Condo Plat 200608300172724

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08/30/2006 1:59PM BXALLEN KUEHN
Robert G. Montgomery
Franklin County Recorder

First Amendment to Declaration of Condominium and Drawings

(Expanding the Condominium)

for

The Brunson Condominium

Franklin County Auditor

By Jane Lenning, Deputy Auditor

This instrument prepared by

Kenton L. Kuehnle
Allen, Kuehnle & Stovall, LLP
21 West Broad Street
Columbus, Ohio 43215

TRANSFERRED

AUG 30 2006

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 174 PAGE 69-72

AMENDMENT TO DECLARATION

This Amendment to the Declaration of Condominium for The Brunson Condominium, ("the Condominium"), expanding and submitting additional property to the condominium is made as of this 23rd day of August, 2006.

Background

Brunson Building LLC, an Ohio limited liability company, ("Declarant"), is the owner in fee simple of all the real property hereinafter described and the improvements thereon and appurtenances thereto.

The Declarant has submitted certain property to the provisions of Section 5311 of the Ohio Revised Code by the filing of a Declaration of Condominium (the "Declaration") of The Brunson Condominium. The Declaration is recorded as Instrument Number 200508250174857, and the drawings are recorded in Condominium Plat Book 153, Pages 90-96, all of the Franklin County, Ohio Records.

The Declarant, pursuant to Article XVIII of the Declaration, reserved the right to expand the Condominium property by amending the Declaration to add the property (described in Exhibit C of the Declaration as the "Additional Property"), and improvements thereon and appurtenances thereto, to the original condominium. By this instrument, the Declarant is adding the property described in Exhibit A to this Amendment to the Condominium.

Declaration

Declarant, the sole owner of the Additional Property, hereby submits the portion of the Additional Property described on Exhibit A to this Amendment, to the provisions of Chapter 5311 of the Ohio Revised Code, and hereby amends the Declaration of Condominium as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms are defined in the Declaration.

2. Additional Property Added. A legal description of the property being added to the Condominium is attached hereto as "Exhibit A" and incorporated herein by this reference.

3. Name. The Condominium, as expended hereby, shall continue to be named "The Brunson Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvements Description. The property being added by this amendment consists of a 0.222-Acre tract of land, on which is situated a building with two levels of parking (one above grade and one below grade) and two levels of Residential Units (six on the second level above grade and six on the third level above grade) totaling twelve new, Residential Units.

6. Units.

a. Unit Designation. The Units added to the Condominium are designated on the drawings filed simultaneously herewith, by a unit number which is referenced on the drawings filed herewith. The Units added in this phase are designated as "Unit L-201" through "L-206" and "Unit L-301" through "L-306." A listing of the proper Unit designations for all Units in the Condominium is attached as Exhibit B. (Unit designations differ slightly from those initially set forth in the original declaration to comply with requirements of the City of Columbus, but square footages, par values and undivided interest in common elements are identical.)

b. Unit Composition. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor, and the unfinished interior surface of the ceiling, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space, all within the building as constructed or as reconstructed in substantial accordance with the original drawings. Without limiting the generality of the foregoing, each Unit shall include:

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

(2) 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;

(3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, furnaces and air-conditioning units, and components thereof, if any, (even if located outside of the bounds of the Unit), serving only that Unit;

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

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

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

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

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

(b) 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.

c. Unit Sizes; Locations and Components. The location of each part of each Unit and the number of rooms in each Unit are shown on the Drawings. The approximate size of each Unit's interior is set forth in Exhibit B. The Declarant reserves the right to modify interior features, rooms and overall space to accommodate buyer requests.

7. Common and Limited Common Elements.

a. 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 for access and utility service to the Additional Property, 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.

b. 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.

(1) Limited Common Elements Appurtenant to All Residential Units The elevated walkways are Limited Common Elements appurtenant to, and reserved for the exclusive use of, the Owners and Occupants of all Residential Units, and are delineated accordingly on the Drawings filed herewith.

(2) Limited Common Elements Appurtenant to Individual Residential Units The individual terraces within the Condominium Property are Limited Common Elements appurtenant to, and reserved for the exclusive use of, the Owners and Occupants of the specific Residential Units shown on the Drawings filed herewith as served by such elements. The storage areas and parking spaces are Limited Common Elements appurtenant to, and reserved for the exclusive use of, the Owners and Occupants of the Units to which such areas designated on the attached Exhibit D, are appurtenant.

c. Undivided Interest. The undivided interest in the Common Elements appurtenant to each Unit is shown on Exhibit B, and is allocated on the par value assigned to each unit, as shown on Exhibit B. 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.

