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2648

DECLARATION ESTABLISHING A PLAN OF CONDOMINIUM FOR COLONY HILL CONDOMINIUM SECTION TWO

FIRST BOOKLET ACCEPTANCE

THIS DECLARATION made this 27th day of September, 1973, by COLUMBIA PROPERTIES, INC., an Ohio corporation (hereinafter referred to as "Declarant"), is for the purpose of submitting real property and improvements to the provisions of Chapter 5311, Revised Code of Ohio, and of establishing such real property within the condominium Regime previously established by Declarant by the Declaration Establishing A Plan Of Condominium For Colony Hill Condominium Section One recorded in Deed Book 2459 page 420 of the records of Franklin County, Ohio.

DECLARATION

WHEREAS, Declarant has established a scheme for condominium ownership (called herein "Condominium Regime") through its Declaration Establishing A Plan Of Condominium For Colony Hill Condominium Section One recorded in Deed Book , page , of the records of Franklin County, Ohio, which scheme extends to the real property in Franklin County, Ohio described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Development Area"), and

WHEREAS, pursuant to this scheme for a Condominium Regime, Declarant has heretofore developed Colony Hill Condominium Section One, and intends, in its discretion, to develop the remaining real property within the Development Area — other than that part which is shown as "Recreation Area" on Exhibit "B", attached hereto and incorporated herein — into additional condominium sections or properties to be designated Section Two, Section Three, Section Four, Section Five and Section Six, as delineated on Exhibit "B", which shall if developed contain the following numbers of residence units:

Sections	Number of Residence Units
One	44
Two	36
Three	32
Four, Five and Six (combined)	100

AND WHEREAS, Declarant has under construction, for the use of residence unit owners within the Development Area, a swimming pool and community activities building on that part of the Development Area called "Recreation Area", and, upon completion of construction, will convey said Recreation Area, with all improvements thereon, to Colony Hill Recreation Association, a non-profit corporation created under Chapter 1702, Revised Code of Ohio, to hold, administer to and operate said Recreation Area and recreational facilities for the use and benefit of the owners of residence units within the Development Area, and

WHEREAS, Declarant has constructed on the real property shown as Section Two on Exhibit "B", multiple family unit structures in accordance with plans and specifications prepared by H. Alan Taylor and Associates, 150 East Mound Street, Columbus, Ohio, known as "Colony Hill Condominium Section Two", consisting of 75 sheets numbered Engineering 1 through 12, Architecture L1 through SP21, inclusive.

NOW THEREFORE, Declarant hereby submits said real property (Section Two) and structures and all improvements now constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Chapter 5311, Revised Code of Ohio, for the purpose of establishing a condominium property, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding on and inure to the benefit of said Declarant, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

SECTION 1
DESCRIPTION OF REAL PROPERTY

The real property submitted to condominium ownership by this Declaration is

Received OCT 3 1973 19 At 2:35 O'Clock P M
Recorded OCT 5 - 1973 19 In Franklin County
JAMES A. SCHAEFER, Recorder
Recorder's Fee $ 33.00

533720044

situated in the State of Ohio, County of Franklin and City of Columbus and is specifically described in Exhibit "D" attached hereto and made a part hereof.

SECTION 2
NAME OF CONDOMINIUM

The name by which the condominium property shall be known is "COLONY HILL CONDOMINIUM SECTION TWO".

SECTION 3
FORMATION OF OWNERS ASSOCIATION

(a) In order to carry out the intent and purposes of this Declaration, Colony Hill Association Section Two (called "Owners Association" herein) has been formed under and purusant to the general Non-Profit Corporation Act of Ohio, to administer the condominium property. By-Laws for the government of Owners Association and the conduct of its affairs, consistent with this Declaration, have been adopted by the incorporator and annexed hereto as "Exhibit "E".

(b) Each residence unit owner shall be a member of Owners Association and entitled to one vote for each residence unit owned. The percentage of interest of the separate owners of residence units in the common areas and facilities and limited common areas and facilities and the percentage of common expenses chargeable to unit owners are shown on Schedule I, attached hereto.

(c) Until November 1, 1974, or the earlier sale by Declarant of 27 residence units within Colony Hill Condominium Section Two, the Board of Trustees of the Association shall be composed of three persons whose names and addresses are as follows:

Sydney H. Levine	2690 Sherwood Road, Columbus, Ohio 43209
L. J. Phillips	2644 Tareytown Drive, Grove City, Ohio 43123
Roger W. Murphy	1915 Tamarack Circle South, Apt. 104, Columbus, Ohio 43229

Declarant shall have authority to remove any such initial trustee and to fill any vacancy created by the removal, resignation or death of an initial trustee.

On November 1, 1974 or the earlier sale by Declarant of 27 residence units, the Board of Trustees shall be increased to nine members who shall be elected as provided in Article IV, Section 5 of the By-Laws of the Association.

