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 holder, insurer or guarantor of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer or guarantor and the Unit designation or address), 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 Mortgage Liens must consent pursuant to the provisions of Article XVII 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 lien;

11. any proposed action which requires the consent of a specified percentage of Eligible holders of first mortgage liens; and

12. prior to the time that the Declarant has turned over control of the Association to the members, any of the actions listed in subsections A and B of Article VII, Section 7 of this Declaration.

ARTICLE XVII

AMENDMENTS AND ACTIONS REQUIRING OWNER AND LENDER APPROVAL

Section 1. **Amendments requiring 100% of Owners and 75% of Lenders.** Except as otherwise provided herein, the following amendments of any Condominium Organizational Documents shall require: (a) the written consent of all Unit Owners; and (b) 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.

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

(2) the construction of an addition to or an expansion of a unit into Limited Common Elements or common elements;

(3) 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;

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

(5) the purposes to which any Unit or the Common Elements are restricted (meaning commercial vs residential use, or public vs private use. It is not the intent of this provision to inhibit the Association's control of the conveyance of interests in, or leasing of, units or portions of the common elements).

Section 2. **Action requiring 80% of Owners and 75% of Lenders**. Except as otherwise provided herein, the prior written consent of Unit Owners exercising 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 (75%) of the votes of Units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium;

Section 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 following amendments of any Condominium Organizational Documents shall require: (a) the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners (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 (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain:

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

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

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

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

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

(6) 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;

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

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

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

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

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

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

(13) 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;

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

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

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

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

Notwithstanding the foregoing, no amendment, the provisions of Declaration dealing with the Declarant's right to expand the Condominium and the easements serving the Additional Property may not be amended without the written consent of the Declarant.

Section 5. **Action requiring 67% of Owners and 51% of Lenders**. Except as otherwise provided herein, the following action shall require: (a) 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 (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain:

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

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

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

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

(5) 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; or

(6) a substantial relaxation in the regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on 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 By-Laws shall not require the consent of the Owners, lenders, mortgage insurer or mortgage guarantor:

(1) **Amendments by Declarant to Expand Condominium.** Amendments aiding the expansion of the condominium pursuant to Article XVIII shall not require the consent of any parties other than the Declarant.

(2) **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 Veterans Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained; or (ii) to correct typographical errors or obvious factual errors the correction of which would not impair the interest of any Unit Owner or mortgagee; 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; and further provided that if the project has been approved by the Department of Veterans Affairs, such amendment (except those aiding the expanding of the condominium in accordance with the provisions of Article XVIII, below) must be approved by the Secretary of the Department of Veterans affairs.

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

(a) 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;

(b) To meet the requirements of insurance underwriters;

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

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

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

Section 7. **Certain Amendments Require Additional Approval of Owners of Commercial Units.** In addition to the other requirements for any such amendment, no amendment to the provisions of this Declaration regarding: (a) the use of the Commercial Units; (b) the creation or enforcement of rules and regulations affecting such Commercial Units; or (c) eviction of tenants of Commercial Units, may be enacted without the approval of the owners of the Commercial Unit who hold at least 75% of the voting power of the commercial units.

Section 8. **Approval by Eligible Holders.** An Eligible Holder of a First Mortgage Lien 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 sixty (60) 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 9. **Method to Amend.** An amendment to this Declaration (or the Drawings or the By-Laws), 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

EXPANSIONS

Section 1. **Reservation of Expansion Option.** Notwithstanding any provision in this Declaration to the contrary, the Declarant expressly reserves the option to expand the Condominium Property, by amendment adding portions of the additional property (without any consent to such amendment being required by any other party) as provided in this Article.

Section 2. **Limitations on Option**. Declarant has no limitations on its option to expand the Condominium Property except as provided in this Article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. Notwithstanding any provision herein to the contrary, no consent by any Unit Owner's, mortgagee (including, without limitation, any Eligible Holder of a First Mortgage Lien) is required to enable Declarant to expand the Condominium Property.

Section 3. **Maximum Expansion Time**. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record, unless Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of that seven-year period. There are no other circumstances that will terminate that option prior to the expiration of that seven-year period.

Section 4. **Legal Description**. A description of all Additional Property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, is attached hereto and marked "Exhibit C", and referred to herein as "the Additional Property".

Section 5. **Composition of Portions Added**. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article, and all improvements on portions added are substantially completed prior to the time added to the Condominium. Except as expressly provided in this Article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property.

