Eclextion Lofts Condominiums

Condominium Plat
200512050255603



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Robert G. Montgomery
Franklin County Recorder

Declaration and Bylaws

The undersigned hereby certifies that copies of this Declaration and Bylaws for Eclextion Lofts Condominiums and all drawings and other exhibits thereto were filed with the Auditor of Franklin County, Ohio this 5th day of December, 2005, as required by § 5311.06(B) of the Ohio Revised Code.

Joseph W. Testa / Janet E. Fenning
Franklin County Auditor

VORYS BOX-BUDA

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 158 PAGE 66-71

TRANSFERRED

DEC 0 5 2005

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

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ECLEXTION LOFTS CONDOMINIUMS DECLARATION

This is the Declaration of Eclextion Lofts Condominiums made on or as of the ___ day of _____, 2005, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. 221 North Front Street, LLC, an Ohio limited liability company, "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 Eclextion Lofts Condominiums 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 "**Eclextion Lofts Condominiums 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 Directors**" mean those persons who, as a group, serve as the board of Directors of the Association.

4. "**Bylaws**" mean the Bylaws 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 Bylaws is attached hereto as **Exhibit D** and incorporated herein by this reference.

5. "**Common Elements**" 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 Elements" of the Condominium under the provisions of the Condominium Act.

6. "**Condominium**" and "**Eclextion Lofts Condominiums**" 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 Bylaws, the Drawings, the development disclosure statement provided to purchasers pursuant to §5311.26 of the Ohio Revised Code, any contracts pertaining to the management of the Condominium Property and, as provided by the Condominium Act, "any other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit."

9. "**Condominium Organizational Documents**" means the Articles, the Bylaws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

10. "**Condominium Property**" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto, including, without limitation, the Parking Easement.

11. "**Declarant**" means 221 North Front Street, LLC, an Ohio limited liability company, 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. "**Director**" and "**Directors**" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association.

14. "**Drawings**" means the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time. The Drawings include the survey plat of the Condominium Property that is attached hereto as **Exhibit B** and incorporated herein by this reference, and the architectural drawings of the structures and improvements comprising part of the Condominium Property that are attached hereto as **Exhibit C** and incorporated herein by this reference.

15. "**Eligible Holder of a First Mortgage**" means the holder, insurer, guarantor or servicer of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association (which request states the name and address of such holder, insurer, guarantor or servicer and the Unit designation or address) requesting notification of any proposed action that requires the consent of a specified percentage of Eligible Holders of First Mortgages.

16. "**Exclusive Use Area**" means any Common Element specifically reserved herein for delegation by the Board of Directors to the use of a certain Unit or Units to the exclusion of other Units.

17. "**Limited Common Elements**" means those Common Elements 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 Elements" of the Condominium under the provisions of the Condominium Act.

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

19. "**Parking Easement**" means that certain Parking Easement Agreement which was filed of record on May 27, 2004 as Instrument Number 200405270122721, as amended by that certain First Amendment To Parking Easement Agreement filed of record on November 7, 2005 as Instrument Number 200511070235944, all in the Recorder's Office, Franklin County, Ohio, as further amended from time to time. The depiction of the parking spaces subject to the Parking Easement, as set forth on pages 2 and 3 of Exhibit B to the First Amendment To Parking Easement Agreement are attached hereto as **Exhibit F** and incorporated herein by this reference.

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

21. "**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.

22. "**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 Franklin County, Ohio, is attached hereto as **Exhibit A** and incorporated herein by this reference.

ARTICLE II

NAME

The name by which the Condominium shall be known is "Eclextion Lofts Condominiums."

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; to establish a Unit Owners' Association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; 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, or conducting personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; (iii) first floor Units may be occupied and used for the operation of a primary professional office (no retail allowed) in accordance with all applicable zoning codes, so long as the Occupant of such first floor Unit owns the Unit, and so long as the occupant either (A) also occupies the Unit as its residence or (B) owns and occupies another Unit in the Condominium as its residence; (iv) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one or more Units as sales models and offices and/or for storage and maintenance purposes; and (v) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities. For purposes of this Declaration, "professional office" shall mean the following office uses: legal; marketing/public relations; interior design; real estate sales; executive recruiting; lobbyist; architect; and any other relatively low-intensity use approved by the Board. However, the Board will be denied the discretion to approve the use of such first floor Units for medical, dental, optical or other allied-medical or medical-related uses. The Board will be empowered to adopt reasonable rules and regulations concerning the number of employees that may be present within any first-floor unit used as a professional office, as well as the frequency of client visits thereto.

(b) **Common Elements Uses.** The Common Elements (except the Limited Common Elements and Exclusive Use 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 Elements 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, which shall, among other things, regulate open fires and prohibit temporary buildings or structures.

(c) **Limited Common Elements Uses.** Except as specifically provided otherwise herein, those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and/or Occupants of the Unit or Units served by the same, subject to the restrictions on use of Common Elements and Limited Common Elements set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board, which shall, among other things, regulate open fires and prohibit temporary buildings or structures.

(d) **Exclusive Use Areas Uses.** In the event that any Exclusive Use Area is designated by the Board of Directors for the exclusive use of one or more Units, then such Exclusive Use Areas shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units to which such area is designated, until such designation is changed by the Board, in accordance with the purpose for which such Exclusive Use Area is intended, and subject to such rules and regulations as may from time to time be promulgated by the Board including, without limitation, the charging of a fee, one-time or periodic, for such designation, and the right to terminate such designation.

(e) **Visible Areas.** Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, blinds or curtains or other window treatment) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign (except those of the Declarant), awning, canopy, shutter or (to the extent that such limitation is not prohibited by law) 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, terrace or garden area unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time. The Board may designate locations for antennae, and may require coverings for such devices, to the extent not prohibited by law. In this regard, see subparagraph (p) below.

(f) **Nuisances.** No noxious or offensive activity shall be carried on in any Unit, or upon the Common Elements, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant. The Board may, if it determines that an owner has allowed the Limited Common Elements appurtenant to a Unit to become unsightly, come on the Limited Common Elements to clean debris and maintain the landscaping, and charge the owner the cost thereof (plus any other fees and penalties assessed pursuant to the Rules and Regulations of the Board in connection therewith), which shall become a special individual unit assessment against such Unit. Storage of fuel-powered lawn mowers within a Unit or in the Common Elements, including the Limited Common Elements, is strictly prohibited and is hereby declared to be a noxious or offensive activity.

(g) **Vehicles.** The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Elements, (including, without limitation, Limited Common Elements), and may enforce such regulations or restrictions by levying fines or enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(h) **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 executed after the submission of a unit to the Condominium shall be in writing, shall provide that the tenant 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 lessee to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination for a violation by the occupants of any covenant, condition and restriction contained in this Declaration, or the Bylaws of the Association, or the rules and regulations of the Association, all as lawfully amended from time to time. All such tenancies shall be subject to termination by legal proceedings in eviction brought by the Association pursuant to Ohio Revised Code Chapters 5321 and 1923, as agent for the and in the name of the Unit Owner, for any such violation, provided that the Association give the Unit Owner at least ten days written notice of its intent to bring such an eviction proceeding. The costs of any eviction action brought by the Association, including reasonable attorney's fees, shall be a special individual unit assessment against the Unit, enforceable in the same manner as all other assessments.

(i) **Signs.** No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Elements, signs regarding and regulating the use of the Common Elements, 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 or rent; (c) on the Common Elements and model Units, signs advertising the sale of Units by the Declarant during the initial sales/rental period, which shall continue until all Units have been sold to parties unrelated to the Declarant; and (d) such other signs and in such other locations as may be approved by the Board from time to time.

(j) **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.

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

(l) **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.

(m) **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 Elements. Notwithstanding the foregoing, 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 Elements except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals on the Common Elements shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to prohibit pets entirely, the right to place limitations on the size, number and type of such pets, and the right to levy fines and enforcement charges 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.