SECTION 4
STATUTORY AGENT OF ASSOCIATION

The statutory agent of Owners Association, to receive service of process for the Corporation, together with the place of business of such person, is as follows:

Larry H. Snyder 209 South High Street, Columbus, Ohio 43215

SECTION 5
PURPOSES, COVENANTS AND RESTRICTIONS

The purpose of this Condominium is to provide separately designated and legally described freehold estates consisting of "residence units", hereinafter identified and described, entitling the owner to the right to exclusive possession, use and enjoyment of, and fee simple estate in, his residence unit and to ownership of an undivided interest in the "common areas and facilities", hereinafter described, as tenant in common with all other residence unit owners. Declarant, its successors and assigns, by this Declaration and all future owners of the residence units, by their acceptance of their deeds, covenant and agree that:

(a) The common areas and facilities shall remain undivided and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium. All repairs and maintenance of common areas and facilities shall be by

Owners Association and shall be a part of the common expenses to be paid by assessments against residence unit owners as provided in Section 1, Article VI of the By-Laws of Owners Association (Exhibit "E").

(b) The residence units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and social guests and for no other purpose.

(c) No noxious or offensive activity shall be carried on upon any residence unit or upon the common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(d) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any unit or on the common area at any time as a residence, either temporarily or permanently.

(e) No sign of any kind shall be displayed to the public view on the units or common areas, except (1) on the common area, signs used by Declarant to advertise units for sale during the construction and initial sales period, and (2), on a residence unit, one professional sign of no more than five (5) square feet advertising units for sale or rent by the Unit Owner.

(f) No animals, livestock, or poultry of any kind shall be raised, bred or kept in any unit or the common area, except that dogs, cats, or other household pets may be kept in units provided that they are not kept, bred, or maintained for any commercial purpose, nor shall any animal be permitted to run loose on the common area.

(g) No unit nor the common area shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(h) No exterior clothes line or hanging device nor noxious or offensive device shall be permitted on the common area or the exterior visible portions of a unit.

(i) The owners of the respective residence units agree that if any portion of the common areas and facilities encroaches upon the residence units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, the owners of residence units agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easement for said encroachment and the maintenance hereof shall exist.

(j) An owner of a residence unit shall automatically, upon becoming the owner of a residence unit or units, be a member of Colony Hill Association Section Two, and shall remain a member of said Owners Association until such time as his ownership ceases for any reason, at which time his membership in said Owners Association shall automatically cease.

(k) The owners of residence units covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration, and the By-Laws of Owners Association which are made a part of and attached as Exhibit "E".

(l) Each owner, tenant or occupant of a residence unit shall comply with the provisions of this Declaration, the By-Laws and decisions and resolutions of Owners Association or its representative, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

(m) No owner of a residence unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his residence unit.

(n) Annual assessments and special assessments for common expenses and special unit assessments may be levied by Owners Association, as provided in Article VI

of the By-Laws of Owners Association Exhibit "B" attached hereto. All sums assessed by Owners Association but unpaid for the share of the common expenses, and any special unit assessment chargeable to any residence unit shall constitute a lien on such residence unit prior to all other liens except only (1) tax liens on the residence unit in favor of any assessing unit and special district, and (2) all sums unpaid on a first mortgage of record. Such lien may be foreclosed by suit by the manager or Board of Trustees, acting on behalf of the owners of the residence units, in like manner as a mortgage of real property. In any such foreclosure the residence unit owner shall be required to pay a reasonable rental for the residence unit, if so provided in the By-Laws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board of Trustees, acting on behalf of the owners of the residence units, shall have power, unless prohibited herein, to bid on the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

(o) Where the mortgagee of a first mortgage of record or other purchaser of a residence unit obtains title to the unit as a result of foreclosure of the first mortgage, or by deed in lieu of foreclosure or any proceedings in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by Owners Association chargeable to such residence unit which became due prior to the acquisition of title to such residence unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the residence units including such acquirer, his successors and assigns.

(p) The respective residence units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (1) rental for any period less than thirty (30) days; or (2) any rental if the occupants of the residence unit are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective residence units shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and in the By-Laws of Owners Association.

(q) Damage to or destruction of all or any part of the common and limited common areas and facilities of the condominium property shall be promptly repaired and restored by the manager or Board of Trustees substantially in accordance with the original plans, specifications and design for construction.

(r) In a voluntary conveyance of a residence unit, other than to a mortgagee in lieu of a foreclosure, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by Owners Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Trustees of Owners Association, as the case may be, setting forth the amounts of the unpaid assessments against the grantor due Owners Association and such grantee shall not be liable for, nor shall the residence unit conveyed be subject to a lien for, any unpaid assessments made by Owners Association against the grantor in excess of the amount therein set forth.

