

DECLARATION AND BY-LAWS
CREATING AND ESTABLISHING A PLAN FOR **20941**
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
HEARTHSTONE CONDOMINIUM

CERTIFICATE OF AUDITOR

Roger W. Tracy, Jr.
I HEREBY CERTIFY THAT THE
CONDOMINIUM COPIES HAVE
BEEN FILED.
APR 2 1981
FRANKLIN COUNTY AUDITOR
BY *Dorothy Packer*
DEPUTY COUNTY AUDITOR

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. _____ PAGE _____

FRANKLIN COUNTY, OHIO
Recorded: APR 2 1981 Time: *2:00 P* M

PALMER C. McNEAL, Recorder

Recorder's Fee \$ *239.*

This instrument prepared by Richard L. Loveland, attorney at law,
50 West Broad Street, Columbus, Ohio 43215.

DECLARATION INDEX

<u>ITEM</u>	<u>PAGE</u>
RECITALS	1
DEFINITIONS	1
THE PLAN	3
THE LAND (ARTICLE I)	3
NAME (ARTICLE II)	3
PURPOSE; RESTRICTIONS (ARTICLE III)	3
Purposes (Section 1)	3
Restrictions (Section 2)	3
(a) Unit Uses	3
(b) Common Areas Uses	4
(c) Limited Common Areas Uses	4
(d) Visible Areas	4
(e) Nuisances	4
(f) Vehicles	4
(g) Renting and Leasing	4
(h) Signs	5
(i) Replacements	5
(j) Structural Integrity	5
(k) Building on Easements	5
(l) Animals	5
(m) Conveyances	6
(n) Discrimination	6
(o) Architectural Control	6
(p) Arbitration	6
IMPROVEMENT DESCRIPTIONS (ARTICLE IV)	7
Residential Buildings (Section 1)	7
Other (Section 2)	7
UNITS (ARTICLE V)	7
Unit Designations (Section 1)	7
Composition of Units (Section 2)	8
(a) Unit Composition	8
(b) Units Sizes; Locations and Components	9
COMMON AND LIMITED COMMON AREAS (ARTICLE VI)	10
Common Areas - Description (Section 1)	10
Limited Common Areas - Description (Section 2)	10
Undivided Interest Ownership (Section 3)	11
UNIT OWNERS' ASSOCIATION (ARTICLE VII)	11
Establishment of Association (Section 1)	11
Membership (Section 2)	11
Voting Rights (Section 3)	12
Board of Trustees (Section 4)	12
Authority (Section 5)	12
Delegation of Authority; Professional Management (Section 6)	12
AGENT FOR SERVICE (ARTICLE VIII)	13
MAINTENANCE AND REPAIR (ARTICLE IX)	13
Association Responsibility (Section 1)	13
Individual Responsibility (Section 2)	13
UTILITY SERVICES (ARTICLE X)	14

	<u>PAGE</u>
INSURANCE; LOSSES; BONDS (ARTICLE XI)	14
Fire and Extended Coverage Insurance (Section 1)	14
Liability Insurance (Section 2)	15
Other Association Insurance (Section 3)	15
Unit Owners' Insurance (Section 4)	15
Sufficient Insurance (Section 5)	16
Insufficient Insurance (Section 6)	16
Fidelity Bonds (Section 7)	16
DAMAGE; RESTORATION; REHABILITATION AND RENEWAL (ARTICLE XII)	16
Restoration of Substantial Damage or Destruction (Section 1)	16
Rehabilitation and Renewal (Section 2)	17
CONDEMNATION (ARTICLE XIII)	17
GRANTS AND RESERVATION OF RIGHTS AND EASEMENTS (ARTICLE XIV)	17
Easements of Enjoyment; Limitations (Section 1)	17
Right of Entry for Repair, Maintenance and Restoration (Section 2)	17
Easements for Encroachments (Section 3)	18
Easement for Support (Section 4)	18
Easements for Utilities (Section 5)	18
Easement for Services (Section 6)	18
Power of Attorney (Section 7)	18
General (Section 8)	18
ASSESSMENTS AND ASSESSMENT LIENS (ARTICLE XV)	18
Types of Assessments (Section 1)	18
Purpose of Assessments (Section 2)	19
Elements-Appportionment: Due Dates (Section 3)	19
(a) Annual Operating Assessments	19
(b) Special Assessments for Capital Improvements	20
(c) Special Individual Unit Assessments	20
Effective Date of Assessment (Section 4)	21
Effect of Nonpayment of Assessment; Remedies of the Association (Section 5)	21
Subordination of the Lien to First Mortgages (Section 6)	22
Certificate Regarding Assessments (Section 7)	22
NOTICES TO MORTGAGEES (ARTICLE XVI)	23
CONDOMINIUM INSTRUMENT REQUIREMENTS (ARTICLE XVII)	23
General (Section 1)	23
Deposits (Section 2)	24
Association Control (Section 3)	24
Limited Warranty (Section 4)	24
Declarant's Obligations (Section 5)	25
Tenant's Options and Notice (Section 6)	25
AMENDMENTS (ARTICLE XVIII)	26
Power to Amend (Section 1)	26
Method to Amend (Section 2)	26
GENERAL PROVISIONS (ARTICLE XX)	27
Covenants Running With the Land (Section 1)	27
Enforcement (Section 2)	27
Severability (Section 3)	27
Gender and Grammar (Section 4)	27
Captions (Section 5)	28
LEGAL DESCRIPTION, CONDOMINIUM PROPERTY	EXHIBIT A
UNIT INFORMATION SHEET	EXHIBIT B