(n) **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 Elements 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 limitations. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner is required, at the following times, to provide the Association (by delivery to the office of the Association or to any member of the Board) written notice of the name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit and the name, business address and business telephone number of any person who manages the Owner's Unit as an agent of that Owner:

(i) within thirty (30) days after the Unit Owner accepts delivery of a deed to a Unit;

(ii) within thirty (30) days after a change in any of the above-described information; and

(iii) at any time that the Board requests verification or updating of the above-described information.

Each Unit Owner shall provide to a purchaser of that owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations in such Owner's possession.

(o) **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.

(p) **Architectural Control.** Except for improvements constructed by the Declarant, or as specifically permitted herein, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, 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. The Board may condition such approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owners successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary.

(q) **Arbitration.** In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated by the Board, 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.

(r) **Sexual Predators.** No Unit, or any portion thereof, may be occupied for any purpose or for any period of time by any person who is classified, labeled or otherwise designated under applicable sections of the Ohio Revised Code, as amended from time to time, as a "sexual predator" (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code); provided, however, that the foregoing prohibition is not intended to, nor shall it be interpreted to, create a duty on behalf of any Unit Owner or Occupant to inquire about, or take any affirmative action to determine, the status of any tenant, Occupant, guest, invitee or contractor as a "sexual predator". Any occupancy of any portion of a Unit by a "sexual predator" shall constitute a noxious and/or offensive activity for the purposes of subsection (f) of this Section.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

There are fifty seven (57) Units as part of the Condominium. The Units are situated in one building that has concrete foundations; cast in place structural supports, floors and columns; metal stud frame walls; exteriors comprised of brick, stone and EIFS; aluminum-frame windows; aluminum gutters and downspouts; and a flat membrane roof with aluminum trim and metal accents. The Units are located as shown on the Drawings, and have direct access to a publicly dedicated right-of-way or to the Common Elements which have direct access to a publicly dedicated right-of-way.

ARTICLE V

UNITS

Section 1. **Unit Designations.** The Units are designated on the Drawings by a number which corresponds to the numerical portion of the Unit's street address. The table which follows sets forth: the Unit number; the approximate area in square feet of each Unit which is part of the Condominium (computed on a gross basis measured from the exterior of exterior walls to the center line of common demising walls, including terraces, including exterior limited common elements for first floor units that have such spaces, and including rooftop limited common elements for Units 601 and 602); the par value assigned to each Unit; and each Unit's undivided interest in the Common Elements stated as a percentage:

Unit Number	Approximate Gross Unit Area (square feet)	Par Value	Undivided Interest in Common Elements (stated as a %)
101	748	1.109	1.109
102	993	1.291	1.291
103	933	1.244	1.244
104	1,949	2.084	2.084
105	2,108	2.185	2.185
106	2,195	2.353	2.353
107	2,208	2.487	2.487
108	2,128	2.521	2.521
109	952	1.210	1.210
110	991	1.244	1.244
111	1,043	1.176	1.176
201	1,104	1.412	1.412
202	993	1.324	1.324
203	933	1.277	1.277
204	1,300	2.050	2.050
205	1,576	2.084	2.084
206	1,685	2.252	2.252
207	1,776	2.353	2.353
208	1,339	1.983	1.983
209	957	1.244	1.244
210	991	1.291	1.291
211	1,043	1.277	1.277
301	1,104	1.506	1.506
302	993	1.365	1.365

Unit Number	Approximate Gross Unit Area (square feet)	Par Value	Undivided Interest in Common Elements (stated as a %)
303	933	1.311	1.311
304	1,317	2.010	2.010
305	1,584	1.983	1.983
306	1,692	2.084	2.084
307	1,784	2.117	2.117
308	1,351	1.983	1.983
309	957	1.277	1.277
310	991	1.324	1.324
311	1,043	1.311	1.311
401	1,104	1.539	1.539
402	993	1.398	1.398
403	933	1.344	1.344
404	1,317	2.043	2.043
405	1,584	2.016	2.017
406	1,692	2.117	2.117
407	1,784	2.151	2.151
408	1,351	2.016	2.017
409	957	1.311	1.311
410	991	1.365	1.365
411	1,043	1.344	1.344
501	1,104	1.512	1.512
502	993	1.432	1.432
503	933	1.378	1.378
504	1,317	2.077	2.077
505	1,584	2.050	2.050
506	2,364	2.554	2.554
507	2,547	2.621	2.621
508	1,351	2.050	2.050
509	957	1.344	1.344
510	1,733	2.009	2.010
511	1,754	2.009	2.010
601	1,423	2.655	2.655
602	967	1.943	1.943
		Total	100.000

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 interior surfaces of the most interior structural members of the Unit's perimeter walls, floors and ceilings, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space. In the case of units having a terrace, the terrace will be included in the unit, with the perimeter wall of the unit being an imaginary plane extending from the floor to the ceiling at the exterior edge of the terrace (being the exterior face of the half-wall which encloses the terrace, although, as explained below, the half-wall itself shall not be part of the Unit). Without limiting the generality of the foregoing, each Unit shall include:

(i) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, carpet, hardwood, and other finishing material applied to floors, ceilings, and interior and perimeter walls and carpets, and the drywall, paneling and other finishing material attached to the perimeter walls;

(ii) all windows, screens and doors, including storm doors and windows, if any, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefor;

(iii) 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, furnaces and air-conditioning

units, and components thereof, if any, (even if located outside of the bounds of the Unit), serving only that Unit;

(iv) 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;

(v) all interior walls, that are not necessary for support of the structure, and all components thereof and all space encompassed thereby; and

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

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

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

(xx) half-walls which partially enclose terraces; and

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

(b) **Unit Sizes; Locations and Components.** The locations of the Units are set forth on the Drawings. The Developer reserves the right to modify interior features.

Section 3. **Relocation of Boundaries of Units and Limited Common Elements.**

The boundaries between adjoining Units and appurtenant Limited Common Elements may NOT be relocated and the undivided interests in the Common Elements appurtenant to those Units may NOT be reallocated pursuant to the procedures set forth in Section 5311.031 of the Condominium Act.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

Section 1. **Common Elements - 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 Elements.

Except for easements and rights for maintaining sales and marketing facilities and for repairing and completing improvements in the Condominium, and except in its capacity as a Unit owner of unsold Units, the Declarant shall not retain any interest in, or have any other right to, any portion of the Common Elements.

Section 2. **Limited Common Elements - Description.** Those portions of the Common Elements that are labeled or designated "LCE" or "Limited Common Elements" on the Drawings, are Limited Common Elements. In the case of each Unit, the Limited Common Elements appurtenant to that Unit consist of the following, whether or not they are labeled as such on the Drawings: for first floor Units, the unimproved exterior walk-out garden area which is accessible only from the respective Unit; for Units 601 and 602, the unimproved area of the roof and the airspace above which is labeled as a Limited Common Element on the Drawings and which is directly accessible from that Unit and no other Unit; and the storage and/or parking space(s) listed as appurtenant to the respective Unit on **Exhibit E** attached hereto and incorporated herein by this reference. All such Limited Common Elements are reserved for the exclusive use of the owners and Occupants of the Unit(s) designated to be served by the same. Any and all improvements constructed by the Declarant within the Limited Common Elements appurtenant to the first floor Units and to Units 601 and 602 shall NOT be Limited Common Elements. Rather, such improvements shall constitute improvements made by the Unit Owner pursuant to Section 5 of this Article and shall be maintained and insured by the Unit Owner.

Section 3. **Undivided Interest.** The undivided interest in the Common Elements of the Unit is reflected in the table in Section I of Article V, and is based upon each Unit's relative par value, which is also reflected in the table in Section I of Article V. The Common Elements 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 Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains. Any attempted conveyance, encumbrance, judicial sale or other transfer of a Unit Owner's fee interest in Common Elements will be void unless the Unit to which such interest is allocated is also transferred.

Section 4. **Limited Common Elements - Reallocation**

Notwithstanding any provision in this Declaration to the contrary, to the extent not prohibited by Ohio Law, rights to the use of Limited Common Elements may be reallocated between or among Units by an amendment to the Declaration pursuant to the following procedures:

(a) The Owners of the affected Units shall prepare and execute at their expense an amendment to the Declaration that identifies the affected Units and specifies the reallocated rights to the affected limited Common Elements.