(s) The Board of Trustees shall obtain for the benefit of all residence unit owners and mortgagees, as their interests appear, insurance, from an insurance carrier with a general policy holder rating not less than "Good" as determined from the latest edition of Best's Key Rating Guide, for all buildings in the Condominium against loss or damage by fire and other insurable hazards, including vandalism, in the amount of 100% of the replacement costs of the buildings as determined annually by the Engineering Department of the insurance carrier. The Board shall also obtain a broad form public liability policy covering all Common Areas and Facilities and all damage or injury caused by the negligence of Owners Association or any of its agents, in such amounts as the Board deems proper. If the Board fails to purchase and pay for such insurance, any mortgagee may advance the premium therefor and any such advances shall be due and immediately payable as a common expense. All insurance proceeds becoming payable shall be paid to the Board of Trustees in trust for the benefit of all owners and mortgagees, as their interests appear, to be expended for repair and restoration as provided in sub-section (q) herein.

(t) So long as Declarant, its successors and assigns, owns one or more of the residence units established and described herein, said Declarant, its successors and assigns shall be subject to the provisions of this Declaration and of all attachments hereto, and said Declarant covenants to take no action which would adversely affect the rights of Owners Association with respect to assurances against latent defects in the property or other right assigned to Owners Association, the members of such corporation and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.

SECTION 6
GENERAL DESCRIPTION OF BUILDINGS

There are nine buildings constructed on, and a part of, the condominium property. Each of the buildings is a two story structure, without basement, with parking space for four automobiles on the ground floor rear below the second floor residence unit (unit types C, S or S-1 as described in Section 7 hereof). All buildings are constructed of wood frame, faced with brick veneer or with aluminum siding or textured hardboard siding or a combination thereof. The location of each building on the condominium property and its location with respect to every other building is shown on the Master Site Plan, Exhibit "B", attached hereto.

SECTION 7
RESIDENCE UNITS DESIGNATION AND DESCRIPTION

(a) As shown on the floor plan, Exhibit "F", annexed hereto and made a part hereof, the residence units are located in either one of two type buildings of standard interior design, designated Building B and Building Type D. Each B type building is composed of four residence units:

One Unit Designated N
One Unit Designated EL
One Unit Designated ER
One Unit Designated C or S-1

Each D type building is composed of four residence units:

One Unit Designated R
One Unit Designated TL
One Unit Designated TR
One Unit Designated S or S-1

Unit type R consists of a living room, dining alcove, three bedrooms, one and one-half baths and kitchen, all located on a ground floor and containing about 1,010 square feet of area, with access to a patio (a limited common area described in Section 9 hereof) immediately adjacent to the unit and with access to a common sidewalk from the front door of the unit.

Each unit type TR and TL consists of a living room, dining room, kitchen, one and one-half baths and three bedrooms located on two floors, commonly described as a three bedroom townhouse and containing about 1,126 square feet of area, with access to a ground floor patio (a limited common area described in Section 9 hereof) immediately adjacent to the unit, and with access to a common sidewalk adjacent to the ground floor front door of the unit.

Each unit type C, S and S-1 consists of a living room, dining alcove, kitchen, one bath and two bedrooms (the C and S units also contain a den; the S-1 unit contains a closet and storage space in place of the den) located on the second floor above the garage area, containing about 975 square feet of area, with access to a sundeck (a limited common area described in Section 9 hereof) and with access to a common sidewalk from a stairway from the second floor to the ground floor.

Unit type N consists of a living room, dining room, kitchen, one bath and two bedrooms, containing about 785 square feet of area, with access to a

patio (a limited common area described in Section 9 hereof) immediately adjacent to the unit, and with access to a common sidewalk adjacent to the front door of the unit.

Each unit type ER and EL consists of a living room, dining room, kitchen, one bath and two bedrooms located on two floors, and commonly described as a two bedroom townhouse, containing about 910 square feet of area, with access to a ground floor patio (a limited common area described in Section 9 hereof) immediately adjacent to the unit and with access to a common sidewalk adjacent to the ground floor front door of the unit.

(b) Each residence unit shall consist of the area within and the interior surfaces of its perimeter walls, floors and ceilings, including windows and doors in the perimeter walls but shall exclude supporting walls, fixtures (including water and gas pipes, electrical wires and conduits or other public utility lines and heating and air conditioning ducts and vents) and other parts of the building which are within the boundaries of a unit and which are necessary for the existence, support, maintenance, safety, or comfort of any other part of the condominium property or which serve more than one residence unit or which are a part of central and appurtenant installations for utility and similar services for the whole condominium property.

SECTION 8
DESCRIPTION OF COMMON AREAS AND FACILITIES

The common areas and facilities shall be owned by the unit owners as tenants in common and shall be administered and maintained by the Board of Trustees of the Association. Ownership of the common areas and facilities shall remain undivided. All costs of administration, maintenance, repair and replacement of the common areas and facilities shall be common expenses. "Common areas and facilities" consists of all parts of the condominium property and the improvements now or hereafter constructed thereon, other than the residence units and the limited common areas and facilities, and includes without limitation:

(a) The land described in Exhibit "D" hereto.

(b) The foundations, columns, girders, beams, supports, supporting walls, roofs, and any other parts of the buildings, whether within or without the boundaries of a unit, which are necessary for the existence, support, maintenance or safety of any other part of the Condominium.

