27265C04

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DUBLIN GREEN CONDOMINIUM

(Phase 1)

DECLARATION OF CONDOMINIUM OWNERSHIP

I hereby certify that copies of the within Declaration, together with the drawings and Bylaws attached as Exhibits thereto, have been filed in the Office of the Franklin County, Ohio Auditor.

Date: August 23, 1994

Franklin County Auditor

By Thomas m. Lang
Deputy

154357

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FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 61 PAGE 6-13

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EXHIBITS

Exhibit A	Legal Description of Parcel 1
Exhibit B	Legal Description of Parcel 2 ("Additional Property")
Exhibit C	Drawings
Exhibit D	Bylaws of Dublin Green Condominium Owners' Association, Inc.
Exhibit E	Percentage Ownership in Common Areas and Facilities
Exhibit F	Declaration of Covenants, Easements and Restrictions ("Roadway Easement")

DECLARATION OF CONDOMINIUM OWNERSHIP FOR DUBLIN GREEN CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that

A. Hills Building & Construction Services No. 3, Inc., an Ohio corporation, ("Declarant") is the owner in fee simple of Parcel 1A and Parcel 1B described in Exhibit A attached hereto and made a part hereof (Parcels 1A and 1B hereinafter shall collectively be referred to as "Parcel 1"). Declarant is also the owner in fee simple of Parcel 2 described in Exhibit B attached hereto and made a part hereof ("Parcel 2" or the "Additional Property"); and

B. It is the desire and intention of Declarant to enable Parcel 1, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind situated on Parcel 1, and all easements, rights, appurtenances and privileges belonging or pertaining to Parcel 1, including, without limitation thereto, all easements now or hereafter benefiting Parcel 1 and subject to easements and restrictions of record (the "Condominium Property"), to be owned under and pursuant to that certain type of ownership commonly known as "Condominium" and to subject and submit the Condominium Property to the provisions of Chapter 5311, Ohio Revised Code; and

C. Declarant or its successors and assigns may desire for some part or all of Parcel 2, together with all buildings, structures, improvements and other permanent fixtures that may be constructed thereon and all easements, rights, appurtenances and privileges belonging or pertaining thereto, including, without limitation, all easements now or hereafter benefiting Parcel 2, to be owned pursuant to the type of ownership known as Condominium and to submit such property to the provisions of Chapter 5311, Ohio Revised Code, in which event the term "Condominium Property" shall include all such property; and

D. Declarant further desires to establish for the mutual benefit of Declarant and all future owners, mortgagees or occupants of any part or all of the Condominium Property, which shall be known as "Dublin Green Condominium," certain easements and rights, in, over and upon such Condominium Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

E. Declarant desires and intends that Declarant and the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Condominium Property shall at all times enjoy the benefits of, and shall hold their interest therein subject to the rights, reservations, obligations, conditions, covenants, easements, privileges and restrictions hereinafter set forth in this Declaration, in the drawings attached hereto as

Exhibits C-1 through C-8 and made a part hereof, and in the Bylaws of Dublin Green Condominium Owners' Association, Inc., attached hereto as Exhibit D and made a part hereof (the "Bylaws"), all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Condominium Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Condominium Property.

NOW, THEREFORE, Declarant, as the owner in fee simple of the Condominium Property, hereby makes the following Declaration as to the divisions, covenants, restrictions, limitations, conditions and uses to which the Condominium Property may be put, hereby specifying that this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners of all or any part of the Condominium Property, together with their respective grantees, lessees, heirs, executors, administrators, devisees, mortgagees, successors and assigns:

ARTICLE 1

Establishment of Condominium Ownership and Division of Condominium Property

1.1 Submission of Condominium Property to Chapter 5311, Ohio Revised Code. Declarant, in order to establish a plan of condominium ownership for the Condominium Property, hereby submits the Condominium Property to the provisions of Chapter 5311, Ohio Revised Code. The project will initially include fifty-two (52) residential units, which units are hereby divided into fifty-two (52) separately designated and legally described freehold estates, hereinafter sometimes described and referred to as "Units".

All of the buildings of the Condominium will be constructed principally of concrete, wood, plywood, glass, exterior siding, brick and fiberglass roof shingles. The buildings will be two (2) and three (3) story multi-family buildings. The buildings will be constructed with nine (9) inches of blown-in insulation in the roof over the top floor of each building which will have an R-30 value and 3½ inch thick fiberglass batt insulation at exterior bearing walls and all exterior sidewalls, which, together with the exterior siding, the insulation board, the vapor barrier and the interior drywall shall have R-14.6 value, and exterior sidewalls, which together with the brick, the insulation board, the vapor barrier, and the interior drywall shall have an R-18.5 value.

