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AMENDED AND RESTATED

DECLARATION AND BY-LAWS

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

BROAD-BRUNSON PLACE CONDOMINIUM

2 REFS
4400

CERTIFICATE OF AUDITOR

A copy of this Amended Declaration, with Amended By-Laws at-
tached, was filed with this office on Feb. 29, 1980.

Roger W. Tracy, Jr.
Roger W. Tracy, Jr., Franklin County Auditor

Lelia G. Reed, Deputy Auditor

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NO ATTACHED DRAWINGS

This instrument prepared by Richard L. Loveland, Loveland, Callard
& Clapham, 50 West Broad Street, Columbus, Ohio 43215.

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AMENDED AND RESTATED
DECLARATION

This is an amended and restated enabling declaration (the Amended Declaration") of Broad-Brunson Place Condominium ("the Condominium") made on or as of the 16th day of January, 1980, pursuant to the provisions of the Ohio condominium act and other applicable law.

Background

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A. The Condominium is a condominium created under Ohio's condominium law pursuant to the filing of a declaration of condominium ownership dated September 12, 1963, and attached by-laws, recorded in Deed Book 2507, pages 493 through 507, inclusive, with a ratification agreement dated September 25, 1964 and recorded in Deed Book 2664, page 430, and first amendment to those by-laws dated November 3, 1971 and recorded at Deed Book 3191, pages 283 through 295, inclusive, and first amendment to that declaration dated September 5, 1972 and recorded at Deed Book 3273, page 185 and 186, and second amendment to that declaration and by-laws, dated January 15, 1975 and recorded at Deed Book 3449, pages 580 through 597, inclusive, and drawings filed in Condominium Plat Book 1, pages 34 and 69 through 72, inclusive, all of the records of the Recorder of Franklin County, Ohio. The declaration and by-laws, as amended, have been further amended and modified by reason of a Judgment Entry dated December 31, 1974 in Grimes v. Moreland, Case No. 72 CV-08-2487, Common Pleas Court, Franklin County, Ohio, a copy of which is attached hereto as "Exhibit A", and hereby made a part hereof.

B. Owners of Units in the Condominium constituting owners exercising not less than seventy-five percent (75%) of the voting power of all Unit owners in the Condominium, under the terms of the enabling declaration, by-laws and amendments thereto, desire to and are lawfully entitled to amend that enabling declaration and those by-laws and amendments thereto as set forth herein.

C. Accordingly, by this Amended Declaration and the amended by-laws attached hereto ("the Amended By-Laws"), the undersigned, constituting owners exercising not less than seventy-five percent (75%) of the voting power of all Unit owners in the Condominium, hereby supersede, in their entireties, the previously described enabling declaration and by-laws of the Condominium, and the amendments thereto.

D. This Amended Declaration and Amended By-Laws do not, in any way, enlarge, diminish, or change the size, location, composition, scope or extent of any Unit or the Common Areas, nor the unit designation of any Unit, nor is any change made in the drawings for the Condominium, which drawings shall remain unaffected by the adoption of these amended documents, and shall continue in full force and effect.

Definitions

The terms used herein shall have these meanings, unless the context requires otherwise:

1. "Amended By-Laws" means the amended by-laws of the Association attached hereto, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the

provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's non-profit corporation statutory law) ("Chapter 1702"), as the same may be lawfully amended from time to time.

2. "Amended Declaration" means this instrument, as it may be lawfully amended from time to time.

3. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Broad-Brunson Place Condominium Unit Owners' Association as a corporation not-for-profit under the provisions of Chapter 1702.

4. "Association" and "Broad-Brunson Place Condominium Unit Owners' Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the Association created for the Condominium pursuant to the provisions of the condominium act.

5. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium pursuant to the provisions of the condominium act.

6. "Common Areas" means all of the Condominium Property, except that portion thereof described in Article V hereof as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the provisions of the condominium act.

7. "Condominium" and "Broad-Brunson Place Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the condominium act.

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

9. "Condominium Property" means all of the real property described in Article I hereof, and all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

10. "Declarants" means the undersigned Unit owners adopting this Amended Declaration and these Amended By-Laws.

11. "Drawings" means the drawings for the Condominium, as defined in the condominium act, and are the drawings filed in Condominium Plat Book 1, page 34 and pages 69 through 72, inclusive, Recorder's Office, Franklin County, Ohio, as the same may be lawfully amended from time to time.

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

13. "Occupant" means a person or persons in possession of a Unit, regardless of whether that person is a Unit owner.

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

15. "Trustee" and "Trustees" mean that person or those persons serving, at the time pertinent, as a trustee or trustees

of the Association, and mean that same person or those persons serving in the capacity of a manager or managers of the Association, as defined in the condominium act.

16. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units under Article V of this Amended Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the condominium act.

17. "Unit owner" and "Unit owners" mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association as defined in Chapter 1702.

The Amended Plan

NOW, THEREFORE, the undersigned, declaring the previously described enabling declaration and by-laws and amendment thereto superseded and void, hereby make, adopt and establish the following Amended Declaration and Amended By-Laws:

ARTICLE I

THE CONDOMINIUM PROPERTY

All of the property of the Condominium (and subject hereto) consists of all of the Units and the respective interest of every Unit in the Common Areas of the Condominium in the City of Columbus, County of Franklin, and State of Ohio, as the same are labeled, delineated and described herein and on the aforesaid drawings. (These Units and the Common Areas were described, delineated and labeled identically herewith in the aforescribed superseded enabling declaration and amendments thereto.)

A description of the Units constituting part of the Condominium, as they were described prior to the recording hereof, is attached hereto as "Exhibit B", and hereby made a part hereof.

ARTICLE II

NAME

The name by which the Condominium shall be known is "Broad-Brunson Place Condominium."

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. The purposes of the Condominium were and are to establish separate individual parcels from the Condominium ("Units"), to which fee simple interests may be conveyed, for use for single family residential living; to establish a unit owners' association (the Association) to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit owners and occupants; to administer and enforce the covenants, easements, charges and restrictions herein-after set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. Except as hereinafter provided, the Condominium Property shall be subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Amended Declaration, no Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing (i) professional and quasi-professional occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere, and (ii) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions.