Section 6. **Time for Adding Portions**. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 7. **Improvement Location Limitations**. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. **Maximum Number of Units**. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is 12, (for a maximum total of 37 Units); provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of

dwelling units or other buildings that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum number of Units that may be added to the Condominium Property there is no limit as to the maximum number of units per acre that may be created on any portion of the Additional Property added to the Condominium Property, provided that the total number of units in the Condominium, after any portion of the Additional Property is added thereto, shall not exceed the number of units per acre allowed by applicable zoning or variance. The Units added to the Condominium may be designated as "Convertible" Units.

Section 9. **Non-Residential Uses**. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero, since no commercial units may be so created and added. There is no restriction on the use of the Additional Property, or any portion thereof, which is not added to the Condominium Property.

Section 10. **Compatibility of Structures**. The structures erected on all or any portion of the Additional Property and added to the Condominium Property need not be substantially identical to, consistent with, or compatible with the structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. There are no restrictions with respect to portions of the Additional Property not added to the Condominium.

Section 11. **Improvements other than Structures**. With respect to improvements other than structures on any Additional Property added to the Condominium Property, there is no requirement that any such improvements must be made and there are no restrictions or limitations upon what, if any, such non-structural improvements shall be made.

Section 12. **Types of Units**. With respect to all units created on any portion of Additional Property added to the Condominium Property, such units are not required to be similar to units on previously submitted land, and there are no limitations as to what types of units may be created on the Additional Property except that such Unit shall be Residential Units.

Section 13. **Limited Common Elements**. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein which need not be identical with or consistent in type, size, and number as those areas then so designated as such in the Condominium Property. The exact size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be and other factors presently undetermined.

It is currently anticipated that Limited Common parking elements serving Units in the original phase, as well as Units added later, will be located on the Additional Property.

Section 14. **Supplementary Drawings**. Declarant does not consider any other drawings or plans, other than the Condominium Drawings, presently appropriate in supplementing the foregoing provisions of this Article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings and plans with respect to the Additional Property as required by the Condominium Act.

Section 15. **Successor owner not Liable for Actions of Declarant**. A successor owner of the Condominium Property or of additional property added to the Condominium Property who is not an affiliate of the Declarant (as the term "affiliate" is defined by §5311.01(C) of the Ohio Revised Code) and who is a bona fide purchaser of the property for value, or a purchaser who acquires the property at a sheriff's sale or by deed-in-lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of the Declarant or a breach of an obligation by the Declarant.

Section 16. **Procedures for Expansion**. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners and ground lessees of the land so added, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information, drawings and plans with respect to the Additional Property and improvements thereon added required by the Condominium Act.

Section 17. **Effects of Expansion**. Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated among the Units originally submitted with this

Declaration and those added after the date hereof, in accordance with the par values assigned to such units as disclosed on the attached Exhibit B; and

(d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

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

Section 3. **Severability**. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect

any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 22 day of August, 2005.

Brunson Building LLC, an Ohio limited liability company

By: Robert S. Long
Robert S. Long, President

STATE OF OHIO
COUNTY OF Franklin, SS:

This instrument was acknowledged before me by Robert S. Long, the President of Brunson Building LLC, an Ohio limited liability company, the Declarant herein, on its behalf, this 22 day of August, 2005.

Laura E. Gardner
Notary Public

NOTARIAL SEAL STATE OF OHIO

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

Exhibits

A Property Description
B Unit Designation and par values
C Description of Additional Property

BRH Group, Inc.

August 17, 2005

LEGAL DESCRIPTION
CONTAINING 0.193 ACRES OUT OF
LOTS 287 AND 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 Lots 287 and 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, which point also being the **TRUE POINT OF BEGINNING** for the land hereinafter described;

Thence along the westerly line of said North High Street and also along the easterly line of said Lots 287 and 288, **South 08 Degrees 20 Minutes, 30 Seconds East, 125.00 feet** to a point located inside a building which encroaches at the southeasterly corner of said Lot 287, which point also being the Northeasterly corner of Lot 286 in said record plat;

Thence along the southerly line of said Lot 287 and also along the northerly line of said Lot 286, **South 81 Degrees 47 Minutes, 54 Seconds West, 101.28 feet** to a point located inside a building which encroaches, which point also being in said northerly and southerly line;

Thence running parallel with the westerly line of said North High Street and also crossing said Lot 287, **North 08 Degrees 20 Minutes, 30 Seconds West, 62.50 feet** to a Magnail set in the northerly line of said Lot 287 and in the southerly line of said Lot 288;

