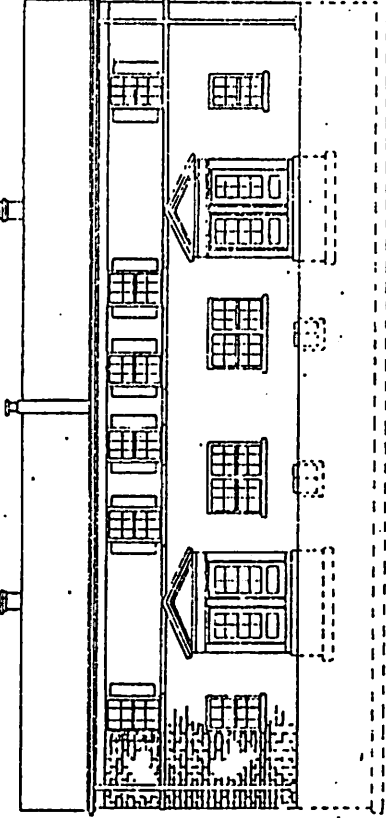
TYPICAL LEFT SIDE ELEVATION
BUILDING NOS 4 THRU 12
SCALE 8" = 1'-0"



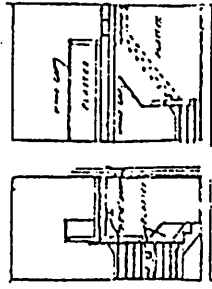
TYPICAL RIGHT SIDE ELEVATION
BUILDING NOS 4 THRU 12
SCALE 8" = 1'-0"



TYPICAL STAIR DETAIL
ALL TOWNHOUSES
NOT TO SCALE



TYPICAL FRONT ELEVATION
BUILDING NOS 4 THRU 12
SCALE 8" = 1'-0"



TYPICAL STAIR DETAIL
BUILDING NOS 12, 13, 14, 15
LIMITED COMMON AREAS
NOT TO SCALE

NOTES

All measurements shown are typical for Unit Buildings Nos 4 thru 12.
Measurements shown on STAIR DETAILS are typical for any Unit or Building where stair is applicable.

THE JENNINGS - LAWRENCE CO.
ENGINEERS & SURVEYORS
555 BUTTLES AVE. COLUMBUS, OHIO

SHEET NUMBER
5

SOMERSET SQUARE, A CONDOMINIUM
TYPICAL BUILDING ELEVATIONS, BUILDING NOS 4 THRU 12
STAIR DETAILS

Exhibit E

Instr: 200012010243125 12/01/2000
Pages: 3 Fee: \$20.00 2:17PM
Robert G. Montgomery T20000154951
Franklin County Recorder MLCHARLES

**FIRST AMENDMENT TO THE DECLARATION OF
SOMERSET SQUARE, A CONDOMINIUM**

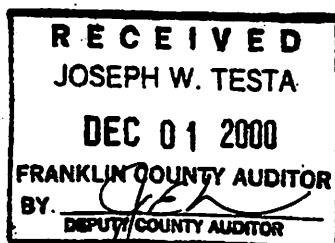
Auditor's Certificate

This is to certify that a copy of this Amendment to the Declaration of Somerset Square, A Condominium has been filed with the Auditor of Franklin County, Ohio, this 1 day of Dec., 2000.

AUDITOR OF FRANKLIN COUNTY, OHIO

Joseph W. Testa
By: *Gare E. Lanning*

This Instrument prepared by Charles T. Williams, Attorney at Law, Treneff & Williams, 555 S. Front St., Ste. 320, Columbus, Ohio 43215-5668.



**FIRST AMENDMENT TO THE DECLARATION OF
SOMERSET SQUARE, A CONDOMINIUM**

This Amendment to the Declaration of Somerset Square, A Condominium is made this th 16 day of November, 2000.

RECITALS

A. Somerset Square, A Condominium is a condominium created under Ohio's condominium law pursuant to the filing of a declaration of condominium dated March 3, 1981, and recorded on March 9, 1981 in Official Record Volume (ORV) 656, Page A-12, of Franklin County, Ohio.