(b) The Owners of the affected Units shall submit to the Board of directors of the Unit Owners Association the amendment, accompanied by the written consents of the Owners of all affected Units and the holders of all liens on those Units except liens for real estate taxes and assessments not due and payable.

(c) At the expense of the Owners of the affected Units, the Unit Owners Association shall record the submitted amendment to the Declaration.

Section 5. **Construction of improvements in Common and Limited Common Elements.**

Notwithstanding any provision in this Declaration to the contrary, to the extent not prohibited by Ohio Law and subject to such rules as the Board may adopt, the Board may authorize the use of Limited Common Elements appurtenant to a particular Unit to be used by the used for the construction of open, unenclosed patios, hedges, decks, fences, sod, landscaping or similar improvements provided that:

(a) All requirements of subsections (e) and (p) of Article III, Section 2, above, are complied with;

(b) All such improvements are insured and maintained by the owner of the Unit to which such Limited Common Elements are appurtenant; and

(c) Such obligations to insure and maintain are memorialized in an agreement prepared at the direction of the Board (but at the expense of the requesting Unit Owner) and recorded in the chain of title to the Unit so that all successors in title shall have notice that the insurance and maintenance of such improvements are not the responsibility of the Association.

All such improvements constructed by the Declarant within the Limited Common Elements, including, without limitation, sod or grass seed, are hereby (i) deemed authorized by the Board; (ii) deemed to comply with all requirements of Subsections (e) and (p) of Article III, Section 2, above; and (iii) declared to be the insurance and maintenance obligation of the relevant Unit Owner whether or not an agreement detailing the same has been recorded in the chain of title to the Unit.

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-simple 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 simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 4. **Board of Directors.** The Board initially shall be those three (3) persons named as the initial Directors 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 sixty (60) days after Units to which 25% of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet and a new Board will be elected with the Unit Owners other than Declarant having the right to elect one (1) of the three (3) new Directors and the Declarant retaining the right to appoint the remaining two (2) Directors. These three (3) Directors shall serve until the meeting described in the next paragraph.

Within sixty (60) days after the earlier of (a) three (3) 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 Elements appertain, the Association shall meet and from and after that date the Board shall consist of five (5) Directors. At that meeting, a new Board will be elected (at which time control of the Association shall be considered to be "turned over to the Unit Owners") and all Unit Owners, including the Declarant, shall elect the five (5) new Directors. The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers. The terms of the five (5) Board members shall be staggered so that the terms of at least one-third (1/3) of the Directors will expire and successors be elected at each annual meeting of the Association (i.e., the terms of two (2) of the Board members will expire and their successors will be elected at two out of every three consecutive annual meetings of the Association, with the term of only one (1) of the Board members expiring every third year). Thereafter, at such annual meetings, successors to the Board members whose terms then expire will be elected to serve three-year terms.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors.

Section 5. **Authority.** The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements 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, including, without limitation:

(a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the board determines are necessary or desirable in the management of the Condominium Property and the Association;

(b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;

(c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;

(e) Adopt rules that regulate (i) the use or occupancy of Units, (ii) the use or occupancy of Exclusive Use Areas, and (iii) the maintenance, repair, replacement, modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

(f) Cause additional improvements to be made as part of the Common Elements;

(g) Purchase, encumber, and convey Units, and, subject to the requirements of Section 3 of Article XVII of this Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are common expenses.

(h) Acquire, encumber, and convey or otherwise transfer personal property;

(i) Hold in the name of the unit owners association the real property and personal property acquired pursuant to subsections (g) and (h) of this section;

(j) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(k) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(l) Impose interest and late charges for the late payment of assessments and impose returned check charges;

(m) Promulgate and, pursuant to division (C) of this section 6 of Article VII, impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements or other property;

(n) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(o) Impose reasonable charges for preparing, recording, or copying amendments to the declaration, resale certificates, or statements of unpaid assessments;

(p) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;

(q) To borrow funds, as needed, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan including, without limitation, the pledge or assignment of the Association's right to future income and the Association's right to levy assessments upon the members;

(r) Suspend the voting privileges and use of recreational facilities, and/or suspend or terminate the designation for exclusive use of Exclusive Use Areas of a Unit Owner or the Occupants of a Unit the Owners of which are delinquent in the payment of assessments for more than thirty (30) days;

(s) Purchase insurance and fidelity bonds required by this Declaration, the Bylaws, or by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium, or such other insurance and fidelity bonds as the directors consider appropriate or necessary;

(t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

(u) Exercise powers that are:

(i) Conferred by this Declaration or the Bylaws, or the law of the State of Ohio;

(ii) Necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation;

(iii) Permitted to be exercised in Ohio by a not-for-profit corporation;

(iv) Necessary and proper for the government and operation of the Association;

(v) Administer the Parking Easement, including, without limitation:

(i) Collect the parking fees due and owing under the Parking Easement from the Unit Owners of Units to which one or more parking spaces is assigned as a Limited Common Element by special individual Unit assessment pursuant to Section 3(C) of Article XV hereof; provided, however, that, notwithstanding anything in Section 6(c) of the Parking Easement to the contrary, in no event shall the Association assess against any Unit Owner a parking fee in excess of the Easement Fee (as defined in the Parking Easement) on a per parking space basis;

(ii) Collect from the Unit Owners to which one or more parking spaces is assigned as a Limited Common Element, on a pro rata basis and as a special individual Unit assessment, any and all costs incurred by the Association, above and beyond the Easement Fee, in administering the rights and obligations of the "Developer" under the Parking Easement.

(iii) Pay the parking fees due and owing under the Parking Easement to the grantor thereof; and

(iv) Otherwise act in the capacity as the "Developer" as that term is used within the Parking Easement; provided, however, that the Association shall have no right under Section 6(a) of the Parking Easement to allocate any of the parking spaces due to the assignment hereunder of the parking spaces a Limited Common Elements, as such Limited Common Elements are reallocated from time to time by the relevant Unit Owners;

(w) Contract with Unit Owners to provide for the mowing of any grass placed by the Unit Owner within the walk-out Limited Common Element appurtenant to his or her Unit, the cost of which shall be collectable by special individual Unit assessment pursuant to Section 3(C) of Article XV hereof.

Section 6. **Procedures for Enforcement of Violations.**

(a) **Notice.** Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Board shall give the Owners of the Unit written notice containing:

(i) a description of the property damaged or the violation;

(ii) The amount of the proposed charge or assessment;

(iii) A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(iv) A statement setting forth the procedures to request a hearing pursuant to subsection 6(b) of this Article; and

(v) A reasonable date by which the Unit Owners must cure the violation to avoid the proposed charge or assessment.

(b) **Hearing.** A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth (10^{th}) day after receiving the notice provided in Subsection 6(a) of this Article. If the Unit Owners fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice provided in Subsection 6(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven days prior to the hearing, provide the Unit Owners with a written notice of the date, time and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owners.

(c) **Manner of Notice.** Any notice required under this Section to be served:

(i) upon the Unit Owners shall be delivered personally to the Owners or Occupants at the Unit, or mailed (by certified mail, return receipt requested) to the Owners at the address of the Unit, provided that if the Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owners at such alternative address.

(ii) upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

Section 7. **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, as defined by an institutional first mortgagee or agency or organization which purchases or insures first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts 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, provided that any management contract entered into prior to the meeting at which control of the Association has been turned over to the Unit Owners (as provided in Section 4 of Article VII of this Declaration) may be terminated by the Board, without cause and without penalty, at any time after control of the Association has been turned over to the Unit Owners.

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 and the prior written consent of Unit Owners entitled to exercise not less than 67% of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant). Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders, may require the Association to employ professional management. Eligible holders of first mortgages on at least 51% of units subject to such mortgages held by eligible holders, may require the Association to perform and supply an audit of the Association's financial records.