BY-LAWS INDEX

	<u>PAGE</u>
NAME AND LOCATION (ARTICLE I)	a
DEFINITIONS (ARTICLE II)	a
UNIT OWNERS (MEMBERS) (ARTICLE III)	a
Composition (Section 1)	a
Annual Meetings (Section 2)	a
Special Meetings (Section 3)	a
Notice of Meetings (Section 4)	a
Quorum (Section 5)	b
Proxies (Section 6)	b
Voting Power (Section 7)	b
Action in Writing Without Meeting (Section 8)	b
BOARD OF TRUSTEES (ARTICLE IV)	b
Initial Trustees (Section 1)	b
Successor Trustees (Section 2)	b
Removal (Section 3)	b
Nomination (Section 4)	b
Election (Section 5)	c
Compensation (Section 6)	c
Regular Meetings (Section 7)	c
Special Meetings (Section 8)	c
Quorum (Section 9)	c
Voting Power (Section 10)	c
Action in Writing Without Meeting (Section 11)	c
Powers (Section 12)	c
Duties (Section 13)	d
OFFICERS (ARTICLE V)	e
Enumeration of Officers (Section 1)	e
Selection and Term (Section 2)	e
Special Appointments (Section 3)	e
Resignation and Removal (Section 4)	e
Duties (Section 5)	e
COMMITTEES (ARTICLE VI)	f
BOOKS AND RECORDS (ARTICLE VII)	f
AUDITS (ARTICLE VIII)	f
FISCAL YEAR (ARTICLE IX)	g
AMENDMENTS (ARTICLE X)	g

DECLARATION

This is the Declaration of Hearthstone Condominium made on or as of the 23rd day of March, 1981, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. Colony of Columbus Development Group, an Ohio partnership, "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

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

Definitions

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

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Hearthstone Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's non-profit corporation statutory act).

2. "Association" and "Hearthstone Condominium 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.

3. "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.

4. "By-Laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the By-Laws is attached hereto and made a part hereof.

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

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

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

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

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

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

11. "Declarant" means Colony of Columbus Development Group, an Ohio partnership, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

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

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

14. "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.

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

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

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

18. "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 member of the board of managers of the Association, as defined in the Condominium Act.

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

20. "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 Ohio's non-profit corporation statutory act.

The Plan

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

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the City of Columbus, Franklin County, Ohio, and consisting of 15.689 acres, is attached hereto and marked "Exhibit A".

ARTICLE II

NAME

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

ARTICLE III

PURPOSES; RESTRICTIONS

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

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

(a) Unit Uses. Except as otherwise specifically provided in this 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; (ii) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or conducting 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; and (iii) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one or more Units for use as sales models, offices, storage, and maintenance purposes.

(b) Common Areas Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants, subject to such rules and regulations as may from time to time be promulgated by the Board. Notwithstanding the foregoing, Declarant may use the facilities a part of the Common Areas for construction, sales and administrative purposes during the period of its sale of Units, and the Association may, from time to time, make such use of the facilities a part of the Common Areas as the Board may, from time to time determine, such as, but not limited to renting the guest suite in the community building, provided any such use is in the best interests of the Association.

(c) Limited Common Areas Uses. Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, as specified in this Declaration, subject to the restrictions on use of Common Areas and Limited Common Areas set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board. The right to the exclusive use and benefit of a garage space or a carport space may be assigned by the owner of the Unit to which that right is appurtenant, but no such right may be assigned, nor may use of such space be rented, to other than owners or occupants of a Unit or Units.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside of windows or inside of windows (except inoffensive drapes or curtains which are consistent with the exterior trim color), or placed on the outside walls of a building, or placed otherwise outside of a Unit, or any part thereof, and no sign (except as otherwise provided in this Declaration), 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, or in or on a patio or balcony so as to be visible from outside thereof, except as originally installed by Declarant, unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time.

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

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

(g) Renting and Leasing. No Unit or part thereof, unless the same is owned by the Association, shall be rented

or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. A copy of each lease of a Unit shall be provided to the Board prior to the date of the commencement of the tenancy under that lease.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale, provided the size and style of any such sign shall be approved in advance, in writing, by the Board; and (c) on the Common Areas and model Units, signs advertising the sale and/or rental of Units by the Declarant until the earlier of such time as Declarant has sold all Units or three years from the date of this Declaration.

(i) 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 as not presently devoted to residential buildings anything other than facilities for the common use of all Units.

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

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

(l) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, if the Board elects to allow such pets, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals 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 Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, the right to prohibit such pets entirely, and the right to levy fines against persons who do not clean up after their pets; and (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(m) 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. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

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

(o) Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to harmony of external design, compatible decor, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with.

(p) 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 Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof.

no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Residential Buildings. There are 31 residential buildings a part of the Condominium, containing a total of 246 residential dwelling units. Some of the residential buildings are attached by interconnecting stairways, so that, counting buildings so interconnected as one, the Drawings show, and the exhibits hereto refer to, a total of only 18 residential buildings. Five of the 18 building groupings are two level buildings containing flats, and the remaining 13 are two story townhouses. Except as noted, these buildings are wood frame, built on concrete slabs, with stucco facades. Two of the buildings are constructed of brick. Some of the buildings have beams in the stucco, creating an English Tudor design effect. Three of the townhouse buildings have basements (buildings 9, 11 and 14) while the buildings on the north and south ends of building grouping 17, the east end of building grouping 16, and the west end of building grouping 18, have basements. These buildings have asphalt tar shingle roofs, and are located as shown on the Drawings, which also show the composition of each. The principal materials of which these residential buildings are constructed are wood, glass, stucco, concrete, concrete block, brick veneer, and drywall.

Section 2. Other. The Condominium also contains a one-story community center building, a one-story maintenance building, a six-car one-story garage building, a 36-car carport, a ten-car carport, an eight-car carport, a seven-car carport and three six-car carports. These buildings are built in style and of materials similar to the residential buildings, except the carports have flat built-up tar roofs.