B. Pursuant to Article XV of the Declaration of March 3, 1981, and the provisions of Ohio Revised Code Section 5311, the undersigned officers of the condominium hereby certify that the following amendment has been promulgated according to the terms of Article XV of the Declaration and that at least 75% of all unit owners have voted at a meeting called for such purpose and have voted affirmatively for the following amendment.

C. This amendment is promulgated to allow for the separate metering of water and sewer for each unit so that the water and sewer bills will not be a common expense, and that after the meter conversion, water and sewer charges will become an expense of each individual unit owner.

NOW THEREFORE, the Declaration of Condominium of March 3, 1981, Article I, Section A(10), Common Expenses, Subsection (iii), is amended to read:

(iii) expenses paid for utilities servicing the Common and Limited Common Areas and Facilities that are not separately metered to individual Units, and, until separately metered to individual units at a time to be determined in the sole discretion of the Board, expenses paid for water and sewer service supplied to the Condominium Property, provided that the Board shall be entitled to charge against a Unit by a Special Individual Unit Assessment any additional expenses for such utility, water, or sewerage service caused by the excessive or unreasonable use of such services by the owner or occupant of such Unit. At the time of separate metering for the water and sewer, the separate meters serving the Unit and any water lines connecting to the meter running to an individual Unit shall be Limited Common Area;

D. All other provisions of the Declaration of March 3, 1981, not modified herein, shall remain in full force and effect.

E. The effective date of this Amendment shall be the date of recording with the Franklin County Recorder.

IN WITNESS WHEREOF, the President and Secretary of Somerset Square, A Condominium have hereunto set their hands this 16th day of November, 2000.

William Miller
WITNESS
WILLIAM MILLER
PRINTED

William P. Graver Jr
WITNESS
William P. Graver Jr
PRINTED

Richard W. Foster
PRESIDENT
MICHAEL W. FOSTER
PRINTED

Janet E. Goff
SECRETARY
JANET E. GOFF
PRINTED

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named Richard W. Foster, Pres & Janet E. Goff, Sec., President and Secretary respectively, and swore the signing hereof to be of their own free and voluntary act and that the same is true this 16th day of November, 2000.

Barbara J. Baum
NOTARY PUBLIC

BARBARA J. BAUM
Notary Public, State of Ohio
My Commission Expires February 25, 2005

CODE OF REGULATIONS (BYLAWS)

OF

THE SOMERSET SQUARE UNIT OWNERS' ASSOCIATION

This Code of Regulations shall constitute the bylaws of The Somerset Square Unit Owners' Association (the "Association") and shall describe, establish, and govern the administration of the Association. The Association shall administer the Condominium Property of Somerset Square, A Condominium. All Unit Owners, occupants of Units, invitees, guests, and other persons in lawful possession of Units shall be subject to and shall comply with the regulations established in this Code of Regulations.

Unless the context clearly indicates otherwise, all terms used in this Code of Regulations shall be assumed to have the meaning attributed to said terms by the Declaration of Condominium Ownership for Somerset Square, A Condominium and by Chapter 5311 of the Ohio Revised Code.

ARTICLE I

NAME AND LOCATION OF THE ASSOCIATION

The name of the Association is The Somerset Square Unit Owners' Association. The Association is an Ohio not-for-profit corporation created pursuant to the provisions of Chapter 1702, Ohio Revised Code and is the unit owners' association required by the provisions of Chapter 5311, Ohio Revised Code. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association and the place of meetings of the Association and of the Board shall be such places in Franklin County, Ohio as may be designated by the Board from time to time.

ARTICLE II

UNIT OWNERS

Section 1. Membership. Upon acquiring a whole or undivided condominium ownership interest in a Unit, the Unit Owner shall automatically become a member of the Association ("Member"). Upon the sale or other conveyance of a condominium ownership interest in a Unit in fee simple, the membership in the Association of the selling owner shall automatically and immediately terminate and be transferred to the purchaser of such condominium ownership interest, who shall thereafter be a Member of the Association.

Membership in the Association is appurtenant to and may not be separated from ownership of any Unit. Developer shall be a Member of the Association with respect to each and every Unit owned by the Developer during the period Developer owns such Units.