(c) Installations of central services for power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether or not located in common areas) and all other apparatus and installations existing for common use.

(d) The yards and grounds, gardens and outside parking areas.

(e) All other parts of the condominium property necessary or convenient to the existence, maintenance and safety of the condominium property.

SECTION 9
DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

There is reserved for the use of each residence unit, to the exclusion of all other units, a patio – or sundeck in the case of C, S and S-1 second floor or carriage house type units – and an attic or overhead storage space, reached by a ladder that pulls down from the ceiling. There is also reserved for the use of each unit a permanent parking space in the covered area below the units type C, S and S-1, with each parking space being designated by a letter corresponding to the letter of the residence unit to which it is assigned.

The limited common areas and facilities shall be administered and maintained by the Board of Trustees of the Association and the expense shall be met by special individual residence unit assessments as provided in Section 1 (c), Article VI of the By-Laws of the Association.

SECTION 10
PERCENTAGE OF INTEREST OF RESIDENCE UNITS

The interest of each residence unit in the common areas and facilities of the Condominium and the respective shares of the owners of such residence units in the common expenses of the Condominium are in the proportion that the fair value of the unit bears to the aggregate value of all of the units as shown on Schedule "I".

SECTION 11
MEMBERSHIP IN COLONY HILL RECREATION ASSOCIATION

(a) Each residence unit owner in Colony Hill Condominium Section Two, and each resident unit owner in any condominium section hereinafter established, within the Development Area, shall automatically be a member of Colony Hill Recreation Association and entitled to all of the privileges and subject to all of the obligations of a member. Declarant, by this Declaration, and all residence unit owners by their acceptance of their deeds, covenant and agree to be bound by the conditions, restrictions and obligations contained in the articles of incorporation and By-Laws of Colony Hill Recreation Association and of the provisions of this section.

(b) An annual assessment shall be levied against residence unit owner-members to provide for insurance, a reserve fund for replacements, maintenance and operation of the swimming pool and community activities building and other facilities of the Recreation Association. Until October 1, 1976 or until 212 residence units within the Development Area are sold by Declarant, whichever first occurs, the annual assessment against residence unit owner-members shall be $39.00 and any balance needed for the purposes provided for herein shall be assessed against and be payable by Declarant. Upon the earlier occurrence of October 1, 1976 or the sale by Declarant of 212 residence units within the Development Area, the expenditures provided for herein shall be met by equal assessments against residence unit owner-members.

(c) In addition to the annual assessments authorized above, the Recreation Association may levy in any assessment year special assessments for the purpose of defraying, in whole or in part, (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or (2) the expense of any other contingencies; provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(d) The special assessments to meet the costs and expenses provided for in sub-paragraph (c) shall be levied against residence unit owner-members in equal amounts, provided that until October 1, 1976 or the sale by Declarant of 212 residence units within the Development Area, whichever first occurs, each residence unit owner-member shall pay 1/212 of the total sum approved to meet the costs and expenses provided for in sub-paragraph (c) and the balance shall be assessed against and be payable by Declarant.

(e) The amount of the annual assessment or of any special assessment provided for in this section, against each residence unit owner and the amount of the annual or any special assessment, if any, against Declarant, as provided for in this section, shall be assessed as a lien at the beginning of each annual assessment period or at the time of special assesement, as the case may be. Each assessment shall be due and payable within thirty (30) days of assessment and, upon default of payment within such period of time, shall be a lien against each residence unit owned by the defaulting owner or against that part of the Development Area, if any, owned by the defaulting Declarant, and the Recreation Association shall be entitled to enforce the payment of said lien according to the laws of the State of Ohio, and to take any other actions for collection from the defaulting parties. Any such lien against a residence unit or against that part of the Development Area, if any, owned by the Declarant shall be subordinate to any recorded first mortgage covering such residence unit or, as the case may be, covering that part of the Development Area, if any, owned by the Declarant.

(f) Both annual and special assessments may be collected on a monthly basis.

SECTION 12
EASEMENTS

(a) There shall be and hereby are reserved, whether or not shown on the Condominium Plat, easements and rights-of-way for the benefit of governmental agencies, authorities and instrumentalities, and for the benefit of public utilities, and for the benefit of Owners Association and for the benefit of residence units, on, under and through the condominium property for the ownership, use, operation, maintenance, repair and replacement of water, sewage, gas, electrical and other facilities, including lines, pipes, wires, valves, switches, etc., and all parts of the condominium property may be entered under reasonable circumstances for maintenance and repair of the aforementioned utilities or of the facilities.