In addition, the Condominium contains an outdoor swimming pool, two outside tennis courts, private asphalt drives and parking spaces, sidewalks, exterior lighting, and lawn and landscaped areas.

The location and composition of these improvements are shown on the Drawings.

ARTICLE V

UNITS

Section 1. Unit Designations. Except as noted, each of the 246 Units is designated by a four-digit number, a dash, and a letter of the alphabet, which designation corresponds with that Unit's mailing address. An illustration of such a Unit designation is "Unit 1014-A". In the case of two buildings (numbers 10 and 18) that have the numbers "1070" as the numerical portion of their Units' mailing addresses, the Unit designations for Units in those buildings consist of either the letter "N", or the letter "S", a dash, the number "1070", a dash, and a letter of the alphabet. An illustration of a Unit designation in building 10

is "Unit N-1070-A", and an illustration of a Unit designation in building 18 is "Unit S-1070-A". This designation, in each case, is the Unit's legal designation. The Unit designation of each Unit is shown on Exhibit B hereto, and is shown on the site plan sheets of the Drawings where that Unit is located.

Section 2. Composition of Units.

(a) Unit Composition. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the lowest level, and the unfinished interior surface of the ceiling at the highest level, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and, except as herein-after specifically provided otherwise, all improvements within that space. Without limiting the generality of the foregoing, or, as appropriate, in addition, 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 and ceilings themselves;

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

(3) all fixtures and appliances installed for the exclusive use 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, furnaces and hot water heaters, and components thereof, if any, and fireplaces and vents and dampers therefor, serving only that Unit (even though located outside the bounds of a Unit);

(4) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits, wherever located, which serve only that Unit;

(5) 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;

(6) all interior walls that are not necessary for support of the structure, and all space encompassed thereby, and the space within a Unit occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits; and

(7) the attic space or storage space above a Unit, if any, to which the Unit has direct and exclusive access;

excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

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

(2) 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, fireplace stacks and chimneys; and

(3) the crawl space below a Unit, if any.

(b) Unit Sizes; Locations and Components. The approximate area of each Unit interior, as well as the type of each Unit, are shown on the attached Exhibit B. The location, dimension, type and composition of each Unit are shown on the Drawings.

The types of Units, and a description of each type, are as follows:

- | <u>Unit</u> | |
|-------------|--|
| <u>Type</u> | |
| F1a | - There are 16 one-bedroom flats at the lower or first level of buildings containing flats. Each has a kitchen, bath, combination living-dining room, and one bedroom. Each has an appurtenant wood cedar fenced-in patio. |
| F1b | - There are 16 one-bedroom flats at the upper or second level of buildings containing flats. Each has the same rooms as a type F1a; except that each has an appurtenant balcony instead of a patio. |
| F2a | - There are 52 two-bedroom flats at the lower or first level of buildings containing flats. Each has a full bath and a small dressing room with a sink, a kitchen, a dining-living room, and two bedrooms. Each has an appurtenant fenced-in patio. |
| F2b | - There are 52 two-bedroom flats at the upper or second level of buildings containing flats. Each has the same rooms as a type F2a, except that each has an appurtenant balcony instead of a patio. |
| T2a | - There are 58 two-bedroom townhouse Units, without basements. Each has a living room, dining room, kitchen and half bath at the first floor level, and two bedrooms and bath at the second floor level. Each has an appurtenant fenced-in patio. |
| T2b | - There are 32 two-bedroom townhouse Units, with basements. Each has two rooms and a half bath in the basement, and the same rooms at the first and second floor level as a type T2a, except that it doesn't have a half bath at the first floor level. Each has an appurtenant fenced-in patio. |
| T3 | - There are 20 three-bedroom townhouse Units, without basements. Each has a living room, dining room, kitchen, laundry and half bath at the first floor level, and three bedrooms and two baths at the second floor level. Each has an appurtenant fenced-in patio. |

Each Unit contains its own electric furnace, hot water heater, and air-conditioning unit. In addition, types T2b's and T3's have washer and dryer hookups, and all Units except one-bedroom flats have dishwashers. Declarant may, from time to time, as Units are sold, install fireplaces within Units and stacks and liners to serve the same.

The balconies and patios are not parts of Units, but are Limited Common Areas.

Each Unit has direct access to a Common Area, which leads directly to Kenny Road, a public street.

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. Limited Common Areas - Description.

(a) General. Those portions of the Common Areas that are labeled or designated "LC" or "limited common" on the Drawings, or described thereon as Limited Common Areas, are Limited Common Areas and consist of (i) balconies, (ii) porches or porch areas, (iii) patios, (iv) parking spaces in carports and the garage, and (v) individually partitioned locker space in the basements of four of the residential buildings containing flats. The patios are each cedar fenced and each contains a concrete pad. The balconies are wood decked, with railings, and in some cases are separated from a balcony of an adjacent Unit by a cedar fence. The lockers are individually partitioned by wood framing and chicken wire. The location and dimensions of each Limited Common Area are shown on the Drawings.

(b) Balconies, Porches and Patios. In the case of each balcony, porch, or patio, the use of the same is reserved for the exclusive use and benefit of the owners and occupants of the Unit designed to be served by the same, which, in each case, is the Unit that has direct and contiguous access to the same.

(c) Locker Spaces. Except for unmarked locker spaces reserved for the use of the Association, each locker space has a Unit designation on the Drawings where that space is located. There is one such locker designated for each Unit in the Condominium except townhouse Units with basements (T2b's). The use of each such locker space is reserved for the exclusive use and benefit of the owners and occupants of the Unit which is designated on the Drawings, by Unit designation, on that locker space. No Unit owner may lease or rent the use of his, her or its locker space to anyone other than the owner or occupant of a Unit.