Section 2. Meetings of Members.

a) Annual Meeting. An annual meeting of the Members shall be held during the first quarter of each year at a place in Columbus, Ohio and on the date and time established by the Board from time to time. At each annual meeting one-third (1/3) of the Members of the Board shall be elected; and the Association may conduct such other business as is described in the notice of the meeting.

b) Special Meetings. Special meetings of the Members may be called by the President of the Association, by a majority of the Board, or by Members entitled to cast at least 25% of the votes of all Members. Such special meetings may be called only if authorized by the Declaration or Chapter 5311, if requested in writing by Members entitled to cast at least 25% of the votes of all Members, or if called in connection with circumstances deemed by a majority of the Board to constitute an emergency. The only business that may be transacted at a Special Meeting is the business described in the Notice of such meeting.

c) Notices of Meetings. The Secretary of the Association shall deliver written notice of the annual meeting of the Members at least thirty (30) days prior to the date of such meeting to each Member of record as of the day immediately preceding the delivery of such notices. With the exception of meetings called to consider emergency circumstances affecting the Condominium Property, the Secretary of the Association shall deliver written notice of any special meeting of the Members at least ten (10) days prior to the date of such meeting to each Member of record as of the day immediately preceding the delivery of such notices. Each notice shall be given either by personal delivery or by mail, postage prepaid, to each Member at the address for such Member last appearing in the records of the Association. The Notice shall specify the time, place and Order of Business of any meeting called and, in the case of a special meeting, shall specify the purpose of the meeting.

Any Member may waive his right to notice of the time, place, or purpose of any meeting of Members by delivering a waiver in writing of such right to the Secretary of the Association. If any Member shall attend any meeting without protesting the lack of proper notice prior to or at the commencement of the meeting, such Member shall be deemed to have waived his right to notice of such meeting.

Section 3. Voting Rights. With respect to matters properly submitted to the vote of the Association, a Member may cast one vote for each fee interest in a Unit owned by such Member. If two or more persons own undivided interests in a Unit, each owner may cast that fraction of the vote appurtenant to his Unit which is proportionate to his interest in the Unit. If one individual or entity owns more than one Unit, such owner may cast the number of votes equal to the number of Units owned by such owner.

Section 4. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a Member of the Association. Designation by a Member or Members of a proxy to vote or act on his or their behalf shall be made in a signed writing to the Board and shall be revocable at any time by actual written notice delivered to the Board by the Member or Members making such designation. Revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. Every proxy shall automatically cease upon the sale by the Member of his Unit.

Section 5. Quorum. The presence in person or by proxy at any duly called and noticed meeting of the Association of Members entitled to cast 30% of the voting power of the Association shall constitute a quorum for such meeting.

Section 6. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the Members present, whether a quorum be present or not. Notice of the time, place and purpose of the adjourned meeting shall be delivered to the Members not present at the originally called meeting at least twenty-four hours prior to such adjourned meeting. At any recalled meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 7. Vote Required. Except as otherwise required in the Declaration, Chapter 1702, Ohio Revised Code, or Chapter 5311, Ohio Revised Code, the vote of a majority of a quorum of Members represented and entitled to vote at any duly called and noticed meeting shall determine any matter validly presented to such meeting.

Section 8. Conduct of Meeting. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all reports presented, all actions and proposals considered by the Members, and all resolutions adopted by the Members at the meeting. The rules of the latest edition of Roberts Rules of Order shall govern the conduct of all meetings, except as otherwise provided by the Declaration, this Code of Regulations, or Ohio law.

Section 9. Action in Writing Without Meeting. Any action that could be taken by Members or Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval in writing of Members or Unit Owners entitled to exercise the same percentage of voting power necessary to approve the action at a meeting, except if a greater percentage of voting power is required by the Declaration or by law for such action of the Association taken without a meeting. Such written votes or approvals shall be filed with the Secretary of the Association.

ARTICLE III

BOARD OF TRUSTEES (BOARD OF MANAGERS)

Section 1. Initial Board Members. The initial members of the Board shall be the three (3) persons named to comprise the Board of Trustees in the Articles of Incorporation of the Association. During the Developer Control Period described in the Declaration, the Board shall consist of the three initial Board members or persons appointed by the Developer to replace said Board members; provided that Members of the Association shall be entitled to elect members of the Board as provided in the Declaration. The members of the Board appointed by the Developer are not required to be Unit Owners.