(b) If additional condominium properties (sections) are located within the Development Area or are subsequently developed within the Development Area under the terms of this Declaration, Declarant reserves to itself, its successors and assigns for the benefit of such additional condominium properties and the residence unit owners therein, and hereby grants to Colony Hill Condominium Section Two and the residence unit owners therein, mutual easements and rights-of-way in the land of the respective condominium for pedestrian and vehicular ingress and egress to said respective condominium properties and for the purpose of maintaining, using, repairing and replacing all existing storm sewer systems and roadways used by the residence unit owners in the condominium as ingress and egress to their property and for the purpose of the subterranean installation, maintenance and repair of any pipe, cable, or other conduit of liquids or energy supplying water, sewerage, telephone, radio, television, electricity, heat or other similar services to the condominiums, provided, however, that where the work to be done is other than the repair or replacement of any existing facility, it shall be done only with the written permission of the Condominium Owners Association involved, which permission shall not be unreasonably withheld.

SECTION 13
DRAWINGS OF BUILDINGS AS CONSTRUCTED

Attached hereto as Exhibit "G" is a set of drawings prepared pursuant to Section 5311.07, Revised Code, showing the buildings as constructed on the condominium property.

SECTION 14
AMENDMENT OF DECLARATION

This Declaration shall not be revoked or any of the provisions herein amended without the affirmative vote of unit owners exercising not less than 75% of the voting power of all unit owners provided, however, that residence unit owners and mortgagees of residence units, by acceptance of their deed or mortgage respectively, consent and agree — without separate approval in writing — to the submission of additional condominium sections within the Development Area to the scheme of this Condominium Regime on the terms and subject to the conditions, obligations and rights of residence unit owners as provided herein. Provided, however, that any amendment or termination of this Declaration shall not impair, interfere with or affect the obligations and rights of residence unit owners as a result of their membership in Colony Hill Recreation Association.

IN WITNESS WHEREOF, Columbia Properties, Inc., by Jack L. Wallick, its President, and Sanford Goldston, its Executive Vice President, has executed the foregoing

Declaration the day and year first above written.

Signed and acknowledged in
the presence of:

Norma V. Troy
Witness

Isabel H. Johnson
Witness

COLUMBIA PROPERTIES, INC.

By
Jack L. Wallick, President

By:
Sanford Goldston, Executive Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named COLUMBIA PROPERTIES, INC., by Jack L. Wallick, its President, and Sanford Goldston, its Executive Vice President, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio, this 20th day of September, 1973.

Isabel H. Johnson
Notary Public

ISABEL H. JOHNSON
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES SEPT. 21, 1973

AUDITOR'S ENDORSEMENT

A copy of the foregoing Declaration, together with a set of drawings of the condominium property, provided for in Section 5311.07, Revised Code, have been filed this 3rd day of October, 1973, with the Auditor of Franklin County, Ohio.

Jack J. Warren
Auditor of Franklin County

SCHEDULE I

PROPORTIONATE INTEREST IN COMMON AND LIMITED COMMON AREAS AND FACILITIES OF COLONY HILL CONDOMINIUM, SECTION II

Bldg. No.	Bldg. Type	Unit Description	Unit Number	Unit Value Excluding Closing Costs	Ratio of Unit Value to Total Value
11	B	S1	45	$19,900	0.0262290
		EL	46	20,600	0.0271517
		N	47	21,200	0.0279425
		ER	48	20,600	0.0271517
12	D	S1	49	$19,900	0.0262290
		TL	50	21,800	0.0287333
		R	51	22,400	0.0295241
		TR	52	21,800	0.0287333
13	D	S1	53	$19,900	0.0262290
		TL	54	21,800	0.0287333
		R	55	22,400	0.0295241
		TR	56	21,800	0.0287333
14	D	S1	57	$19,900	0.0262290
		TL	58	21,800	0.0287333
		R	59	22,400	0.0295241
		TR	60	21,800	0.0287333
15	B	C	61	$19,900	0.0262290
		ER	62	20,600	0.0271517
		N	63	21,200	0.0279425
		EL	64	20,600	0.0271517
16	D	S1	65	$19,900	0.0262290
		TR	66	21,800	0.0287333
		R	67	22,400	0.0295241
		TL	68	21,800	0.0287333
17	B	C	69	$19,900	0.0262290
		ER	70	20,600	0.0271517
		N	71	21,200	0.0279425
		EL	72	20,600	0.0271517
18	D	S1	73	$19,900	0.0262290
		TR	74	21,800	0.0287333
		R	75	22,400	0.0295241
		TL	76	21,800	0.0287333
19	B	S1	77	$19,900	0.0262290
		ER	78	20,600	0.0271517
		N	79	21,200	0.0279425
		EL	80	20,600	0.0271517
		TOTAL ALL UNITS		$758,700	1.0000000

EXHIBIT "A"

DEVELOPMENT AREA DESCRIPTION OF

COLONY HILL CONDOMINIUM

Situate in the State of Ohio, County of Franklin, partly in the City of Columbus, and partly in the Township of Franklin, Virginia Military Survey No. 1279 and being all of Third Tract conveyed to Columbia Properties Company, a Partnership, by deed of record in Deed Book 3095, Page 602, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a P.K. nail in the centerline of Hague Avenue at the southeasterly corner of said Third Tract;

Thence S.66°19'88"W., 1671.40 feet to a wood stake at the southwesterly corner of said Third Tract;

Thence N.23°37'25"W., 519.45 feet along the westerly line of said Third Tract to a wood stake at the northwesterly corner thereof;

Thence N.66°15'25"E., 1672.48 feet to a P.K. nail in the centerline of Hauge Avenue;

Thence S.23°30'20"E., 521.50 feet to the place of beginning containing 19.977 acres more or less subject to all easements and restrictions shown of record, and excepting 2.029 acres contained in Hague Avenue and La Vista Drive and shown on the "Dedication of La Vista Drive and Easements" of record in Plat Book 45, Page 94, Recorder's Office, Franklin County, Ohio, and containing a net area of 17.948 acres.