(b) Common Areas Uses. The Common Areas shall be used in common by all Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants, subject to such rules and regulations as may from time to time be promulgated by the Trustees and subject to the right of the owners of each Unit to maintain an air-conditioning compressor on the Common Areas at such locations as may, from time to time, be determined by the Trustees.

(c) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, or in or on a foyer, patio, or porch, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, that is determined by the Trustees, in their sole discretion, to be detrimental to the appearance of the Condominium as a whole, and provided, further, that the maintenance of items in visible areas shall be subject to such rules and regulations as the Trustees may adopt from time to time.

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

(e) Vehicles. The Trustees may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas, and may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other action as they in their sole discretion deem appropriate.

(f) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for

food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Trustees, and shall provide that the failure by the lessee to comply with the terms of this Declaration or rules and regulations shall be a default under the lease. A copy of each lease of a Unit shall be provided to the Trustees prior to the date of the commencement of the tenancy under that lease.

(g) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except (a) on the Common Areas signs regarding and regulating the use of these areas, provided they are approved by the Trustees; (b) in front of a Unit, at a location designated by the Trustees, one professionally prepared sign of no more than five (5) square feet advertising the Unit for sale or rent.

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

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

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

(k) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that (i) no dogs shall be permitted in any portion of the Common Areas except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals on the Common Areas shall be subject to such rules and regulations as the Trustees may from time to time promulgate, including, without limitation, the right to levy fines against persons who do not clean up after their pets; and (iii) the right of an occupant to maintain an animal in a Unit shall be subject

to termination if the Trustees, in their full and complete discretion, determine that maintenance of the animal constitutes a nuisance.

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

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

(n) Architectural Control. No addition to, change in or alteration of any Unit or any part thereof visible to the exterior or affecting the Common Areas shall be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Trustees, or their designated representative. In the event the Trustees, or their designated representative, fail to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to them, approval will not be required and these provisions will be deemed to have been fully complied with.

(o) Arbitration. In the event of any dispute between Unit owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Trustees specifying the dispute. The Trustees shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof not less than three (3) days in advance. The Trustees shall thereupon hear such evidence on the dispute as the Trustees deem proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

(p) Miscellaneous. Notwithstanding any provision of the Amended Declaration or Amended By-Laws to the contrary, (i) the Condominium Property shall be subject to the terms and conditions of Exhibit A hereto (the Judgment Entry in Grimes v Moreland), and, in the event any provision is inconsistent therewith, the latter shall control, and (ii) any present use, not in violation of law or the declaration and

by-laws superseded hereby, but in violation of any provision hereof, may continue, provided that if at any time the same shall cease, it shall not be recommenced.

ARTICLE IV

BUILDING DESCRIPTION

Broad-Brunson Place Condominium contains a single three-story residential building consisting of seventeen (17) townhouse-style, attached residential dwelling units. Various units have a porch or porches, as shown on the Drawings. The residential building has stone and brick masonry foundation walls. The interior construction is frame with hardwood floors and plastered or paneled walls and ceilings. The exterior walls are a combination of frame and masonry covered with stucco. The roofs are slate. The floors of the basements and garages are of portland cement concrete. All units have direct access over Common Areas to a public street.

In addition to the residential building there are two detached one-story wood frame brick garage buildings, with built up tar flat roofs. One garage building contains eight parking spaces and a storage space, and the other, an L-shaped building, contains twelve (12) parking spaces.

ARTICLE V

UNITS

Section 1. Unit Designations. Each Unit is designated on the Drawings by a number from 1 to 17. An illustration of a proper unit designation is "Unit 1". Proper unit designations are shown on "Exhibit C" attached hereto and made a part hereof.

Section 2. Composition of Units. Each Unit consists of three parts, (a) living space within the residential building, (b) a parking space within a garage building, and (c) a space in a porch appurtenant to the living space of a Unit. The living space and parking space parts of Units consist of all of the space within the building constituting part of the Unit as designated on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the basement or lowest floor, and the unfinished interior surface of the roof deck, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space. Without limiting the generality of the foregoing, these portions of each Unit shall include:

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

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

(3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in

cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, and air-conditioning units, components thereof, and heat pumps, if any, serving only that Unit (even though located outside the bounds of a Unit);

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

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

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

excluding therefrom, however, all of the following items located within the bounds of that Unit:

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

(2) all vent covers, grills, plate covers, and other coverings of space which are not a part of a Unit as heretofore defined; and,

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

The porch space of each Unit shall consist of the space underlying the painted surface of the underside of the porch roof or the awning covering the porch space, if the porch is covered by an awning rather than a roof, and the undecorated surface of the porch floor.

Section 3. Unit Sizes, Locations and Components. The location of each part of each Unit is shown on the Drawings, and designated by that Unit's unit designation. The living space of each Unit consists of a basement, a total of six to eight rooms on the first and second floors, and one to three rooms on the third floor. The square footage of the basement and first and second floor of each Unit is between approximately 1860 and 3810 square feet, and the garage space of each Unit is 8.5 to 9 feet wide, 19.5 to 22.2 feet long and 10.4 to 11.7 feet high, and located as shown on the Drawings. Porches are of varying sizes as shown on the Drawings.

ARTICLE VI

COMMON AND LIMITED COMMON AREAS

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

Section 2. Percentage of Ownership. The percentage of interest in the Common Areas of each Unit is set forth on Exhibit C hereto, and is unchanged from those percentages set forth in the documents superseded hereby. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas shall not be separated from the Unit to which it appertains.

ARTICLE VII

UNIT OWNERS' ASSOCIATION

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

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

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

Section 4. Board of Trustees. The Trustees initially shall be those persons named as the five initial Trustees pursuant to the provisions of the Articles. From and after the annual meeting of members of the Association held in 1980, the Trustees shall be as provided in the Amended By-Laws.

Section 5. Authority. The Trustees shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by law for a condominium association, this Amended Declaration, the Amended By-Laws, or the Articles, not specifically reserved to Unit owners.