Section 2. Initial Trustees. After the expiration of the Developer Control Period, the Members shall hold a special meeting to nominate and elect five (5) Members (the "Initial Trustees") to serve on the Board of Trustees (all persons elected by the Members to the Board being hereinafter referred to as the "Trustees"). The two candidates for the Board receiving the largest numbers of votes shall be elected for terms ending two years after the ensuing Annual Association Meeting, the two candidates receiving the next largest numbers of votes shall be elected for terms ending one year after the ensuing Annual Association Meeting, and the candidate receiving the next largest number of votes shall be elected for a term ending with the ensuing Annual Association Meeting.

Each Initial Trustee shall serve on the Board until his successor is elected at an Annual Association Meeting or until his resignation, removal from office, death, or incapacity, whichever shall be the earliest event.

Section 3. Nominations of Trustees; Election. After the expiration of the Developer Control Period and after the election of the Initial Trustees, nominations of Members to serve as Trustees shall be presented at each Annual Association Meeting by a nominating committee consisting of one Trustee whose term will not expire as of such annual meeting, and two Unit Owners selected by the Trustees whose terms will not expire as of such meeting. In addition, Members entitled to exercise at least 20% of the voting power of all Members may nominate candidates to serve on the Board by submitting to the Secretary of the Association at least seven (7) days prior to the Annual Association Meeting a written nomination executed by said Members that names the candidates. The Secretary shall present such nominations to the Members at the Annual Association Meeting. Only Members may be candidates for the Board of Trustees.

The nominating committee shall make as many nominations for election to the Board as it may determine to be equitable, provided that in no event shall the number of Members nominated by said committee, together with the nominated Members presented by the Secretary, be fewer than three Members.

The election of the Initial Trustees and all Trustees thereafter shall be determined by secret written ballot. Each Member or his proxy may

cast with respect to each Trustee position to be elected one vote for each Unit owned by such Member or that portion of one vote equal to the fractional interest in a Unit owned by such Member. Cumulative voting shall not be permitted.

In all elections of Trustees after the election of the Initial Trustees, the candidates receiving the largest number of votes for the available positions on the Board shall be elected to be Trustees.

Section 4. Term of Office. Upon the expiration of the term of office of any Initial Trustee, the Trustee elected to replace said Initial Trustee and each Trustee thereafter shall serve a two year term or shall serve until his resignation, removal from office, death, or incapacity, whichever shall be the earliest event.

Section 5. Resignation; Removal; Replacement. Any Trustee may resign at any time by stating his resignation at any meeting of the Board or by delivering a written resignation at any meeting of the Board or by delivering a written resignation to the Secretary of the Association. Such resignation shall become effective immediately or at such time as the resigning Trustee may specify.

Any Trustee may be removed with or without cause at a duly called and noticed regular or special meeting of the Association by the vote of Members entitled to exercise at least 70% of the voting power of all Members. The Board of Trustees may remove any Trustee who fails to attend three consecutive regular meetings of the Board. Any Trustee whose removal has been proposed shall be entitled to be heard at such meeting. A successor to any Trustee so removed shall be selected by the remaining Trustees; and such successor Trustee shall serve until the next Annual Association Meeting, at which meeting a new Trustee shall be elected to complete the term of the removed Trustee.

In the event of the death or incapacity of any Trustee, the remaining Trustees shall select a successor Trustee who shall serve until the next Annual Association Meeting, at which meeting a new Trustee shall be elected to complete the term of the deceased or incapacitated Trustee.

Notwithstanding the above provisions, during the Developer Control Period, Developer shall have the sole right to remove those Board members which Developer is entitled to appoint and to select successors for any such Trustee who dies, becomes incapacitated, or is removed.

Section 6. Compensation of Trustees. Unless otherwise determined at a duly called and noticed meeting of the Association by the vote of Members entitled to exercise at least 75% of the voting power of all Members, no Trustee shall receive compensation for any services rendered to the Association as a Trustee. Notwithstanding the above restriction, any Trustee shall be reimbursed any actual expenses incurred by said Trustee on behalf of the Association in the reasonable performance of his duties; provided that, if a majority of the Members present at a regular or special meeting of the Association shall vote or if a majority of all Members shall state in a writing delivered to the Secretary of the Association that the amount of such

Section 11. Action Without a Meeting. Any action that could be taken or matter that might be determined by the Board at a meeting may be taken or determined without a meeting by the affirmative written approval of all of the Board Members or Trustees.