P. E. MARTIN & ASSOCIATES, INC.

Robert M. Spencer

Robert M. Spencer
Registered Surveyor #4108

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EXHIBIT "C"

RECREATION AREA COLONY HILL CONDOMINIUM

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No. 1279 and being part of a 19.977 acre tract, conveyed to Columbia Properties, Inc. by deed of record in Deed Book 3236, Page 218, Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at a point in the southerly line of said 19.977 acre tract, said point being S.66°19'38"W., 407.00 feet from the centerline of Hague Avenue;

Thence S.66°19'38"W., 289.70 feet along the southerly line of said 19.977 acre tract to a point;

Thence N.18°11'17"W., 191.80 feet to a point in the southerly line of proposed LaVista Drive (60 feet in width);

Thence with a curve to the left having a radius of 830.00 feet, the chord of which bears N.78°41'29"E., a chord distance of 45.00 feet to a point of compound curve;

Thence continuing with a curve to the left having a radius of 2030.00 feet, the chord of which bears N.73°49'14"E., a chord distance of 234.95 feet to a point;

Thence S.21°34'16"E., 150.74 feet to the place of beginning containing 1.093 acres.

P. E. MARTIN & ASSOCIATES, INC.

Robert M. Spencer
Registered Surveyor #4108

COLONY HILL

Situate in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No. 1279, and being part of a 19.977 acre tract conveyed to Columbia Properties, Inc. by deed of record in Deed Book 3236, Page 218, Recorder's Office, Franklin County, Ohio, and being particularly described as follows:

Beginning at a point in the northerly line of said 19.977 acre tract, said point being S.66°15'25"W., 319.31 feet from the centerline of Hague Avenue;

Thence S.21°21'15"E., 314.61 feet to a point in the northerly line of La Vista Drive;

Thence with a curve to the right having a radius of 1970.00 feet, the chord of which bears S.72°51'00"W., a chord distance of 294.55 feet to a point of compound curve;

Thence continuing with a curve to the right having a radius of 770.00 feet, the chord of which bears S.83°17'20"W., a chord distance of 165.00 feet to a point;

Thence N.00°33'35"W., 30.00 feet to a point;

Thence S.89°26'25"W., 20.00 feet to a point;

Thence N.00°33'35"W., 45.00 feet to a point;

Thence N.89°26'25"E., 20.00 feet to a point;

Thence N.00°33'35"W., 31.00 feet to a point of curve;

Thence with a curve to the left having a radius of 10.00 feet, the chord of which bears N.45°33'35"W., a chord distance of 14.14 feet to a point of tangent;

Thence N.00°33'35"W., 132.32 feet to a point in the northerly line of said 19.977 acre tract;

Thence N.66°15'25"E., 374.86 feet to the place of beginning containing 2.796 acres.

P. E. MARTIN & ASSOCIATES, INC.

Robert M. Spencer
Registered Surveyor #4108

BY-LAWS
OF
COLONY HILL ASSOCIATION SECTION TWO
(An Ohio Corporation Not For Profit)

ARTICLE I

PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Ownership. The project, located in the City of Columbus, Franklin County, State of Ohio, known as "COLONY HILL SECTION TWO", is submitted to the provisions of Chapter 5311, Revised Code of Ohio.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land).

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to these By-Laws and to the recorded Declaration Establishing A Plan of Condominium For Colony Hill Condominium Section Two (hereinafter called "Declaration").

The mere acquisition or rental of any of the residence units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Membership and Voting. The membership and voting rights of members shall be as follows:

(a) Every person or entity who is a record owner of a condominium residence unit in Colony Hill Condominium Section Two shall be a member of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of a residence unit.

(b) Each member of the Corporation, other than the Class B member as defined in paragraph (c) of this Article, shall be a Class A member and entitled to one vote for each residence unit owned. When more than one person or entity owns a residence unit, all such persons or entities shall be members and the vote for each residence unit shall be exercised as they among themselves determine provided that there shall be no more than one vote for each residence unit.

(c) Columbia Properties, Inc., owner and developer of the real property submitted to condominium ownership in accordance with the Plan Of Condominium For Colony Hill Condominium Section Two, shall be a special Class B member of the Corporation until October 1, 1976, or until 27 residence units (75% of the total number of residence units built on the condominium property) are owned by Class A members, whichever event first occurs, and entitled to exercise three votes for each residence unit (of the total of 36 residence units) unsold to a Class A member. On October 1, 1976, or the earlier occurrence of the sale of 27 residence units to Class A members, the Class B membership shall cease and be converted to a Class A membership.