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, is:

William L. Shelby
100 East Broad Street
Suite 2200
Columbus, Ohio 43215

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.** To the extent that the Board, in the exercise of its duty to use ordinary care and prudence in the management of the property and financial affairs of the Condominium, allocates funds therefor, the Association shall maintain and repair the Common Elements, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, driveways and all buildings which are a part of the Common Elements (save and except for shrubs, trees or other landscaping installed by Unit Owners in Limited Common Elements), and, provided, however, that the Association shall not be required to provide cleaning or housekeeping with respect to Limited Common Elements. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to common elements, that exceed the time periods for the Declarant's warranty under §5311.25(E)(1) and (2) of the Ohio Revised Code.

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 cleaning and housekeeping with respect to the Limited Common Elements appurtenant to that Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor; maintaining in good condition all landscaping installed by the Unit Owners in the Limited Common Elements; and cleaning and housekeeping of the interior of the Limited Common Elements and any improvements therein. Additionally, Any first floor Unit Owner who installs sod in his or her walk-out garden Limited Common Element shall be required to periodically mow the grass to maintain a clean and orderly appearance. It is the respective Unit Owner's obligation to contract for such mowing services, or provide such service himself or herself. 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 Elements or Limited Common Elements 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, then in any such event, the Association may perform such repair or maintenance and, to the extent that the cost is not covered by insurance proceeds collected by the Association, the costs not recovered by the Association 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. Notwithstanding anything in this Declaration to the contrary, and except in the event of an emergency, the Association shall not have the right to perform any necessary maintenance and/or to make any necessary repairs, replacements, improvements or additions in or to a Unit which is otherwise the responsibility hereunder of the Unit Owner unless the Unit Owner fails to complete the same following at least ten (10) day's written notice from the Association of the need to do so.

ARTICLE X

UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or sub-metered or separately charged by the utility company or the Association to that Unit. The Association shall have the right and authority to sub-meter any utilities which are master-metered to the Condominium as a whole, including, without limitation, the right to contract with a third party or parties for the purpose of monitoring and administering the sub-meters, and for invoicing costs and fees associated with the sub-metered utility or utilities and the cost of sub-metering such utilities. The costs of any such sub-metered utilities shall constitute a special individual Unit assessment pursuant to Section 3(C) of Article XV hereof. In the event any utility service is not separately metered or sub-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 Common Elements and common property of the Association against loss or damage by fire, lightning and other such hazards as are ordinarily insured against under the standard Special Extended Coverage form, 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 one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer, with guaranteed replacement cost endorsement or replacement cost endorsement, and if there is a co-insurance provision, with agreed amount endorsement, and with a deductible not greater than the lesser of $10,000 or 1% of the face amount of the policy. This insurance:

(a) may provide coverage for improvements, alterations, fixtures and equipment located within Units; interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units; and any other items of personal property for which coverage is required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

(b) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, or any designee of the foregoing, and that any assessment under such policy made against others may not become a lien on a unit and its appurtenant interests superior to a first mortgage. The carrier's charter, Bylaws or policy may not make loss payments contingent upon action by the carrier's board of directors, policyholders or members, nor may the policy include any limiting clause (other than insurance conditions) which could prevent any unit owner or holder, insurer or guarantor of a first mortgage on a unit, from collecting insurance proceeds.

(c) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A/VIII, or better, as determined by the then latest edition of *Best's Insurance Reports*, or its successor guide, or comparable rating by a nationally recognized rating agency, or such higher rating as may, from time to time, be required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium; or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has an A/VIII or comparable rating, or better rating;

(d) shall provide that its coverage is primary (even if a Unit Owner has other insurance that covers the same loss) and be written in the name of the Association (with the Association being a named insured and loss payee) for the use and benefit of the individual Unit Owners and their mortgage holders, or its authorized representative,

including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners and their mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be the beneficiaries of the policy in, proportion to the undivided interest in Common Elements appurtenant to each respective Unit.

(e) shall contain or have attached the insurance industry's standard mortgagee clause (without contribution) commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor or servicer (or their respective successors and assigns) of first mortgages on Units, which must provide that the insurance carrier shall notify the Association and all Holders of First Mortgages named at least ten (10) days in advance of the effective date of any reduction in, cancellation or lapse of, or substantial change in the policy, and which standard mortgagee clause must further be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgagee;

(f) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners, and the rights of the various parties to collect pursuant to such insurance shall not be prejudiced by the acts or failure to act of any Unit Owner, Director or Officer of the Association, or any person under the control of the Association; and

(g) shall contain provisions recognizing any Insurance Trust Agreement and such other endorsements and meet such other requirements as are standard for similar projects in the area, including, without limitation and where available without excessive cost, inflation guard endorsement, building ordinance and law endorsement, and boiler and machinery endorsements, if applicable, (at not less than the lesser of $2,000,000 or the insurable value of the building(s) housing the boiler or machinery, per accident, per location, and such other endorsements as are, from time to time, required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

The cost of this insurance shall be a common expense, payable by the Association. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request.

Section 2. **Liability Insurance.** The Association shall obtain and maintain a comprehensive commercial general liability insurance policy, written on a per-occurrence basis, covering all of the Common Elements and any other areas under the Association's supervision, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) one million dollars, ($1,000,000), for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall have the insurance industry's standard mortgagee clause, 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 and shall include such additional coverages commonly required by private mortgage investors for developments similar in construction, location and uses including, without limitation, contractual liability, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and arising out of lawsuits related to employment contracts of the Association, and such additional coverages as are required by The Mortgage Corporation, Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least 10 days' prior written notice to the Association, any named mortgagee, and to each holder of a first mortgage lien upon any Unit.

Section 3. **Fidelity Coverage.** The Board shall, to the extent such coverage is available, obtain and maintain fidelity coverage for the Association and shall require professional

management to carry such insurance, against dishonest or fraudulent acts on the part of the officers, directors, trustees and employees of the Association and all agents or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of: (i) the maximum funds (including reserves) that will be in the custody of the Association or its agent at any time; or (ii) the sum of three months worth of assessments plus the Association's reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for not-payment of premium) without at least 10 days' prior written notice to the Association, any insurance trustee, and any holder, insurer, guarantor or servicer on behalf of any holder of any mortgage on a Unit who requires such rights. Any managing agent that handles funds for the Association shall be required to obtain its own fidelity bond providing similar coverage.

Section 4. **Other Association Insurance.** In addition, the Board may purchase and maintain such other insurance as the Board may determine, or as may be required by law [including, without limitation, workers' compensation, flood insurance (if any portion of the improvements in the Condominium Property are in a Special Flood Hazard Area), and similar insurance where applicable] or required by The Mortgage Corporation, Federal National Mortgage Association, the Department of Housing and Urban Development, the Veteran's Administration, or any similar holder, insurer or guarantor of first mortgage loans on Units in the Condominium. All insurance shall be obtained from generally acceptable insurance carriers, and the premiums for all such insurance described in sections 1 through 4 of this Article X1, obtained by the Association, shall be paid by the Association as a Common Expense.

Section 5. **Insurance Representative; Power of Attorney.** Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy and to perform such other functions as are necessary to accomplish this purpose. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 6. **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 Directors, and all other Unit Owners and Occupants.

Section 7. **Sufficient Insurance.** In the event the improvements forming a part of the Common Elements 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 8. **Insufficient Insurance.** In the event the improvements forming a part of the Common Elements 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 Elements 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 Elements. 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 9. **Compliance with Institutional Requirements.** Notwithstanding any provision to the contrary contained herein, the Association shall maintain such insurance coverage as is required to be obtained by any national, institutional holder, purchaser, guarantor, insurer or servicer of a first mortgage secured by a Unit in the Condominium.

ARTICLE XII

RESTORATION OF DAMAGE OR DESTRUCTION

Section 1. **Obligation to Restore.** In the event of damage to or destruction of all or any part of a building, structures or fixtures constituting a part of the Condominium Property, or the taking all or any part of a building, structures or fixtures constituting a part of the Condominium Property in any condemnation or eminent domain proceeding, the Association shall promptly restore or replace the same, unless an election is made in accordance with the requirements of this Article, not to do so.