The Declarant may create on the Condominium Property, including the Additional Property, (i.e., Parcel 2) the following two types of Units. Model type "Adams" Units are one story ranch Units consisting of one kitchen, one living room/dining room, one

utility room, two bedrooms, two bathrooms and either a patio or balcony and consist of approximately 1,120 square feet. Model type "Taft" Units are one story ranch Units consisting of one kitchen, one living room/dining room, one den, one utility room, two bedrooms, two bathrooms and either a patio or balcony and consist of approximately 1,440 square feet. The Declarant reserves the right to modify the existing model types and/or create additional Unit types. Any Units built on the Additional Property and added to the Condominium Property shall be consistent with the above-described Units in structure type and quality of construction.

The locations, together with the particulars of the buildings, and the layout, location, designation, dimensions, area and number of rooms of the Units and the Common Areas and Facilities are shown graphically on the set of drawings attached hereto as Exhibits C-1 through C-8. This set of drawings was prepared by and bears the certified statement of Thomas D. Sibbalds, registered surveyor, and David A. Hussey, registered engineer, as required by Section 5311.07, Ohio Revised Code. The separate drawings are hereinafter referred to by reference to the exhibit page designations thereon. These drawings may be amended pursuant to the provisions of Article 11 hereof when and if any part or all of Parcel 2, together with any improvements thereon, is added to the Condominium Property.

The balance of the Condominium Property which may include, without limitation thereto, sidewalks, decks, patios, balconies, storage spaces located outside of the Units, the uncovered parking spaces, driveways, roadways, foundations, columns, girders, beams, supports, supporting walls, roofs, halls, corridors, stairs, stairways, fire escapes, entrances and exits of buildings, yards, gardens, parking areas, landscaping, garages, pumps, motors, fans, compressors, ducts, all Recreational Facilities (as hereinafter defined) and in general all appurtenances and installations existing for common use, and all land and all rights and easements benefitting the land, consists of one freehold estate, hereinafter described and referred to as the "Common Areas and Facilities."

Included in the Common Areas and Facilities, but restricted to the exclusive use of the designated owners of the Units which are adjacent thereto or assigned to such owners, are certain Limited Common Areas and Facilities ("Limited Common Areas and Facilities") which include without limitation, all patios, balconies, decks, storage closets located outside of the Units, garage spaces, and any parking spaces which are designated as Limited Common Areas and Facilities in the drawings attached to the Declaration as being solely for the use of one Unit to the exclusion of other Units, or pursuant to rules and regulations adopted by the Association, as well as any electrical, plumbing, utility lines and pipes and other connections or fixtures which are a part of or are located in the

Common Areas and Facilities but which are entirely for the benefit of or which serve one Unit.

One open parking space per Unit is available to be assigned to each Unit owner by deed, and the exclusive right to a garage space may be purchased with all Units on a "first come, first served" basis until all available garage spaces have been sold. Unit owners who purchase an exclusive right to a garage space shall be required to pay a special garage maintenance assessment (the "Garage Assessment"), which shall be based on the Unit owner's proportionate share of the budgeted expenses that will be incurred by the Association to maintain the garages, plus an amount for the garage reserve fund as determined by the Board. There are also other uncovered parking spaces for guests parking.

1.2 Units. Each of the Units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by the underside of any interior finished surface, or if unfinished, the top side of any interior surface of the floor of the Unit; the underside of the finished surface or, if unfinished, the interior surface of any perimeter wall of the Unit; and the underside of the finished surface or, if unfinished, the interior surface of the ceiling of the Unit; with all of the above projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions as may be necessary to form a complete enclosure of space with respect to any such Unit; with the dimensions, layouts and descriptions of each such Unit being shown on the drawings attached hereto as Exhibits C-1 through C-8, and including, without limitation:

1.2.1 The plasterboard (i.e., "drywall") and the finished surfaces, including paint, lacquer, varnish, wallpaper, tile, paneling, carpeting and any other finishing material(s) or items applied to the interior surface of any perimeter walls, interior walls, floors and ceilings, and the perimeter wall itself if it adjoins a perimeter wall of another Unit.

1.2.2 All windows, window sashes, window frames and interior and exterior window trim and molding; all doors including door frames in the interior and perimeter walls and doorsills together with all glass therein; all parts of any sliding glass doors and of any dual glaze window glass or other multi-thickness glass; and the space occupied by all of the foregoing items in this paragraph 1.2.2.