Section 6. Delegation of Authority; Professional Management. The Trustees may delegate all or any portion of its authority to discharge their responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without cause and without penalty, on ninety (90) days written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business, which is in Franklin County, Ohio, where the Condominium is situated, is:

Kathleen H. Ransier
1801 East Long Street
Columbus, Ohio 43203

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

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. Except as expressly provided otherwise in Section 2 of this Article, the Association shall maintain and repair the Common Areas, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, and all buildings which are a part of the Common Areas. However, the Association shall not incur any maintenance or repair expense or make expenditures for maintenance or repair totaling in excess of \$1,500.00 more than established for repair and maintenance in the annual budget presented to the members, without the prior approval of Unit owners exercising not less than a majority of the voting power of Unit owners, excepting, however, the cost of emergency repairs necessitated to prevent damage to property or injuries to persons.

Section 2. Individual Responsibility. Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, and also shall maintain, repair and replace that Unit's exterior air-conditioning compressor, porches, porch decks, stoops and awnings, provided, the Association shall paint the exterior visible portions of the porches. In the event a Unit owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas is caused by the negligent or intentional act of any Unit owner or occupant, the Association may perform the same, and the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit or Units owned by such Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Trustees.

ARTICLE X

UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, provided, however, that five outside Common Areas lights are metered to individual Units, and the Association shall reimburse those Unit owners, from time to time, for payment of the costs of electricity therefore, as reasonably determined by the Board. In the event any utility service is not separately

metered the cost thereof shall be pro-rated among the Unit owners of those Units served by the same, in proportion to their respective interests in the Common Areas. The Association shall be responsible for the providing of water, heat and electricity, where appropriate, in the Common Areas.

ARTICLE XI

INSURANCE; LOSSES BONDS

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

This insurance shall be obtained from a fire insurance company authorized to write such insurance in the State of Ohio which has a general policy holder rating of no less than BBB+, as determined by the then latest edition of Best's Insurance Reports or its successor guide;

This insurance shall be written in the name of the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The Trustees and/or their authorized representatives shall have the exclusive right to negotiate and adjust all losses. Unless the Trustees determine otherwise, all such insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit owners and occupants.

The cost of this insurance shall be a common expense, payable by the Association, provided, however, if the Trustees so elect, each Unit owner shall, promptly upon receipt of an invoice for his, her or its share of the premium for that insurance, pay that Unit owner's respective share of that premium directly to the insurance company issuing that insurance. A Unit owner's share shall be determined by multiplying the premium being apportioned by that Unit owner's Unit's respective percentage interest in the Common Areas. If that premium is not paid by the Unit owner, it shall constitute a special individual Unit assessment, as hereinafter defined.

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

Section 3. Other Association Insurance. In addition, the Trustees may purchase and maintain contractual liability insurance, shall obtain trustees' and officers' liability insurance, and may obtain such other insurance as the Trustees may determine.

Section 4. Unit Owners' Insurance. Any Unit owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or occupant may determine, subject to the provisions hereof, and provided that no Unit owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association.

In the event any Unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements within a Unit owned by the Unit owner or occupant provided the latter is limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Trustees, and all other Unit owners and occupants.

Section 5. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that in the event, within sixty (60) days after such damage or destruction, the Unit owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of Section 1 of Article XII hereof, shall elect to withdraw the Condominium Property from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

Section 6. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners and eligible holders of first mortgages shall, within sixty (60) days after such damage or destruction, if they are entitled to do so pursuant to the provisions of Article XII hereof, elect not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective interests in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed to such Unit owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner, as herein provided for the nonpayment of assessments.

Section 7. Fidelity Bonds. The Trustees shall obtain fidelity bond coverage with respect to persons handling Association funds in amounts deemed by the Trustees to be adequate.

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in the building, the Association may, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain, determine not to repair or restore such damage or destruction. In such an event, all of the Condominium Property shall be sold as upon partition.

In the event of an election not to repair or restore substantial damage or destruction, the net proceeds of insurance paid by reason of such damage or destruction shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the Units, and the eligible holders of their respective first mortgage liens, (as their interests may appear), in proportion to their percentage interests in Common Areas.

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

ARTICLE XIII

CONDEMNATION

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

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Trustees to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such

rule or regulation shall limit or prohibit the right of ingress and egress to a Unit or any part thereof. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and to ingress to and egress from a Unit to the members of that Unit owner's family and to occupants.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property.

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

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

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

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

Section 7. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, hereby irrevocably appoints the Trustees his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Trustees' authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Association, and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

Section 8. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. Each Unit owner shall pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

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

Section 3. Elements-Appportionment: Due Dates.

(a) Annual Operating Assessments.

(1) Prior to the beginning of each twelve month period commencing the first of the month following the annual meeting of members, the Board shall estimate, and prorate among the Units on the basis of the interest of each Unit in the Common Areas, common expenses of the Association, consisting of the following:

a. the estimated next year's cost of the maintenance, repair, and other services to be provided by the Association;

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

c. the estimated next year's costs for utility services to be paid for by the Association;

d. the amount necessary to maintain a general operating reserve to assure availability of funds for normal operations of the Association;

e. an amount not less than that necessary to maintain, in reserve, an amount necessary, in the Trustees' opinion, in order to have funds desirable or necessary in order to make repairs and replacements of capital improvements a part of the Common Areas; and

f. the estimated next year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs

to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Trustees shall thereupon allocate to each Unit owner his, her or its respective share of all of these items, prorated as hereinbefore set forth, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded to the nearest whole dollar. Notwithstanding the foregoing, the members, at the annual meeting at which the new assessments are presented, shall have the right to establish assessments in amounts other than those established by the Board.

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments annually, semi-annual, quarterly or monthly installments. The due dates of any such installments shall be established by the Trustees, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit one-twelfth (1/12th) of the annual operating assessment for that Unit. If the annual meeting of members next following the time when the annual operating assessments commence occurs in a month subsequent to the month when the last monthly installment of that assessment becomes due, the assessment shall continue, from month to month, at the same monthly rate, until the month the first installment of the next annual operating assessment becomes due and payable.