Section 2. **Election not to Restore.** The Association may, with the consent (obtained within sixty (60) days after such damage, destruction or taking) of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit) 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, destruction or taking. In the event of such election not to repair or restore such damage, destruction or taking, the Condominium Property shall either be sold as upon partition (and the Condominium regime terminated and dissolved) pursuant to subsection (a) of this section, or the Association shall distribute the proceeds among the Owners (and their mortgagees and other lien holders) pursuant to subsection (b) of this section, in proportion to the damage done to their interests by the failure of such damage, destruction or taking to be repaired or restored.

(a) **Dissolution of Condominium and Partition Sale.** Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, Owners of Units exercising a majority of the voting power of the Unit Owners may bring an action in partition for the sale of the entire Condominium Property, in which event the

net proceeds of such sale, along with the net proceeds of insurance and any other indemnity arising because of the damage or destruction, shall be distributed among all Unit Owners in proportion to the undivided interests in the common elements appurtenant to their respective Units. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

(b) **No Partition Sale/Dissolution.** Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, if the Unit Owners do not elect to bring an action in partition pursuant to Section 2(a) of this Article, the net proceeds of insurance or awards paid by reason of such damage or destruction or such taking shall [after payment to damaged Unit Owners in accordance with the balance of this subsection (b)] be added to the Association's reserves, to be used by the Association for future capital improvements, repair or replacements.

In the event that part of the buildings, structures and fixtures not restored or replaced are part of one or more Units, then there shall be allocated and disbursed from the insurance and condemnation proceeds and awards, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, either:

(i) such amount as would be required for the Unit Owner to restore or repair such damage or taking, if the repair or restoration would return the Unit to tenantable condition equal to the size and condition thereof existing immediately prior to such damage, destruction or taking. [No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.]; or

(ii) if such restoration is not possible, an amount equal to the fair market value of the Unit immediately prior to such damage, destruction or taking. In the later event, upon such distribution, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the un-restored Unit including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (x) the voting right of that Unit will be allocated among all other Units in proportion to their respective voting powers in the Association, and (y) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

ARTICLE XIII

CONDEMNATION

Section 1. **Standing.** Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle the loss with the condemning authority and to receive the award or proceeds of settlement, in trust, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential loss, that Unit Owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization

of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. **Use of Proceeds.** The award or proceeds of settlement in any such proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the Eligible Holders of First Mortgage 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. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and distributed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

Section 3. **Power of Attorney.** Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

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 Elements and a right and easement for access to and from his, her or its Unit, and a right and easement for utilities serving that 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 Elements, provided that no such rule or regulation shall limit or prohibit the right to utility services or the right of ingress and egress to a Unit, or any part thereof, or to that Unit's Limited Common Elements. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Elements and to ingress to 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 necessary entry and access to, over, upon and through all of the

Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Unit Owners or Occupants of a Unit no less than 24-hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 3. **Easements for Encroachments.** Each Unit and the Common Elements shall be subject to easements for encroachments by any other Unit or the Common Elements 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. Additionally, each Unit Owner shall have a permanent easement and right for the benefit of his or her respective Unit or Units to penetrate the Common Elements which separate adjacent Units (adjacent horizontally or vertically) for the sole purposes of constructing and installing openings and/or stairways to connect such Units in order to facilitate the use of adjacent Units as one space, provided that such construction and installation does not in any way impair the structural integrity of the Condominium Property, and provided that all relevant procedures set forth herein, in the Bylaws and/or the rules and regulations promulgated by the Board, are followed.

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 and Operation of the Condominium Property.** 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, communication lines, 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 company and/or contractors permission to construct and maintain the necessary poles and equipment, wires, circuits, conduits and other appurtenances and improvements on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits, conduits, appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility or other 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. Additionally, to the extent that such grant does not unreasonably interfere with the use and enjoyment of the Condominium Property, the Association shall have the authority, on behalf of the Association and the Unit Owners, to grant permits, leases, easements, licenses and concessions on, above, over, across and under the Common Elements for utilities, roads and other purposes necessary, in the sole opinion of the Board, for the proper operation of the Condominium.

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 Elements in the performance of their duties.

Section 7. **Easements Reserved to Declarant.** Non-exclusive easements are hereby reserved to the Declarant, its successors and assigns, over and upon the Common Elements (a) for a three-year period of time from the date of the filing of this Declaration, for access for and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) until the Declarant has sold all Units, to maintain one or more Units for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs. Such easements described in

this paragraph are subject to the Declarant's obligation to restore any areas or improvements damaged by the Declarant's use of such easements.

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

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

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

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

Section 3. **Elements-Apportionment: Due Dates.**

(a) **Annual Operating Assessments.**

(i) At such time prior to the closing by Declarant of the sale of the first Unit, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall adopt a budget and estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Elements, 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 working capital reserve fund in an amount not less than two months' estimated common expenses for each unit, to assure availability of funds for normal operations of the Association. (The initial contribution to such working capital fund shall be collected at the closing of each unit, but no later than the date control of the Association is transferred to the Unit Owners, as provided in Section 4 of Article VII, and such initial amounts paid into this fund shall not be considered as advance payments of regular assessments. Such initial contribution shall be completed at the time that the election of all Directors is turned over to the Association, and such funds shall be placed by the Directors in a segregated fund. Prior to such date, such funds may not be used to defray expenses, reserve contributions, construction costs, or to make up budget deficits);

E. an amount deemed adequate by the Board, but no less than ten percent (10%) of the aggregate of all other line items of the annual budget (unless such reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association) to maintain a reserve for the cost of unexpected repairs and replacements and periodic maintenance, repair and replacement of improvements and for the repair and replacement of major capital items in the normal course of operations without the necessity of special assessments, and for the funding of insurance deductibles in the event of casualty loss; 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; provided, however, that this estimate of costs shall not include the Easement Fees or other costs incurred to administer the Parking Easement, which shall constitute special individual Unit assessments under sub-Section (c) of this Section 3.

(ii) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated such that (A) the cost of (I) the administration, operation, maintenance, repair and replacement of security, telecommunications, rubbish removal, roads, entrances, recreation facilities, landscaping and grounds care, and (II) legal, accounting and management expenses will be shared by the Unit Owners on an equal basis, and (B) all other common expenses will be shared in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(iii) The annual operating assessment shall be payable in advance, in equal monthly installments (or less frequent basis, as determined by the Board), 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 pro-rata share of the annual operating assessment for that Unit.

(iv) 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.

(v) 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 deemed to be retained by the Board 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.**

(i) 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 Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required by governmental regulation or to correct any deficiency or defect creating a safety or health hazard) shall not be constructed nor funds assessed therefor, if the cost thereof in any twelve consecutive month period would exceed an amount equal to five percent of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant) 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.

(ii) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Elements, 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 maintenance or of making repairs which are the responsibility of a Unit Owner; the cost of insurance premiums separately billed to a Unit Owner; the cost of cleaning debris from and the housekeeping of the Unit's Limited Common Elements where, in the opinion of the Board, the owner has allowed the same to become unsightly; the cost of mowing grass within Limited Common Elements at the request of, or by contract with the Unit Owner; fees attributable the Unit pursuant to the Parking Easement including, without limitation, Easement Fees on a per parking space basis; penalties and charges imposed pursuant to Rules and Regulations of the Board for violations of the Declaration, Bylaws and Rules and Regulations; and a Unit Owner's enforcement and arbitration charges including, without limitation, the costs and attorneys' fees involved in bringing actions to enforce the terms of the Declaration, Bylaws, Rules and Regulations). In the event that the Association sub-meters any master-metered utilities, then any and all charges invoiced to the relevant Unit Owner for the sub-metered utility, whether invoiced by the Association or by any contractor of the Association, shall constitute a special individual Unit assessment against the Unit to reimburse the Association for the Unit's share of the master-metered utility. 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 Elements 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 Assessments.** 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 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) **Interest, fees and costs.** If any assessment, or any installment or portion of any assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance shall immediately, without notice or demand, become due and payable, and the Board, at its option, without notice or demand, may charge additional amounts for:

(i) reasonable, uniform administrative late fees as determined by the Board from time to time;

(ii) enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) the association incurs or estimates that it will incur in connection with the collection of the delinquency;

(iii) interest on the entire unpaid balance of assessments and costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time determine; and

(iv) any other charges authorized by the Declaration, Bylaws or the Rules and Regulations promulgated by the Board,

(collectively referred to herein as the "interest, fees and costs"), all to the extent not prohibited by Ohio law.