(d) Garage and Carport Parking Spaces. Each garage parking space and each carport parking space consists of a one-car parking space in the garage building or a carport building, as appropriate. Each garage parking space is designated on the Drawings by the letter "G", a dash, and a number from the numerical series 1 through 6, inclusive. An illustration of a garage space designation is "G-4". Each carport parking space is designated by the letter "P", a dash, and a number from the numerical series 7 through 85, inclusive. Each of these garage parking spaces and carport parking spaces is a Limited

Common Area, and, as Units are sold, each such space will be assigned to the exclusive use and benefit of the owners of a specified Unit. No Unit will be assigned the right to the exclusive use and benefit of more than two such spaces, but Declarant will assign the right to the exclusive use and benefit of all such spaces by the earlier of (a) such time as all Units have been sold and conveyed, and (b) such time as Unit owners other than Declarant have control of the Association. Once the right to the exclusive use and benefit of a parking space has been assigned to the owners of a Unit, the exclusive right to the use and benefit of such space shall thereafter be appurtenant to, and inseparable from, that Unit, shall be irrevocable, and shall accrue to the successor owners of fee simple interests in such Unit. The assignment of the right to the exclusive use and benefit of a parking space by Declarant shall be by specific assignment in the recorded deed by which the Unit is conveyed by Declarant, and shall be effective only upon the recording of such deed containing the assignment. Thereafter, the transfer of a Unit to which the right to the exclusive use and benefit of a parking space has been assigned shall automatically and without reference in such deed transfer the right to the exclusive use and benefit of such space to the successors to the fee simple interests in such Unit. Since there is only a total of 85 garage and carport parking spaces, many Units will not have an appurtenant exclusive parking space. Parking spaces outside of the garage and carport buildings are Common Areas, available for use of owners, occupants and guests, on a first come first served basis, without charge, subject to such rules and regulations as the Board may from time to time adopt.

Section 3. Undivided Interest. The undivided interest in the Common Areas of each Unit is set forth on the attached Exhibit B. The undivided interest of each Unit has been assigned on the basis of the relative fair values of the Units. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains.

ARTICLE VII

UNIT OWNERS' ASSOCIATION

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

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

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 interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee interest in that Unit may cast the entire vote with respect to that Unit.

Section 4. Board of Trustees. The Board initially shall be those three persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which 25% of the undivided interests in the Common Areas appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be six Trustees. The Unit owners other than the Declarant shall elect one-third (two) of the Trustees at such meeting and the Declarant shall designate the other two-thirds (four) of the Trustees, which six Trustees shall serve until the meeting described in the next paragraph.

Within thirty days after the earlier of (a) three years from the date of the establishment of the Association, and (b) the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Areas appertain, the Association shall meet and all Unit owners, including the Declarant, shall elect six Trustees to replace all of those Trustees earlier elected or designated by the Unit owners or Declarant, respectively, and elect new officers of the Association. Of course, this shall not preclude the reelection of one or more of those then serving in such a capacity. The terms of the six trustees shall be staggered so that the terms of one-third of the Trustees (two) will expire at the end of the next following annual meeting, one-third (two) at the end of the second following annual meeting, and the remaining one-third (two) at the end of the third following annual meeting. At each annual meeting after these six trustees are elected the members shall elect two Trustees for terms of three years each to replace the Trustees whose terms then expire.

No withstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Trustees or to vote in an election of Trustees. If the Declarant waives its right to select one or more Trustees, the membership shall meet and elect the members of the Board otherwise to have been selected by Declarant.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium act, that are not specifically reserved to Unit owners.

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

the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or one or more other firms or corporations affiliated with Declarant for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice.

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

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:

Louis R. Pearlman
3251 Westerville Road
Columbus, Ohio 43224

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. 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, drives, outside parking areas, fireplace stacks, liners, and chimneys, and the structural portions and exterior portions of all buildings which are a part of the Common Areas, including Limited Common Areas, and that do not constitute part of a Unit, provided, however, that the Association shall not be required to provide routine maintenance, or cleaning and snow and ice removal with respect to porches, balconies, or interior of patios, nor shall it repair or maintain any improvements within patios. The Association also has the right to maintain and repair a portion of the drive entryway from Kenny Road onto Merrimar Circle South which lies within an easement granted to the Association, but is on property not owned by the Association.

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 provide routine maintenance,

and cleaning and snow and ice removal ~~RECORDED~~ to the porches, balconies, patios and garage or carport parking space appurtenant to that owner's Unit. Without limitation of the quality of the foregoing, the repair and maintenance responsibility of a Unit owner shall include repair and maintenance of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor, and repair and maintenance of that Unit's patio space and improvements therein, including the concrete pad located in that Unit's patio or the floor of that Unit's garage space. In the event a Unit owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit owner or occupant, or is as a result of the failure of any Unit owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and the cost of such maintenance and repair, to the extent not recovered by the Association from insurance proceeds, shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X

UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. In the event any utility service is not separately metered the cost thereof shall be a common expense and paid by the Association.

ARTICLE XI

INSURANCE; LOSSES BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings and structures now or at any time hereafter constituting a part of the Common Areas against loss or damage by fire, lightning, and such other hazards as are ordinarily insured against by fire and extended coverage policies issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than 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:

- (a) may provide coverage for built-in or installed improvements, fixtures and equipment, and shall provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;
- (b) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of B/VI, or better, or, if Class V, has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide;

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

(d) shall contain or have attached the standard mortgagee clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of first mortgagees as their interests may appear, provided that, if not prohibited by The Mortgage Corporation, the proceeds may be made payable to the holders of first mortgages on Units to the extent of their respective interests, provided they agree to use the same to repair and reconstruct such damaged property; and

(e) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit owners.