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

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

(b) Special Assessments for Capital Improvements.

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

(2) Any such assessment shall be prorated among all Units in proportion to their respective percentage

interests in the Common Areas, and shall become due and payable on such date or dates as the Trustees determine following written notices to the Unit owners.

(c) Special Individual Unit Assessments. The Trustees may levy an assessment against an individual Unit to reimburse the Association for those costs incurred in connection with that Unit properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit owner, the cost of insurance premiums separately billed to a Unit owner, and a Unit owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Trustees determine, and give written notice to the Unit owners subject thereto.

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

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

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the same shall bear interest thereafter at the rate of eight percent (8%) per annum, and the entire unpaid balance of the assessment shall, at the option of the Trustees, without demand or notice, forthwith become due and payable.

(b) Annual operating and both types of special assessments, together with interest and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made.

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

(d) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(e) Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly

charged against that Unit, may bring an action in the Court of Common Pleas of Franklin County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

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

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

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

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

Section 7. Certificate Regarding Assessments. The Trustees shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, secretary, treasurer or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XVI

NOTICES TO MORTGAGEES

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

1. any proposed amendment of the Amended Declaration, Articles, Amended By-Laws or Drawings, effecting a change in (a) the boundaries of any Unit, (b) the undivided interest in the Common Areas appertaining to any Unit or the liability for common expenses appertaining to any Unit, or (c) the purposes to which any Unit or the Common Areas are restricted;
2. any proposed termination of the Condominium as a condominium regime;
3. any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Trustees obtains notice;
4. any significant damage or destruction to the Common Areas;
5. any decision by the Association not to restore substantial damage or destruction;
6. any decision by the Association to renew or rehabilitate the Condominium Property;
7. any decision by the Association to construct new capital improvements not replacing existing improvements;
8. times and places of Unit owners' meetings;
and
9. any default under the Amended Declaration, Articles or Amended By-Laws which gives rise to a cause of action against a Unit owner whose Unit is subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

ARTICLE XVII

AMENDMENTS

Section 1. Power to Amend. Except as herein otherwise provided, amendment of this Amended Declaration (or the Drawings, the Amended By-Laws or Articles) shall require (a) the consent of Unit owners exercising not less than seventy-five percent (75%) of the voting power of Unit owners, and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. Notwithstanding the foregoing:

- (a) the consent of all Unit owners shall be required for any amendment effecting a change in:
 - (i) the boundaries of any Unit;
 - (ii) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;
 - (iii) the number of votes in the Association appertaining to any Unit; or
 - (iv) the fundamental purposes to which any Unit or the Common Areas are restricted;

and,

(b) the consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners and the consent of eligible holders of first mortgages on units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium.

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

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Amended Declaration, the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Amended By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Amended Declaration, the Amended By-Laws, the Articles, rules and regulations, or applicable law, or with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to comply with the same. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Trustees.

Section 3. Severability. Invalidity of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. In the event any language of this Amended Declaration conflicts with mandatory provisions of Ohio statutory law, the statutory requirements shall prevail and the

conflicting language shall be deemed to be invalid and void, provided, such invalidity shall in no wise affect any other provisions of this Declaration which shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Amended Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, Unit owners of the Condominium representing seventy-five percent (75%) or more of the voting power of the Condominium have executed this Amended Declaration, and adopted the attached Amended By-Laws, on the several sheets that follow, on or as of the 16th day of JANUARY, 1980.

CERTIFICATE

The undersigned, the owner or owners of Unit 1, of
Broad-Brunson Place Condominium, hereby certify their adoption
of the foregoing Amended Declaration and attached Amended By-
Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this cer-
tificate this 16 day of January, 1980

Signed and acknowledged
in the presence of:

Thomas H. Brown Edna B. Moreland
Robert L. Harlow _____

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state,
appeared EDNA B. MORELAND, UNMARRIED
and _____,
who acknowledged the signing of the foregoing certificate to be
~~their/his~~/her free and voluntary act and deed the date last here-
inbefore set forth.

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

Richard L. Loveland
Notary Public



CERTIFICATE

The undersigned, the owner or owners of Unit 2, of Broad-Brunson Place Condominium, hereby certify their adoption of the foregoing Amended Declaration and attached Amended By-Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 16th day of January, 1981.

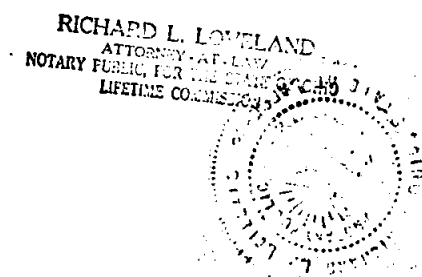
Signed and acknowledged
in the presence of:

Thomas W. Hearn Jeffrey E. Schwartz
Robert L. Harlow _____

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared JEFFREY E. SCHWARTZ, UNMARRIED, and _____, who acknowledged the signing of the foregoing certificate to be ~~their~~/his/~~her~~ free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Loveland
Notary Public



AMENDED

BY-LAWS

(Code of Regulations)

OF

BROAD-BRUNSON PLACE CONDOMINIUM

UNIT OWNERS' ASSOCIATION

ARTICLE I

NAME AND LOCATION

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

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Amended Declaration of Broad-Brunson Place Condominium, ("the Amended Declaration"), recorded simultaneously herewith with the Recorder of Franklin County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

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

Section 2. Annual Meetings. A meeting of Unit owners is being held simultaneously with the adoption of these Amended By-Laws. Regular annual meetings of the Unit owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Trustees.

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

Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Unit owner entitled to vote thereat, addressed

to the Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The Unit owners present, in person or by proxy, at any duly called and noticed meeting of Unit owners, constituting members having no fewer than one-third (1/3rd) of the voting power of Units, shall constitute a quorum for such meeting.

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

Section 7. Voting Power. Except as otherwise provided in the Amended Declaration, these Amended By-Laws, the Articles, or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting at which a quorum is present, in person or by proxy, shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided herein or in the aforesaid documents.

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

ARTICLE IV

BOARD OF TRUSTEES: (BOARD OF MANAGERS)

Section 1. Initial Trustees. The Trustees shall initially be those named in the Articles.