(b) **Application of Payments.** Payments made by a Unit Owner for assessments shall be applied:

first, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time have otherwise determined;

second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Unit;

third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the association in connection with the delinquency;

fourth, to the payment of delinquent installments or portions of assessments which remain unpaid.

(c) **Certificate of Lien.** Annual operating and both types of special assessments, together with interest, fees (including reasonable legal fees) 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, from the effective date thereof. At any time after an installment or portion 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, with interest, fees (including reasonable legal fees) and costs, may be filed with the recorder of county in which the Condominium Property is located, pursuant to authorization given by the Board. The certificate, and thereafter, renewal certificates as necessary to keep the lien in effect, 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 balance of the assessment with interest, fees (including reasonable legal fees) and costs, and shall be signed by the president or other chief officer of the Association.

(d) **Expiration of Lien.** The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien or renewal certificate 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) **Action to Discharge Lien.** 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 the county in which the Condominium Property is located for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) **Personal Obligation of Owners.** Each such assessment together with interest, fees 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, fees 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 obtain a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, fees and costs

shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) **Legal Actions.** In addition to the lien permitted by this Section, the Association, as authorized by the Board, may bring an action at law against the owner or owners personally obligated to pay the same, an action to foreclose a lien, or any other action permitted by law. 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 shall be entitled to the appointment of a receiver to collect rental. Rental collected by a receiver during the pendency of a foreclosure action shall be applied first to the payment of the portion of the common expenses chargeable to the Unit during the pendency of the foreclosure action. The Association shall be entitled to become a purchaser at any foreclosure sale.

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

Section 6. **Subordination of the Lien to First Mortgages.** The lien for delinquent assessments provided for herein shall be: (a) prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record; (b) subject and subordinate to the title of any holder of a first mortgage lien who takes title to the Unit pursuant to deed in lieu of foreclosure or other remedies in lieu of the foreclosure of its mortgage; and (c) subject and subordinate to the title of any purchaser at a foreclosure sale in which the Association has been joined and properly served as a party, provided that in each such event, the party taking title shall be 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 foreclosure sale.

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.

Section 8. **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 the obligation to pay common expenses attaching to such Units, from the date the Declaration is filed for record. If no assessments are charged to any Units, then the Declarant will, likewise, pay no assessments for Units owned by the Developer until such time that common expenses are first charged with respect to any Unit.

ARTICLE XVI

NOTICES TO MORTGAGEES

Any Eligible Holder of a First Mortgage shall have the right to inspect Association documents and records on the same terms as the members and shall be entitled to timely written notice, (delivered by certified or registered mail, return receipt requested), by the Association of:

1. any proposed amendment or change for which a required percentage of Eligible Holders of First Mortgages must consent pursuant to the provisions of Article XVIII of this Declaration;

2. any proposed termination of the Condominium as a condominium regime (which notice must be given at least 30 days before any action is taken);

3. any condemnation, eminent domain proceeding, or casualty loss which may affect a material portion of the Condominium Property (including, without limitation, any such event resulting in losses greater than ten percent (10%) of the annual budget) or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

4. any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;

5. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

6. any decision by the Association to renew or rehabilitate the Condominium Property;

7. any decision by the Association to construct significant new capital improvements not replacing existing improvements;

8. times and places of Unit Owners' meetings;

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, insurer, guarantor or insurer where the default has not been cured in sixty (60) days;

10. any decision by the Association to establish self-management when professional management had been required previously by an Eligible Holder of a First Mortgage; and

11. any proposed action which requires the consent of a specified percentage of Eligible Holders of First Mortgages.

ARTICLE XVII

AMENDMENTS AND ACTIONS REQUIRING OWNER AND LENDER APPROVAL

Section 1. **Amendments requiring 100% of Owners and 75% of Lenders.** Except for amendments permitted pursuant to Article VI, Section 4, and except as otherwise provided herein, the written consent of all Unit Owners and the consent of Eligible Holders of First Mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgages appertain shall be required to effect any of the following amendments of any Condominium Organizational Documents:

(a) the boundaries of any Unit or the convertibility of units into Common Elements or *visa versa*;

(b) the construction of an addition to or an expansion of a unit into limited common elements or common elements;

(c) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto or the right to use Common Elements and Limited Common Elements;

(d) the number of votes in the Association appertaining to any Unit; or

(e) the fundamental purposes to which any Unit or the Common Elements are restricted.

Section 2. **Action requiring 90% of Owners and 67% of Lenders.** Except as otherwise provided herein, the prior written consent of Unit Owners exercising not less than ninety percent (90%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant, (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit), and the consent of Eligible Holders of First Mortgages on Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgages appertain shall be required to terminate the Condominium;

Section 3. **Action requiring 75% of Owners.** Except as otherwise provided herein, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, as well as the authorization of the Board, shall be required for the Association to purchase or sell real property that does not constitute a "Unit" in the Condominium. In the event that such transaction takes place prior to the date that the unit owners, other than the Declarant, assume control of the Association, such transaction shall require the approval of the Declarant, the authorization of the Board, and the approval of the Unit Owners other than the Declarant who exercise not less than seventy-five percent (75%) of the voting power of the Association. Expenses incurred in connection with the purchase or sale of real property shall constitute a "common expense."

Section 4. **Amendments requiring 75% of Owners and 51% of Lenders.** Except as otherwise provided herein, the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant), and the consent of Eligible Holders of First Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgages appertain, shall be required to effect any of the following amendments of any Condominium Organization Documents:

(a) a change to any of the provisions governing voting rights;

(b) a change to any of the provisions governing the increasing of assessments that raise the previously assessed amount by more than 25%;

(c) a change to any of the provisions governing assessment basis, assessment liens, or the priority of assessment liens;

(d) a change to any of the provisions governing reserves for maintenance, repair or replacement of Common Elements improvements;

(e) a change to any of the provisions governing maintenance obligations or the responsibility for maintenance and repairs;

(f) a change to any of the provisions governing: (a) the method of expansion or contraction of the project, or (b) the method of addition, annexation or withdrawal of land to or from the project;

(g) a change to any of the provisions governing hazard, fidelity or other insurance requirements;"

(h) a change to any of the provisions governing restrictions affecting the leasing of a unit;

(i) a change to any of the provisions governing restrictions affecting the sale of a unit;

(j) a change to any of the provisions governing the method of determining whether professional management shall be established or discontinued;

(k) a change to any of the provisions governing restoration or repair of improvements in the Condominium;

(l) a change to any of the provisions which provision is for the express benefit of mortgagees;

(m) a change to any of the provisions which affect the scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;

(n) a change to any of the provisions governing the rights of any specific class of members;

(o) a change to any of the provisions governing dissolution of the Association except pursuant to a consolidation or merger;

(p) a change to any of the provisions governing the conveyance of any or all of the Common Elements; or

(q) any other amendment to any of the Condominium Organizational Documents.

Section 5. **Action requiring 67% of Owners and 51% of Lenders.** Except as otherwise provided herein the consent of Unit Owners exercising not less than sixty-seven percent (67%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant), and the consent of Eligible Holders of First Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgages appertain shall be required to take any of the following actions:

(a) an increase in assessments that raise the previously assessed amount by more than 25%;

(b) a reduction in the reserves for maintenance, repair or replacement of Common Element improvements;

(c) the imposition of any new restrictions affecting the leasing of a unit;

(d) the imposition of any new restrictions affecting the sale of a unit;

(e) the decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;

(f) a substantial relaxation in the regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;

(g) a decision by the Association to establish self management if professional management has been required previously by the Condominium Organizational Documents or by an eligible mortgage lender, or by a majority vote of the members; {Note: this provision is inapplicable if the project consists of fewer than 50 units}

Section 6. **Amendments not requiring consent of Owners or Lenders.** Notwithstanding any provision in this Declaration to the contrary, the following amendments to the Declaration or Bylaws shall not require the consent of the Owners, lenders, mortgage insurer or mortgage guarantor:

(a) **Amendments by Declarant to Address Compliance and Other Issues.** The 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: (i) to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Department of Housing and Urban Development, 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 Mortgages is obtained; or (ii) to correct typographical errors or obvious factual errors the correction 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.