The cost of this insurance shall be a common expense, payable by the Association, provided, however, if the Board so elects, each Unit owner shall, promptly upon receipt of an invoice for his, her or its share of the premium for that insurance, pay that Unit owner's respective share of 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 owner's Unit's undivided 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 occupants, with such limits as the Board may determine, but no less than \$1,000,000 per occurrence, 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 Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association, the Board, or other Unit owners.

Section 3. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board 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 owned by the Unit owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Trustees, and all other Unit owners and occupants.

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 that within sixty (60) days after such damage or destruction the Unit owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 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, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective undivided interests in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 7. Fidelity Bonds. The Board shall obtain fidelity bond coverage with respect to persons handling Association funds, naming the Association as the named insured, in such amounts as the Board determines sufficient to provide reasonable protection, against substantial losses. In the event the bond would not otherwise cover volunteers, it must be endorsed to cover such persons.

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a residential building, the Association may, with the consent of Unit owners entitled to exercise not less than 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 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 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 Board 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 Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and to ingress and egress 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 and duties and exercise its rights 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, security systems, master television antennas and cable television. By this easement it shall be expressly permissible for the Association to grant to the providing utility company permission 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 Board 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 Declarant his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board's authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Association, 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 ITEMS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit owner

729I14

RECORDER

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

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

Section 3. Elements-Appportionment. Due Dates.

(a) Annual Operating Assessments.

(1) Prior to the time assessments are levied with respect to any Unit, and prior to the beginning of each fiscal year of the Association after the first period for which the assessments are levied, the Board shall estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Areas, common expenses of the Association consisting of the following:

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

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

c. the estimated next fiscal year's costs for utility services not separately metered;

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

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

f. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

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

(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 in annual, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly prorata share of the annual operating assessment for that Unit.

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

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

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit owner, the

cost of insurance premiums separately billed to a Unit owner, and a Unit owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Areas attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit owners.

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 Board to the Unit owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

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 Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, and (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine.

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

(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 or 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 owners 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 owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorney's 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 any part thereof, or by abandonment of his, her or its Unit.

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

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

ARTICLE XVI

NOTICES TO MORTGAGEES

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

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

ARTICLE XVII

CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1. General. The Condominium Act requires that certain information be provided in the Condominium instruments. Much of this is provided elsewhere in the Condominium organizational documents and in other documents, but in order that all such information be provided in this Declaration, various items

of that information are set forth in the following sections of this article.

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of \$2,000. or more is held for more than 90 days, interest at the rate of at least 4% per annum for any period exceeding 90 days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

Section 3. Association Control. Except in its capacity as a Unit owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium Act. Neither the Association nor the Unit owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit owners other than Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit owners pursuant to the provisions of the By-Laws.

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

A. Units. Except as provided in subparagraph C, below, the Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arise within a period of one year from the date the deed to the buyers for that Unit is filed for record. In addition, for this same period, Declarant will repair to an operable condition, or replace with operable items of like kind, quality, condition and age, any used mechanical item that does not operate properly, for whatever cause other than the negligent or intentional acts of the owners or occupants of that Unit.

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

C. Appliances, etc. In the case of new ranges, refrigerators, disposals, and other appliances, if any,

installed and furnished by the Declarant as part of the Unit, the Declarant assigns to the buyers all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items is limited to the Declarant's warranty that the same have been properly installed.

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

E. Limitations.

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

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

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

(4) The Declarant makes no representation as to the extent or effectiveness of insulation in exterior or common walls, or the attic, roof or floor areas.

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

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

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

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

Section 6. Tenants Options and Notice. If this is a conversion condominium, all tenants were or are being offered an option, exercisable within not less than 90 days after notice, to purchase a Unit in the Condominium, and such tenants were or are being given written notice not less than 120 days prior to being required to vacate their rented premises to facilitate the conversion.

ARTICLE XVIII

AMENDMENTS

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

(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 (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; and,

(c) in any event, Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium organizational documents, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained, or to correct typographical errors or obvious factual errors or omissions the correction or addition of which would not impair the interest of any unit owner or mortgagee; and further provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents hereinbefore provided, in a writing executed with the same formalities as this Declaration by two officers of the Association and containing a certification that the amendment was duly adopted in accordance

with the foregoing provisions, shall be effective upon the filing of the same with the Auditor and Recorder of Franklin County, Ohio.

ARTICLE XIX

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

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions 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 Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 23rd day of March, 1981.

Signed and acknowledged in the presence of:

[Signature]

COLONY OF COLUMBUS DEVELOPMENT GROUP, a partnership

By M. H. Fishman Co., Inc., a Delaware corporation

[Signature]

By [Signature] Vice President
(Name) (Title)

By [Signature] Secretary
(Name) (Title)

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by [Signature], the Vice President, and [Signature], the Secretary, of M. H. Fishman Co., Inc., a Delaware corporation, on its behalf as a general partner of Colony of Columbus Development Group, a partnership, on behalf of and as the act of that partnership, this 23rd day of March, 1981.