Section 2. Successor Trustees. The unincorporated association of which the Association is the successor has five "managers", who are the initial Trustees, two of whom have terms expiring at the annual meeting of members in 1980, two of whom have terms expiring at the annual meeting of members in 1981, and the fifth of whom has a term expiring at the annual meeting of members in 1982. These managers shall serve as the Trustees for the terms for which they have been elected as "managers". At the annual meeting of members in 1980, the Unit owners shall elect two Trustees for three year terms each to replace the two Trustees whose terms then expire, and one Trustee to serve a two year term, so that there will then be six Trustees, two of whose terms will expire at each annual meeting thereafter. At the annual meeting of members in 1981 and in each year thereafter, the Unit owners shall elect two Trustees for terms of three years each to replace the Trustees whose terms then expire.

Section 3. Removal. Any Trustee may be removed from the Board of Trustees, with or without cause, by a majority vote of the Unit owners. In the event of death, resignation or removal of a Trustee, without the election of a successor Trustee at that same meeting, that Trustee's successor shall be selected by the remaining members of the Board of Trustees and shall serve until the next annual meeting of Unit owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee.

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

Section 5. Election. Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Amended Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his, her or its actual expenses incurred in the performance of duties. Nothing contained herein shall prohibit the Trustees from providing for payment of compensation by the Association to an officer for performing services as such officer.

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

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

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast one-half (1/2) of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided in the Amended Declaration, these Amended By-Laws, the Articles, or by law, vote of a majority of the Trustees voting on any matter that may be determined by the Trustees at a duly called and noticed meeting shall be sufficient to determine that matter.

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

Section 12. Powers. The Trustees shall exercise all powers and authority, under law, and under the provisions of the Articles, these Amended By-Laws, and the Amended Declaration, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Trustees shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, the Articles, the Amended Declaration, and these Amended By-Laws;
- (b) obtain insurance coverage no less than that required pursuant to the Amended Declaration;

- (c) enforce the covenants, conditions and restrictions set forth in the Amended Declaration;
- (d) repair, maintain and improve the Common Areas;
- (e) establish, enforce, levy and collect assessments as provided in the Amended Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners and their guests thereon, and establish penalties for the infraction thereof;
- (g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Amended Declaration, these Amended By-Laws, or the Articles);
- (h) declare the office of a Trustee to be vacant in the event such Trustee shall be absent from three (3) consecutive regular meetings of the Trustees;
- (i) authorize the officers to enter into one or more management agreements with third parties in order to facilitate the efficient operation of the property; and
- (j) do all things and take all actions permitted to be taken by the Association by law, the Amended Declaration, these Amended By-Laws, and the Articles, not specifically reserved thereby to others.

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

- (a) cause to be kept a complete record of all Trustees acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half (1/2) or more of the voting power of Unit owners;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Amended Declaration, to:
 - (i) fix the amount of assessments against each Unit as provided therein;
 - (ii) give written notice of each assessment to every Unit owner subject thereto within the time limits set forth therein; and
 - (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Amended Declaration to do so, or bring an action at law against the Unit

owner(s) personally obligated to pay the same, or both;

- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance as provided in the Amended Declaration, and as the Board deems advisable;
- (f) cause all officers or employees handling Association funds to be bonded;
- (g) cause the property subject to the Association's scope of authority to be maintained within the scope of authority provided in the Amended Declaration;
- (h) cause the restrictions created by the Amended Declaration to be enforced; and
- (i) take all other actions required to comply with all requirements of law, the Articles, the Amended Declaration and these Amended By-Laws.

ARTICLE V

OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a vice-president, a secretary, a treasurer and such other officers as the Trustees may from time to time determine. No officer need be a member of the Association nor need any officer be a Trustee. The same person may not hold more than one office at the same time, provided, however, that this provision shall not be applied so as to prevent a Trustee from holding an office.

Section 2. Selection and Term. The officers of the Association shall be selected by the Trustees, from time to time, to serve until the Trustees select their successors.

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

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Trustees. Any officer may resign at any time by giving written notice to the Trustees, 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 Trustees may from time to time determine. Unless the Trustees otherwise determine, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meetings of the Trustees, shall have the authority to see that orders and resolutions of the

Trustees are carried out, shall sign all leases, mortgages, deeds and other written agreements, and shall be an ex officio member of all committees except the nominating committee.

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

ARTICLE VI

COMMITTEES

The Trustees shall appoint a nominating committee as provided in these Amended By-Laws. In addition, the Trustees may appoint such other committees as they deem necessary or appropriate in carrying out their purposes. The president of the Association shall be an ex officio member of all committees except the nominating committee.

ARTICLE VII

BOOKS AND RECORDS

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

ARTICLE VIII

AUDITS

Upon written request to the Association by an institutional first mortgagee of a Unit, or its insurer, or by vote of the holders of a majority of the voting power of Unit owners, the Trustees

CERTIFICATE

The undersigned, the owner or owners of Unit 17, of Broad-Brunson Place Condominium, hereby certify their adoption of the foregoing Amended Declaration and attached Amended By-Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 16th day of January, 1980.

Signed and acknowledged
in the presence of:

Thomas W. Green
Robert L. Harlow

Faith H. Green
Frederick L. Ransom ✓

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared Kathleen Hayes Ransom and Frederick L. Ransom husband and wife, who acknowledged the signing of the foregoing certificate to be their ~~his/her~~ free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC FOR THE STATE OF OHIO
LIFETIME COMMISSION

IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO

H. COLEMAN GRIMES, ET AL.,)

Plaintiffs,)

vs.)

Case No. 72 CV-08-2487

EDNA MORELAND, ET AL.,)

Defendants.)

TERMINATED

Petree

J U D G M E N T E N T R Y

By agreement of the parties, and for good cause shown, the motion of Defendant, Unit Owner's Association to Reconsider Judgment Previously Rendered, has been granted and the motion of Defendant, Unit Owner's Association, for Relief from Judgment Previously Rendered is hereby granted to the extent of the terms and conditions of the agreement of all parties which is embodied in this Entry. Motion for oral hearing is denied.