8. Effects of Expansion. Upon the filing for record of this Amendment to the Declaration adding the property described in Exhibit A to the Condominium Property:

a. the property shall hereafter be subject to all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that property had been initially part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan shall run with and will and bind such property in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the original Condominium Property;

b. the owner or owners of Units within such property shall thereupon become members of the Condominium Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

c. in all other respects, all of the provisions of the Declaration shall include and apply to such property, and to the owners, mortgagees and lessees of Units thereon, with equal meaning and of like force and effect.

Drawings, as required by the Ohio Revised Code, are filed herewith showing the information required with respect to the property added by this amendment.

9. Grant of Additional Easement. In section 9 of Article XIV of the Declaration for The Brunson Condominium, reference is made to a certain "Master Easement Plan" dated July 14, 2003 and recorded on July 16, 2003 as Instrument Number 200307160218200 and rerecorded on October 8, 2003 as Instrument Number 200310080324227, all in the Franklin County Recorder's Office, which subjects the Condominium Property to easements granted in favor of the owners and future owners of the building located immediately west of the Condominium (the "Wall Street Property"), for ingress and egress in, through, under, over and across certain hallways located on the first floor and basement of the Condominium, and for the use of the elevators in the Condominium, for the purposes of hauling and moving materials and items to and from the basement of the adjoining building. The Declarant hereby grants to PJM Investments, LLC, as the owner of the property defined as the "Wall Street Property" in the Master Easement Plan, an easement over the 0.222-acre tract being added to the Condominium by this instrument, at the location shown on the drawings filed herewith, which area shall be considered as the "Expanded Easement Area", to be used by the current and future owners of the Wall Street Property for access, on the terms and subject to the conditions set forth in the Master Easement Plan. Notwithstanding the foregoing, this easement shall be terminated, and shall be of no further force or effect, if the Declarant and the Brunson Condominium Association fail to agree upon such additional terms and conditions as may be acceptable to the Declarant and Condominium Association, which shall be evidenced by the recording of an "Amendment to Master Easement Plan" signed by the Declarant and the Brunson Condominium Association. If no such Amendment is filed within six months of the date hereof, such expanded easement shall automatically terminate, provided that the Condominium Association may, at a later date, grant such expanded access easement rights to the owner of the Wall Street Property as the Board of Directors of the Association shall deem appropriate.

IN WITNESS WHEREOF, this amendment has been executed on behalf of the Declarant on this 23rd day of August 2006.

Brunson Building LLC, an Ohio limited liability company

By: Robert S Long
Robert S. Long, Managing Member

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Robert S. Long, the Managing Member of Brunson Building LLC, an Ohio limited liability company, the Declarant herein, on behalf of the Declarant, this 23rd day of August, 2006.

Mindi L. Keels
Notary Public



MINDI L. KEELS
Notary Public, State of Ohio
My Commission Expires 09-19-10

BRH Group, Inc.

August 29, 2006

**LEGAL DESCRIPTION FOR ADDITIONAL PROPERTY
CONTAINING 0.222 ACRES OUT OF
LOT 288 AS DELINEATED ON THE RECORD PLAT RECORDED IN DEED BOOK "F" PAGE 332, (RE-RECORDED IN PLAT BOOK 3, PAGE 248 AND PLAT BOOK 14 PAGE 27)
DEEDED TO BRUNSON BUILDING LLC
IN INSTRUMENT NUMBER 200403180059109
CITY OF COLUMBUS
COUNTY OF FRANKLIN
STATE OF OHIO**

Situated in the State of Ohio, County of Franklin, City of Columbus, also being part of Lot 288 as numbered and delineated upon the record plat in Deed Book "F", Page 332 (re-recorded in Plat Book 3, Page 248 and Plat Book 14, Page 27) of the Franklin County Recorder's Records and being part of lands deeded to Brunson Building LLC and recorded in instrument number 200403180059109, Franklin County, Ohio, (all deed and plat references made being to said Recorder's Office, unless otherwise noted), being more particularly described as follows:

Beginning at a Magnail found at the intersection of the Southerly line of Lafayette Street, 33 feet wide, and the Westerly line of North High Street, 100 feet wide, which point also being the northeasterly corner of said Lot 288;