[Signature]
Notary Public
BERENICE L. MOATS
NOTARY PUBLIC, THE STATE OF OHIO
MY COMMISSION EXPIRES NOV. 14, 1983

EXHIBIT A
DECLARATION OF CONDOMINIUM
HEARTHSTONE CONDOMINIUM

LEGAL DESCRIPTION

Situated in the State of Ohio, County of Franklin, City of Columbus, Section 1, Township 1, Range 19, United States Military Lands, and containing 15.689 acres of land, more or less; 15.388 acres being out of that 15.700 acre tract owned by Kenilworth Realty Trust, 0.225 acres being the remainder of that 0.498 acre tract owned by Kenilworth Realty Trust, 0.014 acres being that 0.014 acre tract owned by Kenilworth Realty Trust, all of record in Deed Book 3500, page 767, and Deed Book 3500, Page 772, and 0.02 acres being out of that 7.673 acre tract owned by Indun Realty, Inc., of record in Deed Book 3532, Page 512, (all references to deed books are of record in the Recorder's Office, Franklin County, Ohio) and said 15.689 acres of land being more particularly described as follows:

Beginning at a railroad spike in the centerline of Kenny Road, the northwesterly corner of said 0.498 acre tract, the southwesterly corner of that 6.24 acre tract described in a deed to George W. Timmons & Son, by deed (Parcel No. 1) of record in Deed Book 2408, Page 273;

Thence S 85° 24' 47" E, with the northerly line of said 0.498 acre tract and the northerly line of said 15.70 acre tract, a distance of 1259.41 feet to an iron pin;

Thence S 4° 23' 32" W, with the easterly line of said 15.70 acre tract, a distance of 410.18 feet to an iron pin;

Thence N. 85° 27' 00" W, with a southerly line of said 15.70 acre tract and the southerly line of said 0.01 acre tract, passing an iron pin at 70.00 feet, a total distance of 77.86 feet to a point;

Thence N 4° 33' 00" E, with the westerly line of said 0.14 acre tract, a distance of 78.67 feet to a point in the southerly line of said 15.70 acre tract;

Thence N 85° 27' 00" W, with the southerly line of said 15.70 acre tract, a distance of 137.41 feet to a P.K. Nail;

Thence S 4° 33' 00" W, with an easterly line of said 15.70 acre tract, a distance of 197.34 feet to an iron pin;

Thence S 26° 50' 11" W, with a southeasterly line of said 15.70 acre tract, a distance of 78.43 feet to a P.K. Nail;

Thence S 72° 05' 13" W, with a southerly line of said 15.70 acre tract, a distance of 92.55 feet to a Drill Hole in the curb;

Thence N 85° 24' 47" W, with a southerly line of said 15.70 acre tract, a distance of 67.29 feet to a Drill Hole in the curb;

Thence N 25° 24' 47" W, a distance of 33.49 feet to an iron pin;

Thence N 85° 24' 47" W, a distance of 417.89 feet to an iron pin;

Thence S 34° 35' 13" W, a distance of 33.49 feet to a P.K. Nail in a southerly line of said 15.70 acre tract;

Thence N 85° 24' 47" W, with said southerly line, a distance of 11.33 feet to a P.K. Nail;

Thence through the said 7.673 acre tract, the following three (3) courses:

- 1) N 58° 14' 17" W, a distance of 64.88 feet to a P.K. Nail;
- 2) N 40° 21' 07" W, a distance of 45.00 feet to a P.K. Nail;
- 3) N 57° 03' 48" W, a distance of 68.95 feet to an iron pin in a southerly line of said 15.70 acre tract and northerly line of said 7.673 acre tract;

Thence N 85° 27' 00" W, with said northerly and southerly line, a distance of 198.26 feet to a southeasterly corner of a 0.296 acre tract of land described in a deed to the City of Columbus, Ohio, of record in Deed Book 3448, Page 267;

Thence N 0° 37' 53" E, with the easterly line of said 0.296 acre tract, a distance of 316.17 feet to a point;

Thence N 85° 27' 00" W, a distance of 30.00 feet to a point in the centerline of Kenny Road;

Thence N 1° 33' 00" E, with said centerline, a distance of 227.11 feet to the place of beginning and containing 15.689 acres of land, more or less.

Last Transfer: Official Record Volume 336, page A01

Tax Parcel Nos.: 010-1356
010-1362
010-11188

EXHIBIT B

DECLARATION OF CONDOMINIUM
OF
HEARTHSTONE CONDOMINIUM

INDIVIDUAL UNIT INFORMATION

<u>Unit Designation</u>	<u>Bldg. No.</u>	<u>Unit Type</u>	<u>Approximate Interior Square Feet*</u>	<u>Undivided Interest</u>
1014-A	15	T3	1220	.480
1014-B	15	T3	1220	.480
1014-C	15	T3	1220	.480
1014-D	15	T3	1220	.480
1014-E	15	T3	1220	.480
1014-F	15	T3	1220	.480
1014-G	15	T3	1220	.480
1014-H	15	T3	1220	.480
1022-A	14	T2b	920	.441
1022-B	14	T2b	920	.441
1022-C	14	T2b	920	.441
1022-D	14	T2b	920	.441
1022-E	14	T2b	920	.441
1022-F	14	T2b	920	.441
1022-G	14	T2b	920	.441
1022-H	14	T2b	920	.441
1022-I	14	T2b	920	.441
1022-J	14	T2b	920	.441
1022-K	14	T2b	920	.441
1022-L	14	T2b	920	.441
1030-A	13	T3	1220	.480
1030-B	13	T3	1220	.480
1030-C	13	T3	1220	.480
1030-D	13	T3	1220	.480
1030-E	13	T3	1220	.480
1030-F	13	T3	1220	.480
1030-G	13	T3	1220	.480
1030-H	13	T3	1220	.480
1038-A	12	T2a	920	.412
1038-B	12	T2a	920	.412
1038-C	12	T2a	920	.412
1038-D	12	T2a	920	.412
1038-E	12	T2a	920	.412
1038-F	12	T2a	920	.412
1038-G	12	T2a	920	.412
1038-H	12	T2a	920	.412
1038-I	12	T2a	920	.412
1038-J	12	T2a	920	.412
1046-A	11	T2b	920	.441
1046-B	11	T2b	920	.441
1046-C	11	T2b	920	.441
1046-D	11	T2b	920	.441
1046-E	11	T2b	920	.441
1046-F	11	T2b	920	.441
1046-G	11	T2b	920	.441
1046-H	11	T2b	920	.441
1046-I	11	T2b	920	.441
1046-J	11	T2b	920	.441

* Approximate interior square feet is the interior space of a Unit, including interior walls and partitioning.