Section 2. Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean those owners holding 51% of the total votes of all members.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners", as defined in Section 2 of this Article, shall constitute a quorum.

Section 4. Proxies. Votes may be case in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. Corporate Responsibilities. The owners of the units will constitute the Membership of the Corporation (herein referred to as "Membership"). The Membership, acting by and through its Board of Trustees, elected as hereinafter provided, will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project.

Section 2. Place of Meetings. Meetings of the Membership shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Trustees.

Section 3. Annual Meetings. The first annual meeting of the Membership shall be held on November 1, 1974. Thereafter, the annual meetings of the Membership shall be held on the 1st day of November each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Trustees in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Corporation as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Trustees or upon a petition signed by a majority of the owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose

thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners persent, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of committees.
(f) Election of inspectors of election.
(g) Election of Trustees.
(h) Unfinished business.
(i) New business.

ARTICLE IV

BOARD OF TRUSTEES

Section 1. Number and Qualification. The affairs of the Corporation shall be governed initially by a Board of Trustees composed of three persons whose names and addresses are as follows:

Sydney H. Levine	2690 Sherwood Road, Columbus, Ohio 43209
L. J. Phillips	2644 Tareytown Drive, Grove City, Ohio 43123
Roger W. Murphy	1915 Tamarack Circle South, Apt. 104, Columbus, Ohio 43229

Such initial trustees shall hold office until November 1, 1974 or until the earlier sale by Declarant of 27 residence units or until their earlier resignation, death or removal by Declarant. Any vacancy may be filled by Declarant.

On November 1, 1974, or the sale by Declarant of 27 residence units, the membership of the Board of Trustees shall be increased to nine members who shall be elected by the Members of the Association (which meeting shall constitute the first annual meeting) in accordance with and subject to the terms of Section 5 of this Article.

Section 2. Powers and Duties. The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Corporation and shall have the specific power to adopt rules and regulations governing the operation and use of the condominium property, or any part thereof, and to adopt and publish reasonable rules governing the actions and conduct of unit owners and guests of the condominium property and generally may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolution of the Membership, the Board of Trustees shall be responsible for the following:

(a) Care, upkeep and surveillance of the project and the common areas and facilities and the limited common areas and facilities.

(b) Collection of monthly assessments from the owners.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the limited common areas and facilities.

Section 4. Management Agent. The Board of Trustees may employ a manager or may contract on behalf of the Corporation with any person, firm or corporation to conduct the day to day business of the Corporation and to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Membership the term of office of three members of the Board shall be fixed at three (3) years.

The term of office of three members of the Board shall be fixed at two (2) years, and the term of office of three members of the Board shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board, his successor shall be elected to serve a term of three (3) years. The members of the Board shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Trustees caused by any reason other than the removal of a member of the Board by a vote of the Membership shall be filled by vote of the majority of the remaining Board members, even though they may constitute less than a quorum; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Membership.

Section 7. Removal of Board Members. At any regular or special meeting duly called, any one or more of the Board members may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been proposed by the owners shall

be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Trustees shall be held within ten (10) days of election at such place as shall be fixed by the Board of Trustees at the meeting at which such Board was elected, and no notice shall be necessary to the newly elected Board members in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Trustees may be held at such time and place as shall be determined, from time to time, by a majority of the members of the Board, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Trustees shall be given to each Board member, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Trustees may be called by the President on three days notice to each Board member, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Trustees shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Board members.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Trustees, any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Trustees' Quorum. At all meetings of the Board of Trustees, a majority of Board members shall constitute a quorum for the transaction of business, and the acts of the majority of Board members present at a meeting at which a quorum is present shall be the acts of the Board of Trustees. If, at any meeting of the Board of Trustees, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Trustees shall require that all officers and employees of the Corporation handling or responsible for Corporation funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Corporation shall be a President,

a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by, and from the Board of Trustees. The Board of Trustees may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Corporation shall be elected annually by the Board of Trustees at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Trustees, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Trustees, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Membership and the Board of Trustees. He shall have all of the general powers and duties which are usually vested in the office of president of a Corporation, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Trustees shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Trustees.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Membership he shall have charge of such books and papers as the Board of Trustees may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Corporation in such depositories as may from time to time be designated by the Board of Trustees.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 1. Assessments.

(a) Each owner of a residence unit within the condominium property, and

the Declarant for each residence unit owned by it within the condominium property, shall pay an annual assessment, in the proration set forth in Schedule I to the Declaration, to provide for the repair, maintenance, operation, management and administration of the common properties and facilities including, but not by way of limitation, the payment of taxes and insurance for the common properties and facilities, a reserve fund for replacements, the cutting of grass, the repair and maintenance of streets and sidewalks and the removal of snow, and to provide for the operation, management and administration of the Corporation.