1.2.3 All fixtures, including, without limitation thereto, built-in bathroom cabinets and kitchen cabinets, smoke detectors, built-in fireplaces, built in appliances, refrigerators, ranges, utility and service lines, mechanical, electrical, plumbing and all other equipment and systems installed for the sole and exclusive use of the Unit lying within the bounds of the Unit as

defined herein, and all heating and air cooling systems and equipment installed for the sole and exclusive use of the Unit and located within or outside the bounds of the Unit as defined herein.

1.2.4 The space within all fixtures located within the bounds of a Unit and the space occupied by the fixtures themselves.

1.2.5 All unenclosed space if any, within or occupied by structural parts of the buildings which may project into the Unit, as defined above, from the top side of the floor of the Unit to the underside of the finished surface or, if unfinished, the interior surface of the ceiling of the Unit and including, by way of illustration, but not by way of limitation, the space within any built-in cabinets.

1.2.6 All space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the buildings and by utility pipes, wires and conduits; but excepting therefrom all structural portions of the buildings and all utility pipes, wires and conduits (except for those referred to in Paragraph 1.2.3 above) lying within the bounds of the Unit as above defined.

Supporting walls, fixtures and other parts of the building that are within the boundaries of a Unit but which are necessary for the existence, support, maintenance, safety or comfort of any other part of tne Condominium Property are not part of a Unit.

1.3 Common Areas and Facilities.

1.3.1 Description of Common Areas and Facilities. The entire balance of the land and improvements thereon, and rights appurtenant thereto including, but not limited to, all easements now or hereafter benefiting such land, buildings, foundations, roofs, roof truss space, main and supporting walls (excluding walls included in a Unit under Section 1.2 above), the space between perimeter walls of adjoining Units, columns, girders, beams, storage spaces not included in Units, decks, patios, balconies, parking areas, halls, corridors stairs, stairways, fire escapes, entrances and exits of buildings, grassy areas, garage spaces, privacy fences, driveways, roadways, pumps, trees, lawns, fences, pavement, sidewalks, and all water supply, utility, sewer, mechanical, electrical, plumbing service and other types of equipment, systems, lines, pipes, wires and conduits (except those which are a part of any Unit referred to in Section 1.2 above), now or hereafter situated on the Condominium Property, are hereby declared and established as the Common Areas and Facilities.

1.3.2 Limited Common Areas and Facilities. Included in the Common Areas and Facilities, but restricted to the use of the owners of the Units to which such areas and facilities are

adjacent and appurtenant and to the use of the heirs, successors and assigns of such Unit owners are the following items which shall be known as "Limited Common Areas and Facilities": all patios, balconies, decks, storage closets located outside of Units, garage spaces and any parking spaces which are designated as Limited Common Areas and Facilities as being solely for the use of such Unit to the exclusion of the other Units as shown on the drawings attached hereto as Exhibits C-1 through C-8 and/or pursuant to rules and regulations adopted by the Board of Managers of the Association (the "Board of Managers" or "Board") from time to time (the "Rules and Regulations"). All electrical fixtures (other than light poles), utility pipes and lines, wires, conduits, ducts, faucets, shower heads, plugs, connections or fixtures, as defined by the laws of the State of Ohio, and all replacements thereof which are a part of or are located in the Common Areas and Facilities, but which are entirely for the benefit of or to serve one Unit, shall also be Limited Common Areas and Facilities, reserved for the exclusive use of the Unit which they serve.

1.3.3 Ownership and Use of Common Areas and Facilities. Each owner of a Unit shall own an undivided interest in the Common Areas and Facilities as a tenant in common with all other such owners and, except as otherwise limited in this Declaration, in the Bylaws and in the Rules and Regulations, each Unit owner shall have the right to use the Common Areas and Facilities for all purposes incident to the use and occupancy of his or her Unit as a place of residence. Each owner of a Unit shall have the right to all other incidental uses permitted by this Declaration, the Bylaws and the Rules and Regulations including ths nonexclusive easement, together with other Unit owners, to the use and enjoyment of the Common Areas and Facilities and for ingress and egress to and from the respective Units, which rights shall be appurtenant to and shall run with his or her Unit. Any assignment, conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Areas and Facilities will be void unless the Unit to which that interest is allocated is transferred therewith.