The judgment of this Court in the case herein, filed on June 26, 1974, is for good cause shown and by agreement of all parties hereby modified as follows:

1. All existing air-conditioner compressors shall remain. New compressors shall be permitted with the approval of the Board of Managers as to the size, type and location of said compressors.

2. Defendant Jerry Glick agrees to promptly cause to be removed the south and west facing sections of a 6' stockade fence which said Defendant had previously caused to be erected immediately adjacent to said Defendant's condominium unit. The east facing section of said 6' stockade fence which runs parallel to and immediately adjacent to the north-south property line shall remain and not be removed.

3. No fencing shall be allowed in the common areas except for the following:

(a) The fence immediately adjacent to the unit owned by ~~Mort~~ Ford Shaffner shall be permitted to remain until the earlier of the following events occurs:

(1) Any sale, transfer or other conveyance to someone other than a legal heir of Mr. Shaffner or

(2) the removal of the fence by anyone occupying said unit. No replacement of the fence shall be allowed:

(b) The fence immediately adjacent to the unit owned by Bailey Price shall be permitted to remain until the earlier of the following events occurs:

(1) Any sale, transfer or other conveyance to someone other than a legal heir of Mr. Price, or

(2) the removal of the fence by anyone occupying said unit. No replacement of the fence shall be allowed.

(c) Fences erected parallel to and immediately adjacent to the exterior boundary lines of the condominium, which fences are approved by the Board of Managers of the Unit Owner's Association.

4. Jerry Glick shall be permitted to have, maintain and replace the wood plank patio now existing adjacent to the rear of Mr. Glick's condominium unit, so long as Mr. Glick continues to own and reside in said unit. In the event that Mr. Glick should sell, transfer or convey said unit, or in the event that he shall no longer occupy said unit, or shall remove the wood plank patio, then in that event said wood plank patio shall be removed or the replacement thereof shall not be allowed.

5. Defendant Unit Owner's Association agrees to assume the cost of removing the two sections of fence as provided in Paragraph 2 above and further agrees to reimburse Defendant Jerry Glick for the full original cost, including materials and labor, of the two sections. Plaintiffs,

H. Coleman and Mary Grimes, and Defendant, Unit Owner's Association, agree that the cost of the within action shall be paid equally by the Plaintiffs and Defendants. Provided, however, that Defendant Jerry Glick shall not have to pay his proportionate part of the expense incurred by the Unit Owner's Association in the removal of the two sections of fence referred to in Paragraph 2 above, and further that Plaintiffs, H. Coleman and Mary Grimes, shall not have to pay their proportionate part of the attorney fees and Court costs incurred by the Unit Owner's Association.

6. Each unit owner, subject to the approval of the Board of Managers, may plant hedges, shrubbery or other landscaping on the common ground in the front or rear of their respective units. However, the Board of Managers shall not approve the planting or maintenance of any hedge, shrubbery or other landscaping on the common ground at the rear of the condominium complex if such hedge, shrubbery or landscaping exceeds four feet in height and has the effect of partitioning off any portion of the common ground to the exclusive use of any unit owner. The Board of Managers agrees, during the growing season, to cut or trim any hedge, shrubbery or landscaping which is located at the rear of the condominium complex a sufficient number of times each year to cause said hedge, shrubbery or landscaping not to grow to a height which exceeds four feet if said hedge, shrubbery or landscaping would have the effect of partitioning off any portion of the common ground to the exclusive use of any unit owner.

7. All parties agree to promptly execute written amendments to the Declaration and/or By-Laws of the Broad-Brunson Place Condominium, which amendment or by-law shall

provide that air-conditioner compressors, existing and proposed, shall be permitted to be erected in the common areas as approved by the Board of Managers of the Unit Owner's Association, which approval is hereby granted to the unit owners who presently have air-conditioner compressors in said common areas. All parties further agree to promptly execute written amendments to the Declaration and/or By-Laws of the Broad-Brunson Place Condominium, which amendment or by-law shall provide for the right of Jerry Glick to have, maintain and replace the wood plank patio described in paragraph 4 herein and for Monford Shaffner and Bailey Price to retain the respective fences under the terms and conditions set forth in paragraph 3 herein. The Court takes cognizance of the fact that Defendant, Mary Brooks, was dismissed from this action on December 17, 1973, for the reason that she agreed to be bound by the decision of the Court herein as set forth in this final entry, and that the decision of this Court embodies the agreement of all parties to amend the Unit Owner's Declaration and By-Laws and as otherwise set forth above. It is, therefore, ordered that all Defendants, including Defendant Mary Brooks, execute the amendment to the Unit Owner's Declaration or By-Laws as set forth above and to otherwise abide by the agreement of all parties as set forth herein.

Dec 31 1974

Charles R. Peters
JUDGE

APPROVED:

TIDWELL & LUNSFORD

By:

Alan D. Lunsford
Alan D. Lunsford
Attorney for Defendants

ROBINS, PRESTON & BECKETT CO., L.P.A.

By: John T. Gugle
John T. Gugle
Attorney for Plaintiff

DARGUSCH & DAY

By: Craig W. Patton
Craig W. Patton
Attorney for Defendant
Jerry Glick

EXHIBIT B

AMENDED DECLARATION
OF
BROAD-BRUNSON PLACE CONDOMINIUM

Situated in the City of Columbus, Franklin County, Ohio, and described as follows:

Being Units 1 through 17, inclusive, of Broad-Brunson Place Condominium (being all of the Units in that condominium), as the same are numbered and delineated in the declaration and on the drawings thereof, of record, respectively, in Deed Book 2507, pages 493 through 507, inclusive, with a ratification agreement dated September 25, 1964 and recorded in Deed Book 2664, page 430, and first amendment to that declaration dated September 5, 1972 and recorded at Deed Book 3273, page 185 and 186, and second amendment to that declaration, dated January 15, 1975 and recorded at Deed Book 3449, pages 580 through 597, inclusive, and drawings filed in Condominium Plat Book 1, pages 34 and 69 through 72, inclusive, Recorder's office, Franklin County, Ohio.