EXHIBIT B
DECLARATION OF CONDOMINIUM
OF
HEARTHSTONE CONDOMINIUM

<u>Unit Designation</u>	<u>Bldg. No.</u>	<u>Unit Type</u>	<u>Approximate Interior Square Feet*</u>	<u>Undivided Interest</u>
1055-A	16	F2a	830	.401
1055-B	16	F2a	830	.401
1055-C	16	F2a	830	.401
1055-D	16	F2a	830	.401
1055-E	16	F2b	845	.401
1055-F	16	F2b	845	.401
1055-G	16	F2b	845	.401
1055-H	16	F2b	845	.401
1060-A	18	F2a	830	.401
1060-B	18	F2a	830	.401
1060-C	18	F2a	830	.401
1060-D	18	F2a	830	.401
1060-E	18	F2b	845	.401
1060-F	18	F2b	845	.401
1060-G	18	F2b	845	.401
1060-H	18	F2b	845	.401
1065-A	16	F2a	830	.401
1065-B	16	F2a	830	.401
1065-C	16	F2a	830	.401
1065-D	16	F2a	830	.401
1065-E	16	F2b	845	.401
1065-F	16	F2b	845	.401
1065-G	16	F2b	845	.401
1065-H	16	F2b	845	.401
1075-A	16	F2a	830	.401
1075-B	16	F2a	830	.401
1075-C	16	F2a	830	.401
1075-D	16	F2a	830	.401
1075-E	16	F2b	845	.401
1075-F	16	F2b	845	.401
1075-G	16	F2b	845	.401
1075-H	16	F2b	845	.401
1078-A	9	T2b	920	.441
1078-B	9	T2b	920	.441
1078-C	9	T2b	920	.441
1078-D	9	T2b	920	.441
1078-E	9	T2b	920	.441
1078-F	9	T2b	920	.441
1078-G	9	T2b	920	.441
1078-H	9	T2b	920	.441
1078-I	9	T2b	920	.441
1078-J	9	T2b	920	.441
1080-A	18	F2a	830	.401
1080-B	18	F2a	830	.401
1080-C	18	F2a	830	.401
1080-D	18	F2a	830	.401
1080-E	18	F2b	845	.401
1080-F	18	F2b	845	.401
1080-G	18	F2b	845	.401
1080-H	18	F2b	845	.401

EXHIBIT B

DECLARATION OF CONDOMINIUM
OF
HEARTHSTONE CONDOMINIUM

<u>Unit Designation</u>	<u>Bldg. No.</u>	<u>Unit Type</u>	<u>Approximate Interior Square Feet*</u>	<u>Undivided Interest</u>
1085-A	16	F2a	830	.401
1085-B	16	F2a	830	.401
1085-C	16	F2a	830	.401
1085-D	16	F2a	830	.401
1085-E	16	F2b	845	.401
1085-F	16	F2b	845	.401
1085-G	16	F2b	845	.401
1085-H	16	F2b	845	.401
1088-A	18	F2a	830	.401
1088-B	18	F2a	830	.401
1088-C	18	F2a	830	.401
1088-D	18	F2a	830	.401
1088-E	18	F2b	845	.401
1088-F	18	F2b	845	.401
1088-G	18	F2b	845	.401
1088-H	18	F2b	845	.401
1094-A	18	F2a	830	.401
1094-B	18	F2a	830	.401
1094-C	18	F2a	830	.401
1094-D	18	F2a	830	.401
1094-E	18	F2b	845	.401
1094-F	18	F2b	845	.401
1094-G	18	F2b	845	.401
1094-H	18	F2b	845	.401
1095-A	16	F2a	830	.401
1095-B	16	F2a	830	.401
1095-C	16	F2a	830	.401
1095-D	16	F2a	830	.401
1095-E	16	F2b	845	.401
1095-F	16	F2b	845	.401
1095-G	16	F2b	845	.401
1095-H	16	F2b	845	.401
1100-A	8	T2a	920	.412
1100-B	8	T2a	920	.412
1100-C	8	T2a	920	.412
1100-D	8	T2a	920	.412
1100-E	8	T2a	920	.412
1100-F	8	T2a	920	.412
1100-G	8	T2a	920	.412
1100-H	8	T2a	920	.412
1100-I	8	T2a	920	.412
1100-J	8	T2a	920	.412
1126-A	4	F1a	636	.334
1126-B	4	F1a	636	.334
1126-C	4	F1a	636	.334
1126-D	4	F1a	636	.334
1126-E	4	F1a	636	.334
1126-F	4	F1a	636	.334
1126-G	4	F1a	636	.334
1126-H	4	F1a	636	.334