(b) **Amendments by Board Pursuant to Statutory Authority.** The Board may amend the Declaration in any manner necessary for any of the following:

(i) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;

(ii) To meet the requirements of insurance underwriters;

(iii) To bring the Declaration into compliance with Chapter 5311 of the Ohio Revised Code;

(iv) To correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; or

(v) To designate a successor to the person named to receive service of process for the Association.

Section 7. **Approval by Eligible Holders.** An Eligible Holder of a First Mortgage on a Unit who receives a written request to approve additions or amendments or actions who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives such written notice, (provided that notice was delivered by certified or registered mail, return receipt requested), shall be deemed to have approved such request.

Section 8. **Method to Amend.** An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Auditor and Recorder of the county in which the Condominium Property is located.

ARTICLE XVIII

MEMBERSHIP IN MASTER ASSOCIATION

The Unit Owners shall not be required to be a member of any not-for-profit organization that may provide facilities or recreation, education, or social services to owners of property other than Units.

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 Bylaws 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 day 23rd of November, 2005.

221 NORTH FRONT STREET, LLC

By: _____
William L. Shelby, Member

STATE OF OHIO
COUNTY OFFRANKLIN, SS:

This instrument was acknowledged before me by William L. Shelby, an authorized Member of 221 North Front Street, LLC, an Ohio limited liability company, the Declarant herein, on its behalf, this 23rd day of November, 2005.

_____
Notary Public

Exhibits

A Property Description
B Survey
C Architectural Drawings
D Bylaws
E Assignment of storage and parking spaces
F Depiction of parking spaces from Parking Easement

NOTARY PUBLIC STATE OF OHIO

J. THEODORE SMITH
ATTORNEY AT LAW
My commission has no expiration date.
Section 147.03 R.C.

This Document Drafted By:
J. Theodore Smith
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

CONSENT OF MORTGAGEE TO SUBMISSION OF PROPERTY TO CONDOMINIUM AND SUBORDINATION OF MORTGAGE TO DECLARATION

The undersigned, **The Huntington National Bank,** a national banking association, is the holder of (a) an Open-End Mortgage, Assignment of Rents and Security Agreement, recorded as Instrument Number 200405270122722 in the Recorder's Office of Franklin County, Ohio, and (b) an Open-End Mortgage, Assignment of Rents and Security Agreement, recorded as Instrument Number 200410070234669 in the Recorder's Office of Franklin County, Ohio, as amended by that certain an Open-End Mortgage, Assignment of Rents and Security Agreement (First Modification), recorded as Instrument Number 200508040156950 in the Recorder's Office of Franklin County, Ohio, ((a) and (b) collectively, the "Mortgages"), covering the Condominium Property as identified and defined in the foregoing Declaration of Eclextions Lofts Condominiums (the "Declaration"). The undersigned hereby (i) consents to the execution, filing, and recording of the Declaration and the drawings attached thereto, (ii) consents to the submission of the Condominium Property to the operation of Ohio Revised Code Chapter 5311, and (iii) except as otherwise provided in Section 6 of Article XV of the Declaration, subordinates the Mortgages to the operation and the terms and conditions of the Declaration.

Dated: ~~November~~ December 2, 2005

The Huntington National Bank, a national banking association

By: Bonnie Birath
Printed Name: Bonnie Birath
Title: Vice President

STATE OF OHIO)
COUNTY OF Franklin) ss:

This instrument was acknowledged before me this 2 day of ~~November~~ December, 2005, by Bonnie Birath, the Vice President of The Huntington National Bank, a national banking association, on behalf of the national banking association.

Michelle Roush
Notary Public

NOTARIAL SEAL STATE OF OHIO

MICHELLE L. ROUSH
Notary Public, State of Ohio
My Commission Expires 05-27-07

CONSENT OF MORTGAGEE TO SUBMISSION OF PROPERTY TO CONDOMINIUM AND SUBORDINATION OF MORTGAGE TO DECLARATION

The undersigned, **Capitol South Community Urban Redevelopment Corporation**, an Ohio corporation, is the holder of an Open-End Second Mortgage, Assignment Of Rents, Security Agreement And Fixture Filing, recorded as Instrument Number 200410070234670 in the Recorder's Office of Franklin County, Ohio (the "Second Mortgage"), covering the Condominium Property as identified and defined in the foregoing Declaration of Eclextions Lofts Condominiums (the "Declaration"). The undersigned hereby (i) consents to the execution, filing, and recording of the Declaration and the drawings attached thereto, (ii) consents to the submission of the Condominium Property to the operation of Ohio Revised Code Chapter 5311, and (iii) except as otherwise provided in Section 6 of Article XV of the Declaration, subordinates the Second Mortgage to the operation and the terms and conditions of the Declaration.

Dated: November 28, 2005

CAPITOL SOUTH COMMUNITY URBAN REDEVELOPMENT CORPORATION, an Ohio corporation

By: _____
Printed Name: JOHN C. ROSENBERGER
Title: EXECUTIVE DIRECTOR

STATE OF OHIO)
COUNTY OF FRANKLIN) ss:

This instrument was acknowledged before me this 28th day of November, 2005, by JOHN C. ROSENBERGER, the EXECUTIVE DIRECTOR of Capitol South Community Urban Redevelopment Corporation, an Ohio corporation, on behalf of the corporation.

NOTARIAL SEAL STATE OF OHIO

HILJA KONZE
Notary Public, State of Ohio
My Commission Expires 09-30-08

Hilja Konze
Notary Public

EXHIBIT A
Legal Description

Situated in the State of Ohio, County of Franklin, City of Columbus, being 0.062 acre of land all located within the right-of-way of Hickory Street as shown and delineated upon the recorded plat thereof, in Deed Book "F", Page 332 and Plat Book 3, Page 248, Recorder's Office, Franklin County, Ohio, being more particularly described as follows:

Beginning FOR REFERENCE at a cut "X" found at the intersection of the southerly right-of-way line of Hickory Street (33 feet in width) and the westerly right-of-way line of Front Street (82.5 feet in width), at the northeasterly corner of Inlot 147 of said plat, said cut "X" being located on the northeast corner of the existing building located on said Inlot; thence South 81°37'18" West, along said southerly right-of-way line, a distance of 19.50 feet to an iron pin set at the TRUE PLACE OF BEGINNING;

Thence South 81°37'18" West, continuing along said southerly right-of-way line, a distance of 138.37 feet to a drill hole set;

Thence through the right-of-way of Hickory Street the following courses:

1. North 07°04'46" West, a distance of 15.34 feet to a drill hole set;
2. North 82°55'14" East, a distance of 20.18 feet to a drill hole set;
3. North 70°33'45" East, a distance of 64.15 feet to an iron pin set;
4. With the arc of a non-tangent curve to the right, having a radius of 81.17 feet, a central angle of 43°10'24', an arc length of 61.16 feet, the chord of which bears South 75°08'29" East, a chord distance of 59.73 feet to an iron pin set;
5. South 08°22'42" East, a distance of 3.62 feet to the TRUE PLACE OF BEGINNING and containing 0.062 acre of land.

Bearings herein are based on North 71°16'12" East for the right-of-way of the Marconi-Front Connector as shown on the improvement plan for the City of Columbus (1275 DR. E).

This description was prepared by M·E Companies, Civil Engineering Group, based on information obtained from actual field surveys.

STATE OF OHIO
DAVID L. CHIESA
7740
REGISTERED SURVEYOR

M·E Companies, Inc.