EXHIBIT C

AMENDED DECLARATION OF CONDOMINIUM
BROAD-BRUNSON PLACE CONDOMINIUMUnit Designation Sheet

<u>Unit Designation</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
1	1798 East Broad Street	6.00%
2	1794 East Broad Street	5.88
3	1790 East Broad Street	6.96
4	8 Brunson Avenue	6.36
5	12 Brunson Avenue	5.52
6	16 Brunson Avenue	5.52
7	20 Brunson Avenue	5.69
8	24 Brunson Avenue	5.69
9	28 Brunson Avenue	5.76
10	32 Brunson Avenue	5.69
11	36 Brunson Avenue	5.76
12	40 Brunson Avenue	5.52
13	42 Brunson Avenue	6.96
14	44 Brunson Avenue	6.00
15	1795 East Long Street	5.48
16	1799 East Long Street	5.48
17	1801 East Long Street	<u>5.73</u>
TOTAL		<u>100.00%</u>

CERTIFICATE

The undersigned, the owner or owners of Unit 6, of Broad-Brunson Place Condominium, hereby certify their adoption of the foregoing Amended Declaration and attached Amended By-Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 16 day of January, 1980.

Signed and acknowledged
in the presence of:

Thurman W. Hume W. Stephen Ely ✓
Robert L. Harlow _____

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared W. Stephen Ely, unmarried and _____, who acknowledged the signing of the foregoing certificate to be ~~their~~/his/~~her~~ free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Howland
Notary Public

RICHARD L. HOWLAND
NOTARY PUBLIC
STATE OF OHIO
EXP. 12-31-81



CERTIFICATE

The undersigned, the owner or owners of Unit 7, of Broad-Brunson Place Condominium, hereby certify their adoption of the foregoing Amended Declaration and attached Amended By-Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 16th day of January, 1986.

Signed and acknowledged
in the presence of:

Thomas W. Ryan

Karen Woods Coyner

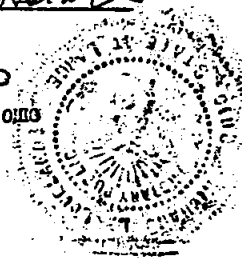
Robert L. Harlow

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared KAREN WOODS COYNER, formerly KAREN J. WOODS and and who acknowledged the signing of the foregoing certificate to be their/his/her free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC FOR THE STATE OF OHIO
LIFETIME COMMISSION

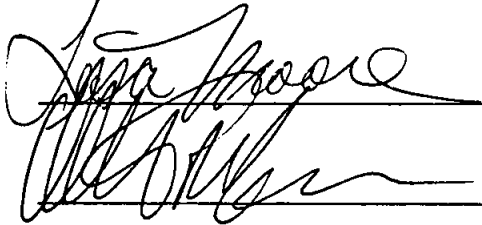


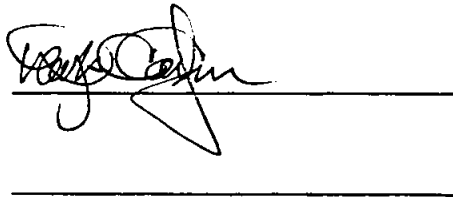
CERTIFICATE

The undersigned, the owner or owners of Unit #7, of
Broad-Brunson Place Condominium, hereby certify their adoption
of the foregoing Amended Declaration and attached Amended By-
Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this cer-
tificate this 1st day of February, 1979.

Signed and acknowledged
in the presence of:

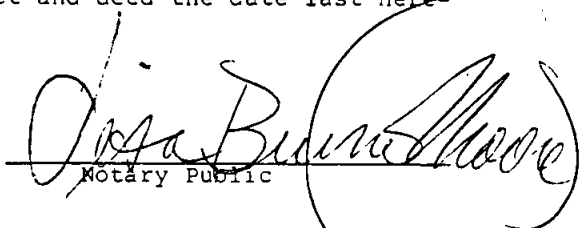




STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state,
appeared DOUGLAS C. COYNER ✓
~~DOUGLAS C. COYNER~~
who acknowledged the signing of the foregoing certificate to be
~~their~~/his/~~her~~ free and voluntary act and deed the date last here-
inbefore set forth.




Notary Public

LISA BRUNO
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES JUNE 12, 1984

CERTIFICATE

The undersigned, the owner or owners of Unit 8, of Broad-Brunson Place Condominium, hereby certify their adoption of the foregoing Amended Declaration and attached Amended By-Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 23rd day of January, 1980.

Signed and acknowledged
in the presence of:

Marcus Lockley

David S. Dezman (owner)

Janice Howell

~~David S. Dezman~~

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared David S. Dezman and Janice Howell who acknowledged the signing of the foregoing certificate to be their/his/her free and voluntary act and deed the date last hereinbefore set forth.



Juanita M. Richards
Notary Public
JUANITA M. RICHARDS
Notary Public-State of Ohio
My Commission Expires March 22, 1982

CERTIFICATE

The undersigned, the owner or owners of Unit 8, of Broad-Brunson Place Condominium, hereby certify their adoption of the foregoing Amended Declaration and attached Amended By-Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 16 day of January, 1980.

Signed and acknowledged
in the presence of:

Thomas A. Hume

Mrs. B. Jane Winsman -

Robert L. Harlow

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public/in and for said county and state,
appeared B. JANE WEISMAN, formerly Brenda J. Clark
and _____,
who acknowledged the signing of the foregoing certificate to be
their/his/her free and voluntary act and deed the date last here-
inbefore set forth.

Richard L. Lowland
Notary Public

RICHARD L. LEWIS AND
ATTORNEYS AT LAW
NOTARY PUBLIC
LEWIS & CLARK

CERTIFICATE

The undersigned, the owner or owners of Unit 9, of
Broad-Brunson Place Condominium, hereby certify their adoption
of the foregoing Amended Declaration and attached Amended By-
Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this cer-
tificate this 4 day of January, 1980.