Thence along the northerly of said Lot 288 and also along the southerly line of said Lafayette Street, **South 81 Degrees 47 Minutes, 54 Seconds West, 33.44 feet** to a magnail set at the northeasterly corner of the property herein described, which point also being the northwest corner of the Brunson Condominium Phase I in Condominium Plat Book 153, page 90-96, which point also being the TRUE POINT OF BEGINNING for the land hereinafter described;

705-F Lakeview Plaza Boulevard, Worthington, Ohio 43085-4779
Phone: 614-841-9500 Fax: 614-841-0170
Email:info@brhgroup.com

Thence running parallel with the westerly line of said North High Street, and also along the westerly line of said Brunson Condominium Phase I, and also crossing said Lot 288, **South 08 Degrees 20 Minutes, 30 Seconds East, 62.50 feet** to a point located inside a building which encroaches, which point is also in the southerly line of Lot 288 and in the Northerly line of Lot 287;

Thence running parallel with the southerly line of said Lafayette Street and also along said northerly and southerly line **South 81 Degrees 47 Minutes, 54 Seconds West, 154.35 feet** to a magnail found in the easterly line of Wall Street, 33 feet wide, which point also being in the westerly line of said Lot 288;

Thence along said easterly and westerly line, **North 08 Degrees 20 Minutes, 30 Seconds West, 62.50 feet** to a magnail found at the intersection of the easterly line of said Wall Street and the Southerly line of Lafayette Street, which point also being the northwesterly corner of said Lot 288 and the northwesterly corner of the land herein described;

Thence along said southerly line and along the northerly line of said Lot 288, **North 81 Degrees 47 Minutes, 54 Seconds East, 154.35 feet** to the TRUE POINT OF BEGINNING, containing **0.222 acres** and subject to all legal easements, restrictions, and right-of-way of record;

Jonathan E. Phelps, Ohio Surveyor No. 8241, of BRH Group, Inc., Worthington Ohio, prepared the above description from actual field surveys performed in January 2004, August 2005, and July 2006 and iron pins set are 5/8"x30" rebar set with yellow plastic cap marked "BRH GROUP". Basis of bearings are based on the same meridian as the bearing of the centerline of North High Street per instrument number 200307160218201. **Bearing of High Street: North 8 Degrees 20 Minutes 30 Seconds West**

BRH Group, Inc.

Jonathan E. Phelps, P.S. No. 8241 Date

Job#20066

STATE OF OHIO
JONATHAN E. PHELPS
8241
REGISTERED
PROFESSIONAL SURVEYOR

Exhibit B

	Unit #	Location	Residential bedrms	baths	Square Feet ***	Par Value	undivided interest in common elements
	C-141	First Floor			2,182	3.106	3.106%
	C-147	First Floor			1,727	2.592	2.592%
	C-149	First Floor			1,798	2.699	2.699%
	201	Two North	2	2	2,025	3.882	3.882%
	200	Two South	2	2	1,630	2.687	2.687%
	301	Three North	2	2	2,094	3.583	3.583%
	300	Three South	2	2	1,620	2.687	2.687%
	401	Four North	2	2	2,159	3.583	3.583%
	400	Four South	2	2	1,541	2.687	2.687%
	501	Five North	2	2	2,094	3.583	3.583%
	500	Five South	2	2	1,620	2.687	2.687%
	601	Six North	2	2	2,094	3.583	3.583%
	600	Six South	2	2	1,620	2.687	2.687%
	701	Seven North	2	2	2,094	3.583	3.583%
	700	Seven South	2	2	1,620	2.687	2.687%
	801	Eight North	2	2	2,094	3.882	3.882%
	800	Eight South	2	2	1,485	2.986	2.986%
	901	Nine North	2	2	2,094	3.882	3.882%
	900	Nine South	2	2	1,485	2.986	2.986%
	1001	Ten North	2	2	2,094	3.882	3.882%
	1000	Ten South	2	2	1,485	2.986	2.986%
	1101	Eleven North	2	2	2,094	3.882	3.882%
	1100	Eleven South	2	2	1,485	2.986	2.986%
	1201	Twelve North	2	2	2,094	3.882	3.882%
	1200	Twelve South	2	2	1,485	2.986	2.986%
*	L-201	Level 2 Lafayette	2	2	1,150	1.612	1.612%
*	L-202	Level 2 Lafayette	2	2	1,150	1.612	1.612%
*	L-203	Level 2 Lafayette	2	2	1,150	1.612	1.612%
*	L-204	Level 2 Lafayette	2	2	1,150	1.612	1.612%
*	L-205	Level 2 Lafayette	2	2	1,150	1.612	1.612%
*	L-206	Level 2 Lafayette	2	2	1,150	1.612	1.612%
*	L-301	Level 3 Lafayette	2	2	1,150	1.612	1.612%
*	L-302	Level 3 Lafayette	2	2	1,150	1.612	1.612%
*	L-303	Level 3 Lafayette	2	2	1,150	1.612	1.612%
*	L-304	Level 3 Lafayette	2	2	1,150	1.612	1.612%
*	L-305	Level 3 Lafayette	2	2	1,150	1.612	1.612%
*	L-306	Level 3 Lafayette	2	2	1,150	1.612	1.612%
						100.000	100.000%