Section 12. Powers of the Board. Except as otherwise provided by Ohio law, the Declaration, or this Code or Regulations, all obligation and duties of the Association shall be performed by the Board and all powers and authority of the Association shall be exercised by the Board. Without limiting the generality of the foregoing, in connection with administering the Condominium Property and carrying out the purposes of the Condominium on behalf of the Association, the Board shall have the right, power, and authority to:

- a) enforce the covenants, conditions, and restrictions set forth in the Declaration;
- b) repair, maintain, and improve the Common and Limited Areas and Facilities as provided in the Declaration;
- c) authorize the officers to enter into contracts on behalf of the Association, including one or more management agreements in order to facilitate the efficient maintenance and operation of the Condominium Property;
- d) obtain insurance in the amounts and coverages required by the Declaration;
- e) establish, levy, collect, and enforce assessments as provided in the Declaration;
- f) adopt and publish Rules governing the use of the Common and Limited Common Areas and Facilities and the personal conduct of Unit Owners and occupants, their family members, guests, and invitees; and establish penalties for infractions of said Rules;
- g) suspend the voting rights of Members of the Association and suspend the rights of Unit Owners and occupants, together with their family members, guests, and invitees, to use the recreational facilities, if any, as provided in the Declaration or in the Rules established by the Board;
- h) appoint such committees as it may deem necessary or appropriate in order to perform its duties;
- i) declare the office of a Trustee to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;

- j) employ attorneys and accountants to perform such legal and accounting services as the Board may deem necessary or appropriate;
- k) reasonably delegate such of the Board's power and authority to the officers, agents, employees, or committees of the Association as the Board may deem necessary or appropriate in order to fulfill its obligations and duties;
- l) take all actions deemed necessary or desirable, to comply with all requirements of Ohio law and the Declaration, and take all actions permissible under this law and the Declaration which are not specifically reserved to other persons or bodies, in order to fulfill the purposes of the Condominium.

Section 13. Duties of Board. In connection with administering and maintaining the Condominium Property on behalf of the Association, the Board shall perform the following obligations and duties:

- a) cause to be kept complete and accurate records of the actions and corporate affairs of the Association and of the Board and present a summary thereof at each Annual Association Meeting and, if requested by Unit Owners entitled to exercise not less than 30% of the voting power of all Unit Owners, present such summary at a special meeting of the Association called for the purpose of reviewing said records;
- b) supervise all officers, agents, and employees of the Association to ensure that their duties are properly performed;
- c) compute and establish the Annual Operating Budget;
- d) determine the amount of any assessment to be charged against a Unit; deliver or cause to be delivered written notice of any assessment to each Unit Owner within the time limits specified in the Declaration; institute any action at law or in equity to recover any delinquent assessment, including without limitation an action to foreclose any assessment lien held by the Association and an action against the Unit Owner;
- e) cause all officers handling Association funds to be covered by fidelity bonds;
- f) procure and maintain the insurance required by the Declaration, and such other insurance as the Board shall deem necessary;
- g) cause the restrictions created by the Declaration and the Rules established by the Board to be enforced.

- h) cause all Condominium Property subject to the Board's jurisdiction to be maintained and administered in accordance with the requirements of the Declaration and Ohio law and in furtherance of the purpose of such property.
- i) take all other action necessary or appropriate in order to comply with all requirements of the Declaration and Ohio law.

ARTICLE IV

OFFICERS

Section 1. Offices. The Officers of the Association shall be a President, a Vice-President, a Secretary, Assistant Secretary, and Treasurer and such other officers as the Board may establish from time to time. An officer must be a member of the Association; provided that during the Developer Control Period, officers need not be members of the Association.

Section 2. Election. At each annual organization meeting of the Board, the Trustees shall elect a President, Vice-President, a Secretary, and a Treasurer. The persons elected to be President and Treasurer must be Trustees.