Signed and acknowledged
in the presence of:

Nancy Johnson
Emelda Lopez

Lorena Mrs. Frank Young
Lorena (Mrs. Frank) Young
28 Brunson, Columbus, OH 43203

STATE OF ~~OHIO~~ Florida
COUNTY OF ~~FRANKLIN~~, SS:
Bade

Before me, a notary public in and for said county and state,
appeared LORENA (MRS. FRANK) YOUNG, UNMARRIED (WIDOW) (L.P. Young)
and
who acknowledged the signing of the foregoing certificate to be
their ~~his~~/her free and voluntary act and deed the date last here-
inbefore set forth.

James J. [Signature]
Notary Public
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 17, 1981
BONDED THRU GENERAL [unclear] [unclear]

CERTIFICATE

The undersigned, the owner or owners of Unit 10, of Broad-Brunson Place Condominium, hereby certify their adoption of the foregoing Amended Declaration and attached Amended By-Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 16th day of January, 1980

Signed and acknowledged
in the presence of:

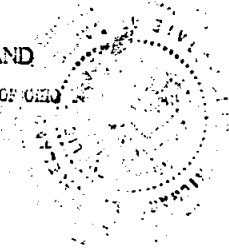
H. Thomas H. H. H. Bailey Price ✓
Robert L. Harlow Anne Price

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared BAILEY PRICE - aka B.E. PRICE
and ANNE H. PRICE - husband and wife,
who acknowledged the signing of the foregoing certificate to be their ~~his~~ free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
NOTARY PUBLIC
STATE OF OHIO



CERTIFICATE

The undersigned, the owner or owners of Unit 11, of Broad-Brunson Place Condominium, hereby certify their adoption of the foregoing Amended Declaration and attached Amended By-Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 14 day of January, 1980.

Signed and acknowledged
in the presence of:

Dyann H. Hume
Veronica Coady
Robert L. Harlow

Veronica Coady
36 Brunson Ave

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public/in and for said county and state, appeared VERONICA COADY, an unmarried widow, and who acknowledged the signing of the foregoing certificate to be th~~his~~ers/her free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Cleveland
Notary Public

RICHARD L. CLEVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

CERTIFICATE

The undersigned, the owner or owners of Unit 12, of Broad-Brunson Place Condominium, hereby certify their adoption of the foregoing Amended Declaration and attached Amended By-Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 16 day of January, 1980.

Signed and acknowledged
in the presence of:

Richard L. Lovelund
James S. Tancer
Robert L. Harlow

[Signature] ✓

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared RANDOLPH A. JESTER, unmarried and who acknowledged the signing of the foregoing certificate to be their/his/her free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Lovelund
Notary Public

RICHARD L. LOVELUND
NOTARY PUBLIC
LIVE IN COMMISSION



CERTIFICATE

The undersigned, the owner or owners of Unit 13, of Broad-Brunson Place Condominium, hereby certify their adoption of the foregoing Amended Declaration and attached Amended By-Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 16th day of JANUARY, 1980.

Signed and acknowledged
in the presence of:

Thurman A. Green

Dorothy P. Tallmadge

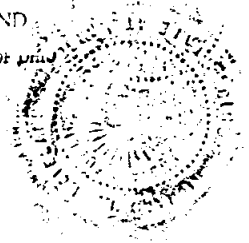
Robert L. Harlow

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared DOROTHY P. TALLMADGE, AN UNREMARKED WIDOW, and Robert L. Harlow, who acknowledged the signing of the foregoing certificate to be ~~their~~ his/her free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION



CERTIFICATE

The undersigned, the owner or owners of Unit 14, of
Broad-Brunson Place Condominium, hereby certify their adoption
of the foregoing Amended Declaration and attached Amended By-
Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this cer-
tificate this 16th day of January, 1980.

Signed and acknowledged
in the presence of:

Thomas W. Kean Joseph F. Cimino
Robert L. Harlow William S. Slentz

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state,
appeared JOSEPH F. CIMINERO
and WILLIAM S. SLENTZ EACH UNMARRIED,
who acknowledged the signing of the foregoing certificate to be
their ~~his~~ free and voluntary act and deed the date last here-
inbefore set forth.

Richard L. Loveland
Notary Public
RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, COUNTY OF FRANKLIN, STATE OF OHIO
EXPIRATION DATE 12-31-1981

CERTIFICATE

The undersigned, the owner or owners of Unit 15, of Broad-Brunson Place Condominium, hereby certify their adoption of the foregoing Amended Declaration and attached Amended By-Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 16 day of January, 1982.

Signed and acknowledged
in the presence of:

Thomas M. Grimes H. Coleman Grimes ✓
Robert L. Harlow Mary B. Grimes

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared H. COLEMAN GRIMES
and MARY B. GRIMES husband and wife,
who acknowledged the signing of the foregoing certificate to be their/his/her free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY AT LAW
NOTARY PUBLIC FOR THE STATE OF OHIO
LIFETIME COMMISSION



CERTIFICATE

The undersigned, the owner or owners of Unit 16, of Broad-Brunson Place Condominium, hereby certify their adoption of the foregoing Amended Declaration and attached Amended By-Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 16th day of January, 1980.

Signed and acknowledged
in the presence of:

Thomas A. Man Dorothy R. Schaffner
Robert L. Harlow Montford H. Schaffner

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared DOROTHY R. SCHAFFNER and MONTFORD H. SCHAFFNER husband and wife, who acknowledged the signing of the foregoing certificate to be their/~~his/her~~ free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
NOTARY PUBLIC
FRANKLIN COUNTY, OHIO

CERTIFICATE

The undersigned, the owner or owners of Unit 5, of Broad-Brunson Place Condominium, hereby certify their adoption of the foregoing Amended Declaration and attached Amended By-Laws of Broad-Brunson Place Condominium.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 16th day of NOVEMBER, 1980.

Signed and acknowledged
in the presence of:

Thomas A. Zane
Robert L. Harlow

Joseph J. Recchie, Jr. ✓

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a notary public in and for said county and state, appeared Joseph J. Recchie, Jr.
and Robert L. Harlow
who acknowledged the signing of the foregoing certificate to be ~~their~~/his/her free and voluntary act and deed the date last hereinbefore set forth.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION



shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

AMENDMENTS

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

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