* Added by this Amendment

** Square footages are measured using the method traditionally used in the building industry, from the center of the interior walls to the outside surfaces of the exterior walls, although the unit itself goes only to the interior surfaces of the walls.

Exhibit D

Currently Assigned Limited Common Elements

Parking Space	Unit to which parking space assigned	Parking Space	Unit to which parking space assigned
1	800	27	C-141
2	901	28	C-141
3	801	29	C-141
4	C-141	30	C-141
5	500	31	C-141
6	300	32	C-141
7	200	33	C-141
8	400	34	C-141
9	1201	35	C-141
10	701	36	C-141
11	C-141	37	C-141
12	900	38	C-141
13	600	39	C-141
14	1200	40	C-141
15	1001	41	C-141
16	401	42	C-141
17	700	43	C-141
20	1101	44	C-141
21	501	45	C-141
22	1100	46	C-141
23	1000	47	C-141
24	201	48	C-141
25	C-141	49	C-141
26	C-141	50	C-141

Storage Area	Unit to which storage area assigned
A	C-141
B	C-141

Amendment Re-Allocating Limited Common Storage Element

The Brunson Condominium

Re-allocating Storage Element S-5
From Unit 500 to Unit C-141

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Robert G. Montgomery
Franklin County Recorder

The undersigned, owners of all Units affected by this Amendment, pursuant to authority provided in §5311.032 of the Ohio Revised Code, and in accordance with Article VI, Section 4 of the Declaration of Condominium for The Brunson Condominium, which Declaration is recorded as Instrument Number 200508250174858 of the Franklin County, Ohio, Records, hereby re-allocate the Common Element Storage Element described above, from and to the units captioned above. The undersigned owners hereby consent to this Amendment, and hereby represent and warrant that the consents of lienholders attached hereto are from all holders of all liens upon their respective affected units, except for the liens of real estate taxes and assessments not due and payable.

Brunson Building LLC, an Ohio Limited Liability Company
Owner of Unit C-141

By: Robert S Long
Robert S. Long, President

State of Ohio
County of Franklin, SS:

Before me, a notary public, personally appeared Robert S. Long, President of Brunson Building LLC, who acknowledged the execution of this instrument to be his free act and deed, on behalf of Brunson Building LLC, for the uses and purposes set forth herein.

In witness whereof, I have hereunto set my hand and affixed my official seal on this 23rd day of October, 2006.

Mindi L. Keels
Notary Public

NOTARIAL SEAL STATE OF OHIO

MINDI L. KEELS
Notary Public, State of Ohio
My Commission Expires 09-19-10

RECEIVED
SEP 17 2007
BY

JKCA, LLC, an Ohio limited liability company

By: _____
Stephen M. Fechtor, authorized member

State of Ohio
County of Franklin, SS:

Before me, a notary public, personally appeared Stephen M. Fechtor, authorized member of JKCA, LLC, who acknowledged the execution of this instrument to be his free act and deed for the uses and purposes set forth herein.

In witness whereof, I have hereunto set my hand and affixed my official seal on this 23rd day of October, 2006.