By David L. Chiesa 11/17/05
David L. Chiesa P.S.
Registered Surveyor No. 7740

Together with the following:

Situated in the City of Columbus, County of Franklin and State of Ohio, and being more particularly described as follows:

Being all of Inlot Number 147 and the North half of Inlot Number 146 in said City of Columbus, Ohio, as the same are numbered and delineated upon the recorded plat thereof, of record in Deed Book F, Page 332 and Plat Book 3, Page 248, Recorder's Office, Franklin County, Ohio.

Together with the following

Easements, rights and other benefits contained in that certain Parking Easement Agreement dated May 25, 2004 and filed for record on May 27, 2004 as Instrument Number 200405270122721, as amended by that certain First Amendment To Parking Easement Agreement dated October 26th, 2005 and filed for record on November 7, 2005 as Instrument Number 200411070235944 in the Recorder's Office, Franklin County, Ohio.

EXHIBIT B
Survey
[See Plat Book Referenced on Cover Page]

EXHIBIT C
Architectural Drawings
[See Plat Book Referenced on Cover Page]

EXHIBIT D

BYLAWS (Code of Regulations) OF

ECLEXTION LOFTS CONDOMINIUMS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is Eclextion Lofts Condominiums 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 Eclextion Lofts Condominiums. 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 Directors of the Association shall be at such place in Franklin County, Ohio as the Board of Directors ("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 Eclextion Lofts Condominiums, ("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 the Declarant, or upon written request of Unit Owners other than the Declarant entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners other than the Declarant, 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 seven (7) 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 seven (7) 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. Where a special meeting is called to approve any of the actions listed in subparagraphs A or B of Article VII, Section 7 of the Declaration, not less than 25-days notice shall be required.

Section 5. **Quorum.** The presence at any duly called and noticed meeting, in person or by proxy, of owners entitled to cast at least twenty percent (20%) of the voting power of the members shall constitute a quorum for such meeting. Unit owners entitled to exercise a majority of the voting power of Unit owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at 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 DIRECTORS

Section 1. **Initial Directors.** The initial Directors shall be those three (3) persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. **Successor Directors.** The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these Bylaws. Except for Directors appointed by the Declarant, Directors shall be elected from among the Unit Owners or the spouses of Unit Owners. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.

Section 3. **Removal.** Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by the vote of Unit Owners holding at least 67% of the voting power of the Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director'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 Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. **Nomination.** Nominations for the election of Directors 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, and likewise, those receiving the largest number of votes shall be elected to the longest terms. 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 Director shall receive compensation for any

service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

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

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

Section 9. **Quorum.** The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors 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 Directors 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. **Conduct of Meetings**. Unless otherwise determined by the Board, meetings of the Board shall be open to all Unit Owners. The Board shall have the prerogative to close their meetings to all non-board members whenever the same is necessary or convenient to the efficient administration of the Board's affairs. A meeting of the Board may be held by any method of communication, including electronic or telephonic communication provided that each member of the Board can hear (in the case of telephonic) or view (in the case of other electronic methods), participate and respond to every other member of the Board.

Section 12. **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 Directors.

Section 13. **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 Elements;

(e) establish, enforce, levy and collect assessments as provided in the Declaration;

(f) adopt and publish rules and regulations:

(i) governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;

(ii) detailing the procedures for discharging the Association's responsibilities with regard to the administration of the Condominium Property;

(iii) governing any aspect of the Condominium Property that is not required by statute to be governed by the Declaration or Bylaws; and

(iv) establishing 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 Director shall be absent from three consecutive regular meetings of the Board;

(i) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and 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);

(j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan including, without limitation, the pledge of the Association's right to future income and to levy assessments upon the members; and

(l) 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 14. **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 and bonds as provided in the Declaration, and as the Board deems advisable;

(f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

(g) cause the restrictions created by the Declaration to be enforced; and

(h) 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. Only the President must be a Director. No other officer need even be a member of the Association. 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; and

(c) **Treasurer.** The treasurer shall assume responsibility for the receipt and deposit in such bank accounts and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by 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 Association shall maintain correct and complete books, records and financial statements of the Association, including, without limitation, its governing documents (current copies of the Declaration, Bylaws and Articles); current rules and regulations; names and addresses of the Unit Owners and their respective undivided interests in the Common Elements; actions (board resolutions, minutes of all meetings of members and the Board, etc.); documents

relating to its financial condition (all receipts and expenditures, budget, financial statements showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Unit Owners, etc.) and annual audited financial statements when such are prepared.

Any Unit Owner, duly authorized agent of any Unit Owner, duly authorized prospective purchaser, lender or the holder, insurer or guarantor of a first mortgages on a Unit, may examine and copy any of the foregoing books, records and financial statements during normal business hours pursuant to reasonable standards established in the Declaration, these Bylaws, or by rules and regulations promulgated by the Board, which may include, without limitation, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. Notwithstanding the foregoing, the Association shall not be required to permit the examination and copying of any of the following:

(1) information that pertains to Condominium Property-related personnel matters;

(2) communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

(3) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(4) information that relates to the enforcement of the Declaration, By-Laws, or rules and regulations of the Association against Unit Owners; or

(5) Information the disclosure of which is prohibited by state or federal law.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time (but no later than 120 days after the end of the Association's fiscal year following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

(1) to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners; and

(2) upon the request of a holder, insurer, or guarantor of any first mortgage on a Unit.

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 Bylaws shall be made only be 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 WITNESS WHEREOF, the undersigned, the sole incorporator of the Association, has caused these By-Laws to be duly adopted as of the 23rd day of November, 2005.

William L. Shelby, Sole Incorporator

EXHIBIT E

Assignment of Storage and Parking Spaces

Unit Number	Parking Space(s) Assinged as Limited Common Element[1]	Storage Space(s) Assinged as Limited Common Element[2]		Unit Number	Parking Space(s) Assinged as Limited Common Element[1]	Storage Space(s) Assinged as Limited Common Element[2]
101	1	S-24		401	32, 33	S-48
102	5	S-52		402	8, 9	S-18
103	2	S-33		403	6, 7	S-29
104	47, 60	S-15		404	52, 53	S-14
105	68, 69	S-13		405	50, 51	S-20
106	65, 66	S-16		406	79, 80	S-11
107	95, 96	S-40		407	45, 46	S-10
108	81, 82	S-01		408	41, 42	S-36
109	3	S-49		409	71, 72	S-26
110	4	S-53		410	20, 21	S-19
111	34	S-35		411	22, 23	S-34
201	28, 29	S-57		501	36, 37	S-46
202	87, 88	S-28		502	12, 13	S-56
203	61	S-55		503	10, 11	S-17
204	43, 44	S-04		504	77, 78	S-37
205	93, 94	S-03		505	91, 92	S-43
206	58, 59	S-12		506	97, 98	S-41
207	48, 49	S-39		507	99, 100	S-42
208	16, 17	S-44		508	39, 40	S-02
209	70	S-51		509	85, 86	S-25
210	74	S-30		510	75, 76	S-47
211	35	S-54		511	24, 25	S-22
301	30, 31	S-45		601	83, 84	S-09
302	26, 27	S-08		602	102, 103	S-07
303	38	S-27				
304	89, 90	S-38				
305	18, 19	S-06				
306	56, 57	S-23				
307	54, 55	S-05				
308	14, 15	S-21				
309	73	S-50				
310	63, 64	S-31				
311	62, 67	S-32				

1 - Parking space number corresponds to number assigned to space within Parking Easement, as located and depicted on Exhibit B to the Parking Easement. Pages 2 and 3 of the amended Parking Easement are attached as Exhibit F to the Declaration.

2 - Storage space number corresponds to number assigned to space as located and depicted on Exhibit B to the Declaration.

NOTE: Parking spaces 101, 104, and 105, as depicted on Exhibit F to the Declaration, are each an Exclusive use Area.

EXHIBIT F

Attached pages are Pages 2 and 3 of Exhibit B from Parking Easement
(see First Amendment of record in I.N. 2005110702359440)

Note: Parking spaces 101, 104 and 105, as depicted on Exhibit F to the Declaration, are each an Exclusive Use Area

Note: Parking spaces 101, 104 and 105, as depicted on Exhibit F to the Declaration, are each an Exclusive Use Area