Section 3. Term of Office, Vacancies. The officers of the corporation shall hold office until their successors are elected at the next organizational meeting of the Board or other meeting of the Board or until they resign, die, or are removed by the Board.

The Board may elect successors for any vacant office at any regular or special meeting of the Board,

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

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

a) President. The President shall preside at all meetings of the Association and at all meetings of the Board and shall have the supervisory authority to see that orders and resolutions of the Board are carried out. The signature of the President on behalf of the Association on any legal instrument shall effectively bind the Association.

b) Vice-President. The Vice-President shall perform the duties of the President when the President is absent or otherwise fails or refuses to perform his duties; provided that the signature of the Vice-President on behalf of the Association on any legal instrument shall bind the Association only if such instrument is executed by a second officer.

c) Secretary. The Secretary shall deliver the notices of meetings of the Board and of the Association or Unit Owners and shall record the votes and keep the minutes and proceedings of such meetings. The Secretary shall keep all appropriate current records of the Association affairs, as required by law, the Declaration, this Code of Regulations, or the Board. The records shall show the names and addresses of the Unit Owners and their mortgagees, together with such other information as may be necessary or appropriate.

d) Assistant Secretary. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or otherwise fails or refuses to perform his duties.

e) Treasurer. The Treasurer shall assume responsibility for (i) the receipt and deposit in appropriate bank accounts of all monies of the Association, (ii) the disbursement of such funds as directed by resolution of the Board, (iii) the keeping of proper books of account, (iv) the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and (v) the delivery or mailing of a copy of the budget and the income statement to each of the Unit Owners. No person may serve as Treasurer who is not insurable under a fidelity bond.

The Board shall be entitled to delegate any of the above-described duties of any officer to a professional managing agent, to any other officer or to a committee of Unit Owners. An officer may delegate the performance of his duties to an agent or employee only with the prior consent of the Board.

Section 6. Compensation. Unless otherwise determined at a duly called and noticed meeting of the Association by the vote of Members entitled to exercise at least 75% of the voting power of all Members, no officer shall receive compensation for any services rendered to the Association as an officer. Notwithstanding the above restriction, an officer may receive compensation for services rendered to the Association in a capacity other than as an officer. In addition, an officer shall be reimbursed any actual expenses incurred by said officer on behalf of the Association in the reasonable performance of his duties and were authorized by the Board; provided that, if a majority of the Members present at a regular or special meeting of the Association shall vote or if a majority of all Members shall state in a writing delivered to the Secretary of the Association that the amount of such reimbursement unreasonably exceeds the amount apportioned in the Annual Operating Budget for the same category of expenses or that the Officer's incurring such expenses without the prior approval of the Association did not constitute a reasonable performance of the Officer's duties, such officer shall be reimbursed only the amount determined to be reasonable by said majority of all Members.

Section 7. Execution of Legal Documents. All agreements, contracts, deeds, leases, checks, and other legal instruments affecting the Association shall be executed by the President, by the Vice-President and another Officer if the President is absent or otherwise fails or refuses to execute any such legal instrument, or by such other person or persons as may be designated by the Board in writing.

ARTICLE V

BOOKS AND RECORDS

The books, records, and financial statements of the Association shall be audited once each year by the Treasurer and such audit shall be completed prior to each Annual Association Meeting. If requested by two (2) Trustees, by a majority of the holders of first mortgages on Units encumbered by mortgages, or by Unit Owners entitled to exercise a majority of the voting power of all Unit Owners, the annual audit shall be performed by a Certified Public Accountant.

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances for inspection by Unit Owners and the holders and insurers of first mortgages on Units within forty-eight hours after any such person shall deliver written notice requesting such inspection. In addition, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit Owners, lenders and their insurers, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

ARTICLE VI

INDEMNIFICATION

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Trustee or officer of the Association, or is or was serving at the request of the Association as a trustee, officer, or employee of another Association, against expenses, (including attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit, or proceeding, to the extent and under the circumstances permitted by the Corporation Law of the State of Ohio. Unless otherwise ordered by the court, such indemnification shall be made upon a determination that indemnification of the trustee or officer is proper in the circumstances because he has met the applicable standards of conduct set forth in the Corporation Law of the

State of Ohio. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of Trustees who were not, and are not, parties to or threatened with any such action, suit or proceeding, or (2) if such a quorum is not obtainable, or if a majority vote of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel meeting the requirements of independence prescribed by the Corporation Law of Ohio, or (3) by the Members, or (4) by the Court of Common Pleas or the court in which such action, suit, or proceeding was brought.