Thence along said northerly and southerly line, **North 81 Degrees 47 Minutes, 54 Seconds East, 67.85 feet** to a point in a building which encroaches;

Thence running parallel with the westerly line of said North High Street and also crossing said Lot 288, **North 08 Degrees 20 Minutes, 30 Seconds West, 62.50 feet** to a Magnail set in the southerly line of said Lafayette Street and in the northerly line of said Lot 288;

Thence along said northerly and southerly line **North 81 Degrees 47 Minutes, 54 Seconds East, 33.44 feet** to the **TRUE POINT OF BEGINNING**, containing **0.193 acres**;

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

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 and in August 2005 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 C. Phelps 8/19/05

Jonathan E. Phelps, P.S. No. 8241 Date
Job#20066



Exhibit B

Unit #	Location	Residential bedrms	baths	Square Feet ***	Par Value	% interest in common elements Initial 25 Units	If expanded to 37 Units
C-141	First Floor			2,182	3.106	3.850%	3.106%
C-147	First Floor			1,727	2.592	3.213%	2.592%
C-149	First Floor			1,798	2.699	3.347%	2.699%
201	Two North	2	2	2,025	3.882	4.813%	3.882%
200	Two South	2	2	1,630	2.687	3.332%	2.687%
301	Three North	2	2	2,094	3.583	4.442%	3.583%
300	Three South	2	2	1,620	2.687	3.332%	2.687%
401	Four North	2	2	2,159	3.583	4.442%	3.583%
400	Four South	2	2	1,541	2.687	3.332%	2.687%
501	Five North	2	2	2,094	3.583	4.442%	3.583%
500	Five South	2	2	1,620	2.687	3.332%	2.687%
601	Six North	2	2	2,094	3.583	4.442%	3.583%
600	Six South	2	2	1,620	2.687	3.332%	2.687%
701	Seven North	2	2	2,094	3.583	4.442%	3.583%
700	Seven South	2	2	1,620	2.687	3.332%	2.687%
801	Eight North	2	2	2,094	3.882	4.813%	3.882%
800	Eight South	2	2	1,485	2.986	3.702%	2.986%
901	Nine North	2	2	2,094	3.882	4.813%	3.882%
900	Nine South	2	2	1,485	2.986	3.702%	2.986%
1001	Ten North	2	2	2,094	3.882	4.813%	3.882%
1000	Ten South	2	2	1,485	2.986	3.702%	2.986%
1101	Eleven North	2	2	2,094	3.882	4.813%	3.882%
1100	Eleven South	2	2	1,485	2.986	3.702%	2.986%
1201	Twelve North	2	2	2,094	3.882	4.813%	3.882%
1200	Twelve South	2	2	1,485	2.986	3.702%	2.986%
					80.652	100.000%	

Units on Additional Property which may be added at a later date

LL-100	Level 1 Garage	2	2	1,150	1.612		1.612%
LL-101	Level 1 Garage	2	2	1,150	1.612		1.612%
LL-102	Level 1 Garage	2	2	1,150	1.612		1.612%
LL-103	Level 1 Garage	2	2	1,150	1.612		1.612%
LL-104	Level 1 Garage	2	2	1,150	1.612		1.612%
LL-105	Level 1 Garage	2	2	1,150	1.612		1.612%
LL-200	Level 2 Garage	2	2	1,150	1.612		1.612%
LL-201	Level 2 Garage	2	2	1,150	1.612		1.612%
LL-202	Level 2 Garage	2	2	1,150	1.612		1.612%
LL-203	Level 2 Garage	2	2	1,150	1.612		1.612%
LL-204	Level 2 Garage	2	2	1,150	1.612		1.612%
LL-205	Level 2 Garage	2	2	1,150	1.612		1.612%
					100.000		100.000%

*** 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.

BRH Group, Inc.

August 17, 2005

**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 **TRUE POINT OF BEGINNING** for the land hereinafter described;

Thence running parallel with the westerly line of said North High Street 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 point in the easterly line of Wall Street, 33 feet wide, which point also being in the westerly line of said Lot 288, reference a rebar north 0.52 feet, west 0.36 feet;

Thence along said easterly and westerly line, **North 08 Degrees 20 Minutes, 30 Seconds West, 62.50 feet** to 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;**

705-F Lakeview Plaza Boulevard, Worthington, Ohio 43085-4779
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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 and in August 2005 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 C. Phelps 8/19/05

Jonathan E. Phelps, P.S. No. 8241 Date
Job#20066