(b) In addition to the annual assessments, the Board of Trustees may levy in any assessment year special assessments, in the proration set forth in Schedule I of the Declaration, for capital improvements including, but not by way of limitation, the construction, reconstruction or replacement of any buildings, improvements, structures and personal property and fixtures related thereto which are a part of or will become a part of the common area and facilities.

(c) A special individual residence unit assessment may be levied by the Board of Trustees to pay for the repair and maintenance by the Corporation of the limited common area or facility reserved for the use of such residence unit or the exterior portion of the residence unit (in the event that such repair or maintenance of the exterior portion of a residence unit is necessitated by the willful or negligent act of the owner, his family, or invitees) to prevent said limited common area or facility or said exterior portion from having a detrimental effect upon other residence units, the common areas, or the full comfort and enjoyment of other residence unit owners.

(d) Assessments may be collected on a monthly basis.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All maintenance and repair within a unit and all maintenance and repair of internal installations such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, and all other accessories belonging to the unit, and the maintenance and repair of the limited common area or facility reserved for the use of a residence unit shall be at the owner's expense.

(c) An owner shall reimburse the Corporation for any expenditures incurred

in repairing or replacing any common area and facility damaged through his fault.

Section 3. Use of Residence Units - Internal Changes.

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his unit or installations located therein, without previously notifying the Corporation in writing, through the Management Agent, if any, or through the President of the Board of Trustees, if no management agent is employed or hired. The Corporation shall have the obligation to answer within fifteen days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Use of Common Areas and Facilities and Limited Common Areas and Facilities. An owner shall not place or cause to be placed in the lobbies, vestibules, stairways and other project areas and facilities of a similar nature both common and limited, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

Section 5. Right of Entry.

(a) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Trustees or the Membership in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

(a) No resident of the project shall post any advertisements, or posters of any kind, in or on the project except as authorized by the Corporation.

(b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping domestic animals will abide by the Municipal Sanitary Regulations.

(c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the project.

(d) It is prohibited to dust rages, etc. from the windows, or to clean rugs, etc., by beating on the exterior part of the project.

(e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Corporation.

ARTICLE VII

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Membership in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by the owners representing at least 75% of the total vote of the membership.

ARTICLE VIII

MORTGAGEES

Section 1. Notice to Corporation. An owner who mortgages his unit, shall notify the Corporation through the Management Agent, if any, or the President of the Board of Trustees in the event there is no Management Agent, the name and address of his mortgagee; and the Corporation shall maintain such information in a book entitled "Mortgagees of Units".

Section 2. Notice of Unpaid Assessments. The Corporation shall, at the request of a mortgagee of a unit, report any unpaid assessments due from the owner of such unit.

ARTICLE IX

COMPLIANCE

These By-Laws are set forth to comply with the requirements of Chapter 5311, Revised Code of Ohio. In case any of these By-Laws conflict with the provisions of said statutes, it is hereby agreed and accepted that the provisions of the statutes will apply.

COLUMBIA PROPERTIES, INC. -
SOLE INCORPORATOR

Dated: September 20, 1973

By: _____
Jack L. Wallick, President
(Pursuant to Section 1702.10, Revised Code of Ohio)

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SUBMISSION OF MORTGAGEE

The undersigned, BUCKEYE FEDERAL SAVINGS AND LOAN ASSOCIATION, is mortgagee of the premises described in the Declaration Establishing a Plan of Condominium for Colony Hill Condominium Section Two (hereinafter referred to as the "Declaration") which is recorded in Deed Book _____, Pages _____ through _____, of the records of Franklin County, Ohio, by virtue of a mortgage deed from Columbia Properties, Inc. to Almour Securities, Inc. dated May 24, 1972, recorded in Mortgage Record 3274, Page 95, of the Records of Franklin County, Ohio, and assigned to Buckeye Federal Savings and Loan Association by marginal assignment.

The undersigned hereby submits its mortgage, aforesaid, to the Declaration and the drawings attached hereto and to the By-Laws of Colony Hill Association Section Two and to the provisions of Chapter 5311, Revised Code of Ohio, provided that its lien on each Residence Unit in Colony Hill Condominium Section Two and the interest of each Residence Unit in the Common Areas and Facilities thereto shall not be released hereby.

Signed and acknowledged in the presence of:

Charles V. Sexton, Jr.

Virginia Chesser

BUCKEYE FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Lloyd N. Brown
Lloyd N. Brown, Senior Vice President

By: Boyd H. Ross
Boyd H. Ross, Assistant Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BEFORE ME, a Notary Public in and for said County, personally appeared Lloyd N. Brown the Senior Vice President and Boyd H. Ross the Assistant Vice President of Buckeye Federal Savings and Loan Association, who, being duly sworn, acknowledged that they did execute the foregoing instrument and that the same was their free act and deed individually and as such officers and the free act and deed of said Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of September, 1973.

Charles V. Sexton, Jr. Notary Public
State of Ohio

This instrument prepared by:
Larry H. Snyder, Attorney at Law, 209 South High Street, Columbus, Ohio 43215