The foregoing right of indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Declaration, this Code or Regulations, any agreement, vote of Members or disinterested Trustees, or otherwise, and shall continue as to a person who has ceased to be a Trustee or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may pay expenses, including attorneys' fees, incurred in defending any action, suit, or proceeding referred to above, in advance of the final disposition of such action, suit, or proceeding as authorized by the Board in the specific case, upon receiving the written agreement of the Trustee or officer stating that he shall repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VI.

The Association may purchase and maintain insurance on behalf of any person who is or was a trustee, officer or employee of the Association, or is or was serving at the request of the Association as a Trustee, officer, or employee of another Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under this Article VI.

ARTICLE VIII

FISCAL YEAR

Unless otherwise restablished by the Board, the fiscal year of the Association shall begin on January 1 and end on December 31 of each and every calendar year, except that the first fiscal year of the Association shall begin on the date of incorporation of the Association.

ARTICLE IX

AMENDMENTS

Any modification or amendment of this Code of Regulations shall be made only by means of amendment to the Declaration in the manner and subject

to the terms, approvals, and conditions set forth in the Declaration. Any amendment shall be effective from the date a properly adopted and executed certificate setting forth the terms of the amendment is filed with the Recorder's Office, Franklin County, Ohio.

IN WITNESS WHEREOF, the undersigned, being the sole incorporator of the Association, has adopted this Code of Regulations on behalf of the Association as of this _____ day of _____, 1981.

Mark A. Leslie

Sole Incorporator

reimbursement unreasonably exceeds the amount apportioned in the Annual Operating Budget for the same category of expenses or that the Trustee's incurring such expenses without the prior approval of the Association did not constitute a reasonable performance of the Trustee's duties, such Trustee shall be reimbursed only the amount determined to be reasonable by said majority of Members.

Section 7. Meetings.

a) Regular Meetings. The Trustees shall meet not less than once each calendar quarter. The date, time, and place of any regularly scheduled meeting shall be established from time to time by a resolution of the majority of the Board.

b) Special Meetings. The Trustees may hold special meetings upon the call of the President or of two (2) Trustees and upon sufficient notice to all Trustees.

c) Matters to be Addressed. The Board shall consider and determine only those matters described in the notice of the meeting; provided that the Board may consider and determine such additional matters which all Trustees consent to consider.

Section 8. Notice of Meetings; Waiver of Notice. The Secretary of the Association, or such other person as may be appointed by the Board, shall deliver written notice of the time and place of any regular or special meeting either personally or by mail, telegram, or cablegram at least three (3) days prior to the meeting; provided that, such person may deliver notice of any meeting to consider an emergency circumstance affecting the Condominium Property by any reasonable method. The notice shall specify the purpose of any special meeting and shall briefly describe the matters to be addressed at any regular meeting.

The attendance of a Trustee at any Board meeting without protesting the failure of the Secretary to serve proper notice upon him shall constitute a waiver by said Trustee to such failure to serve notice. A Trustee may waive in writing the serving upon him of notice of any meeting either before or after such meeting is held; and such written waiver shall be filed with or entered upon the records of such meeting.

Section 9. Quorum. After the election of the Initial Trustees, the presence of three Trustees in person at any duly called and noticed meeting of the Board shall constitute a quorum for such meeting; provided that a majority of the Trustees present at any meeting may adjourn such meeting. During the Developer Control Period, the presence of two Board members in person at any duly called meeting of the Board shall constitute a quorum for such meeting.

Section 10. Vote Required. Each Trustee may cast one vote on each matter to be determined by the Board. Except as otherwise required in the Declaration, Chapter 1702, Ohio Revised Code, or Chapter 5311, Ohio Revised Code, the vote of a majority of a quorum of Trustees voting at a duly called and noticed meeting shall determine any matter properly determined by the Board.