Mindi L. Keels
Notary Public

NOTARIAL SEAL
STATE OF OHIO

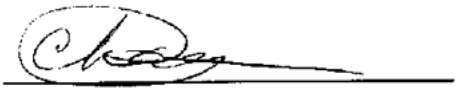
MINDI L. KEELS
Notary Public, State of Ohio
My Commission Expires 09-19-10

Consent of Lender to

Re-allocating Storage Element S-5
From Unit C-141 to Unit L-205

JP Morgan Chase Bank, N.A., holder of a mortgage lien on unit L-205, affected by the re-allocation of the above-described limited common storage element in The Brunson Condominium, hereby consents to the above-described re-allocations.

JP Morgan Chase Bank, N.A.

By 

Charita A. Raganas
Asst. Vice President

Date: January 30, 2007

Amendment Re-Allocating Limited Common Storage Element

Consent of Lender to

Re-allocating Storage Element S-5
From Unit 500 to Unit C-141

Community Capital Development Corp., holder of a mortgage lien on unit C-141, affected by the re-allocation of the above-described limited common storage elements in The Brunson Condominium, hereby consents to the above-described re-allocation.

COMMUNITY CAPITAL
DEVELOPMENT CORP.

By _____ Date: 6-15-07

Consent of Lender to

Re-allocating Storage Element S-5
From Unit 500 to Unit C-141

Huntington National Bank, holder of a mortgage lien on unit C-141, affected by the re-allocation of the above-described limited common storage elements in The Brunson Condominium, hereby consents to the above-described re-allocation.

Huntington National Bank

By Michelle Rembrandt Date: January 17, 2007

Current Listing of Units and appurtenant Limited Common Storage Elements

(with changes implemented by this Amendment)

Unit	Limited Common Storage Element
200	S-1
300	S-2
400	S-3
500	S-4
*C-141	S-5
701	S-6
501	S-7
201	S-8
1201	S-9
1001	S-10
1100	S-11
401	S-12
900	S-13
800	S-14
301	S-15
700	S-16
801	S-17
600	S-18
601	S-19
901	S-20
1000	S-21
1200	S-22
1101	S-23

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Robert G. Montgomery
Franklin County Recorder

Amendment No. 3 - Re-Allocating Limited Common Storage Elements

The Brunson Condominium

Re-allocating Storage Element S-10
From Unit 1001 to Unit 401

Re-allocating Storage Element S-12
From Unit 401 to Unit 901

Re-allocating Storage Element S-20
From Unit 901 to Unit 1001

The undersigned, owners of all Units affected by this Amendment, pursuant to authority provided in §5311.032 of the Ohio Revised Code, and in accordance with Article VI, Section 4 of the Declaration of Condominium for The Brunson Condominium, which Declaration is recorded as Instrument Number 200508250174858 of the Franklin County, Ohio, Records, hereby re-allocate the Common Element Storage Areas described above, from and to the units captioned above. The undersigned owners hereby consent to this Amendment, and hereby represent and warrant that the consents of lienholders attached hereto are from all holders of all liens upon their respective affected units, except for the liens of real estate taxes and assessments not due and payable.

The Brunson Condominium Association

BY: Robert S Long _____ BY: Jonathan Wilcox
President Secretary

State of Ohio
County of Franklin, SS:
Before me, a notary public, personally appeared Robert S. Long,
President and Jonathan Wilcox, Secretary of The Brunson Condominium Association, who acknowledged the execution of this instrument to be their free act and deed for the uses and purposes set forth herein.

In witness whereof, I have hereunto set my hand and affixed my official seal on this 1 day of April, 2007.

Laura E. Gardner
Notary Public

LAURA E. GARDNER
Notary Public, State of Ohio
My Commission Expires 08-23-11

RECEIVED
JOSEPH W. TESTA
SEP 17 2007
FRANKLIN COUNTY AUDITOR
BY _____
DEPUTY COUNTY AUDITOR

Tommaso Ciaffoncini and Diana Ciaffoncini, husband and wife
Owner of Unit 1001

Tommaso Ciaffoncini

Diana Ciaffoncini

State of Ohio
County of Franklin, SS:

Before me, a notary public, personally appeared Tommaso Ciaffoncini and Diana Ciaffoncini, husband and wife, who acknowledged the execution of this instrument to be their free act and deed for the uses and purposes set forth herein.

In witness whereof, I have hereunto set my hand and affixed my official seal on this 16 day of April, 2007.

Notary Public

Richard L. Andrekanic, unmarried
Owner of Unit 901

Richard L. Andrekanic
TRUSTEE FOR THE RICHARD L. ANDREKANIC TRUST

State of Ohio
County of Franklin, SS:

Before me, a notary public, personally appeared Richard L. Andrekanic who acknowledged the execution of this instrument to be his free act and deed for the uses and purposes set forth herein.