EXHIBIT B

DECLARATION OF CONDOMINIUM
OF
HEARTHSTONE CONDOMINIUM

<u>Unit Designation</u>	<u>Bldg. No.</u>	<u>Unit Type</u>	<u>Approximate Interior Square Feet*</u>	<u>Undivided Interest</u>
1126-I	4	F1b	582	.334
1126-J	4	F1b	582	.334
1126-K	4	F1b	582	.334
1126-L	4	F1b	582	.334
1126-M	4	F1b	582	.334
1126-N	4	F1b	582	.334
1126-O	4	F1b	582	.334
1126-P	4	F1b	582	.334
4635-A	17	F2a	830	.401
4635-B	17	F2a	830	.401
4635-C	17	F2a	830	.401
4635-D	17	F2a	830	.401
4635-E	17	F2b	845	.401
4635-F	17	F2b	845	.401
4635-G	17	F2b	845	.401
4635-H	17	F2b	845	.401
4645-A	17	F2a	830	.401
4645-B	17	F2a	830	.401
4645-C	17	F2a	830	.401
4645-D	17	F2a	830	.401
4645-E	17	F2b	845	.401
4645-F	17	F2b	845	.401
4645-G	17	F2b	845	.401
4645-H	17	F2b	845	.401
4655-A	17	F2a	830	.401
4655-B	17	F2a	830	.401
4655-C	17	F2a	830	.401
4655-D	17	F2a	830	.401
4655-E	17	F2b	845	.401
4655-F	17	F2b	845	.401
4655-G	17	F2b	845	.401
4655-H	17	F2b	845	.401
4660-A	1	T2a	920	.412
4660-B	1	T2a	920	.412
4660-C	1	T2a	920	.412
4660-D	1	T2a	920	.412
4660-E	1	T2a	920	.412
4660-F	1	T2a	920	.412
4660-G	2	T2a	920	.412
4660-H	2	T2a	920	.412
4660-I	2	T2a	920	.412
4660-J	2	T2a	920	.412
4660-K	2	T2a	920	.412
4660-L	2	T2a	920	.412
4692-A	3	T2a	920	.412
4692-B	3	T2a	920	.412
4692-C	3	T2a	920	.412
4692-D	3	T2a	920	.412

EXHIBIT B

DECLARATION OF CONDOMINIUM
OF
HEARTHSTONE CONDOMINIUM

<u>Unit Designation</u>	<u>Bldg. No.</u>	<u>Unit Type</u>	<u>Approximate Interior Square Feet*</u>	<u>Undivided Interest</u>
4692-E	3	T2a	920	.412
4692-F	3	T2a	920	.412
4692-G	3	T2a	920	.412
4692-H	3	T2a	920	.412
4695-A	6	T2a	920	.412
4695-B	6	T2a	920	.412
4695-C	6	T2a	920	.412
4695-D	6	T2a	920	.412
4695-E	6	T2a	920	.412
4695-F	6	T2a	920	.412
4695-G	6	T2a	920	.412
4695-H	6	T2a	920	.412
4708-A	7	T3	1220	.480
4708-B	7	T3	1220	.480
4708-C	7	T3	1220	.480
4708-D	7	T3	1220	.480
4710-A	5	Fla	636	.334
4710-B	5	Fla	636	.334
4710-C	5	Fla	636	.334
4710-D	5	Fla	636	.334
4710-E	5	Fla	636	.334
4710-F	5	Fla	636	.334
4710-G	5	Fla	636	.334
4710-H	5	Fla	636	.334
4710-I	5	Flb	582	.334
4710-J	5	Flb	582	.334
4710-K	5	Flb	582	.334
4710-L	5	Flb	582	.334
4710-M	5	Flb	582	.334
4710-N	5	Flb	582	.334
4710-O	5	Flb	582	.334
4710-P	5	Flb	582	.334
N-1070-A	10	T2a	920	.412
N-1070-B	10	T2a	920	.412
N-1070-C	10	T2a	920	.412
N-1070-D	10	T2a	920	.412
N-1070-E	10	T2a	920	.412
N-1070-F	10	T2a	920	.412
N-1070-G	10	T2a	920	.412
N-1070-H	10	T2a	920	.412
N-1070-I	10	T2a	920	.412
N-1070-J	10	T2a	920	.412
S-1070-A	18	F2a	830	.401
S-1070-B	18	F2a	830	.401
S-1070-C	18	F2a	830	.401
S-1070-D	18	F2a	830	.401
S-1070-E	18	F2b	845	.401
S-1070-F	18	F2b	845	.401
S-1070-G	18	F2b	845	.401
S-1070-H	18	F2b	845	.401
			Total	<u>100.000</u> 8

BY-LAWS

(Code of Regulations)

OF

HEARTHSTONE CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is Hearthstone Condominium 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 Hearthstone 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 Board of Trustees ("the Board"), may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Hearthstone Condominium, ("the 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 Declaration, is a member of the Association.

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

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

Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five 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, shall constitute a quorum for such meeting.

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

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

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

ARTICLE IV

BOARD OF TRUSTEES: (BOARD OF MANAGERS)

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

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

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

Section 4. Nomination. Nominations for the election of Trustees to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist

of a chairman, who shall be a member of the Board, and two or more Unit owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

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

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

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

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

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

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

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

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

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Areas;

- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- (g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);
- (h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium organizational documents); and
- (j) do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or 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 Declaration, to:
 - (i) fix the amount of assessments against each Unit;
 - (ii) give written notice of each assessment to every Unit owner subject thereto

within the time limits set forth therein;
and

- (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit owner(s) personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (f) cause all officers or employees handling Association funds to be bonded;
- (g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (h) cause the restrictions created by the Declaration to be enforced; and
- (i) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

ARTICLE V

OFFICERS

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

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

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

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

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board

otherwise determines, the duties of the officers shall be as follows:

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

BOOKS AND RECORDS

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

ARTICLE VIII

AUDITS

Upon written request to the Association by a institutional first mortgagee of a Unit, or its insurer, or by vote of the holders of a majority of the voting power of Unit owners, the Board shall cause the preparation and furnishing to those requesting of

an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

AMENDMENTS

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

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these By-Laws to be duly adopted on or as of the 23rd day of March, 1981.

COLONY OF COLUMBUS DEVELOPMENT
GROUP

By M. H. Fishman Co., Inc.

By

Kurt J. Jones
(Name)

Vice President
(Title)

By

James J. [Signature]
(Name)

Secretary
(Title)

Sole Member