In witness whereof, I have hereunto set my hand and affixed my official seal on this 10 day of April, 2007.

Notary Public

Sarah T. Freeman, widowed and not remarried
Owner of Unit 401

Sarah T. Freeman

Sarah T. Freeman

State of Ohio
County of Franklin, SS:

Before me, a notary public, personally appeared Sarah T. Freeman who acknowledged the execution of this instrument to be her free act and deed for the uses and purposes set forth herein.

In witness whereof, I have hereunto set my hand and affixed my official seal on this 30 day of April, 2007.



LAURA E. GARDNER
Notary Public, State of Ohio
My Commission Expires 06-23-10

Laura E. Gardner

Notary Public

Consent of Lender to

Re-allocating Storage Element S-10
From Unit 1001 to Unit 401

Re-allocating Storage Element S-12
From Unit 401 to Unit 901

Re-allocating Storage Element S-20
From Unit 901 to Unit 1001

Huntington National Bank, holder of a mortgage lien on units 401 and 1001, affected by the re-allocation of the above-described limited common storage elements in The Brunson Condominium, hereby consents to the above-described re-allocations.

Huntington National Bank

By Michelle Lenhard Date: January 17, 2007

Current Listing of Units and appurtenant Limited Common Storage Elements

(with changes implemented by this Amendment)

Unit	Limited Common Storage Element
200	S-1
300	S-2
400	S-3
500	S-4
C-141	S-5
701	S-6
501	S-7
201	S-8
1201	S-9
*401	S-10
1100	S-11
*901	S-12
900	S-13
800	S-14
301	S-15
700	S-16
801	S-17
600	S-18
601	S-19
*1001	S-20
1000	S-21
1200	S-22
1101	S-23

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Robert G. Montgomery
Franklin County Recorder

Amendment No. 4 - Re-Allocating Limited Common Storage Elements

The Brunson Condominium

Re-allocating Storage Element S-5
From Unit C-141 to Unit L-205

The undersigned, owners of all Units affected by this Amendment, pursuant to authority provided in §5311.032 of the Ohio Revised Code, and in accordance with Article VI, Section 4 of the Declaration of Condominium for The Brunson Condominium, which Declaration is recorded as Instrument Number 200508250174858 of the Franklin County, Ohio, Records, hereby re-allocate the Common Element Storage Area described above, from and to the units captioned above. The undersigned owners hereby consent to this Amendment, and hereby represent and warrant that the consents of lienholders attached hereto are from all holders of all liens upon their respective affected units, except for the liens of real estate taxes and assessments not due and payable.

Brunson Building LLC, an Ohio Limited Liability Company
Owner of Unit C-141

BY: Robert S. Long
Robert S. Long, President

State of Ohio
County of Franklin, SS:

Before me, a notary public, personally appeared Robert S. Long, President of Brunson Building LLC, who acknowledged the execution of this instrument to be his free act and deed for the uses and purposes set forth herein.

In witness whereof, I have hereunto set my hand and affixed my official seal on this 6th day of June, 2007.

Laura E. Gardner
Notary Public

LAURA E. GARDNER
Notary Public, State of Ohio
My Commission Expires 06-22-

RECEIVED
JOSEPH W. TESTA
SEP 17 2007
FRANKLIN COUNTY AUDITOR
BY _____
DEPUTY COUNTY AUDITOR

Weldon B. Cartwright, unmarried
Mario W. Pinardi III, unmarried

Owners of Unit L-205

Weldon B. Cartwright 04-10-07
Weldon B. Cartwright

Mario W. Pinardi III

State of Ohio
County of Franklin, SS:

Before me, a notary public, personally appeared Weldon B. Cartwright who acknowledged the execution of this instrument to be his free act and deed for the uses and purposes set forth herein.

In witness whereof, I have hereunto set my hand and affixed my official seal on this 10 day of April, 2007.

Laura E. Gardner
Notary Public

State of Ohio
County of Franklin, SS:

Before me, a notary public, personally appeared Mario W. Pinardi III who acknowledged the execution of this instrument to be his free act and deed for the uses and purposes set forth herein.

In witness whereof, I have hereunto set my hand and affixed my official seal on this 10 day of April, 2007.

Laura E. Gardner
Notary Public