The extent of such ownership in the Common Areas and Facilities is hereby deemed to be, and expressed by, the percentage amount hereinafter set forth. Units within an established square footage range shall be deemed to have the same square footage. A Unit's percentage interest in the Common Areas and Facilities is based on the proportion that the deemed square footage of such Unit bears to the aggregate deemed square footage of all the Units. The Declarant and the Association reserve the right to round-up or round-down the percentages of ownership in the Common Areas and Facilities for any one or more Units in order that the total percentages of ownership equal one hundred percent (100%). The percentage interests shall remain constant and shall not be changed except by an amendment pursuant to Article 11 of this Declaration

or by an amendment to this Declaration unanimously approved by all Unit owners affected by such change. Until amended in one of the ways provided in the immediately preceding sentence, the percentage of ownership of the Common Areas and Facilities attributable to the ownership interest in each Unit and for the division of common surplus and expenses as hereinafter described in Section 5.6 of this Declaration, shall be as set forth in Exhibit E attached hereto.

1.3.4 Definition of Declarant. Whenever the term Declarant is used in this Declaration or in the Bylaws, it shall mean Hills Building & Construction Services No. 3, Inc., prior to the Grantee Turnover Date as that term is hereinafter defined. After the Grantee Turnover Date, the term Declarant shall mean any party to which the Declarant has conveyed all its right, title and interest in and to the Condominium Property and Parcel 2. Such conveyance shall be deemed to be an assignment of all the Declarant's rights hereunder, unless a contrary intention is expressly stated in the instrument of conveyance. The "Grantee Turnover Date" shall be the date when the above-described conveyance is recorded in the Franklin County, Ohio Recorder's office.

1.3.5 The Community and Recreational Facilities. The Declarant has not constructed any community or recreational facilities on the Condominium Property. The Declarant is constructing certain common community and recreational facilities, including a swimming pool, clubhouse and tennis courts ("Recreational Facilities") on part of the Additional Property described as Parcel 2 that may be added in the future to the Condominium Property. The Unit owners shall have the right, easement, and privilege of using these Recreational Facilities subject to the Rules and Regulations, and each Unit owner's condominium assessment shall include its pro rata share of the maintenance of such Recreational Facilities. Declarant may, but is not under any obligation to, construct additional recreational facilities on Parcel 2. The Declarant may, but is not required to submit the Recreational Facilities to the Declaration nor is it required to submit any additional recreational facilities that it may construct to the terms of this Declaration.

The Declarant hereby reserves an easement, for itself, its successors and assigns, to use any community facilities which are now a part of or which may, along with any Recreational Facilities, hereafter be added by Declarant to the Condominium Property, together with the right of ingress and egress thereto, which easement may be assigned, transferred, or conveyed by the Declarant at any time prior to the earlier of five (5) years after the date of incorporation of the Association or the date when the Declarant first holds less than twenty-five percent (25%) of the total voting power in the Association, to any parties who may hereafter own or occupy residential units located hereafter on

Parcel 2; provided that Declarant, by assignment, grant or otherwise shall not cause a total of more than one hundred eighty (180) Unit owners (including Unit owners or owners or occupants of separate residential units located on Parcel 2) to have the right to use said Recreational Facilities as of the date of such assignment, grant or transfer, and provided, further, that no such assignment, grant or transfer shall be effective unless the Declarant has complied with the requirements of the last sentence of the last paragraph of this Section 1.3.5. This easement shall, without limitation, specifically allow the Declarant to use any clubhouse as a sales office and the Recreational Facilities for promotional purposes.

The Association shall be responsible for the payment of the percentage of all operating, maintenance, repair, insurance, and reasonable contingencies and replacements and reserve expenses for such community and Recreational Facilities equal to the percentage of the number of Unit owners over the total number of all assessable parties/residential units entitled to use any such Recreational Facilities. The Association shall assess the Unit owners for such expenses as set forth in Article 5 hereof. To the extent that Declarant grants to parties other than the Unit owners and their respective family members, lessees, invitees and successors in interest the right to use any such community and Recreational Facilities, such other parties shall each pay to the Association an equal share of that percentage of those expenses not required to be paid by the Association members. All Unit owners and other parties who have the right to use any such community and Recreational Facilities shall pay their respective assessments as stated in this paragraph whether or not they actually use any such Recreational Facilities, and the Association shall have all rights and remedies with respect to such assessments as it has with respect to other assessments against Unit owners. Declarant shall establish restrictions in connection with the conveyance or lease of any part of Parcel 2 to any party who does not thereby become a member of the Association and who becomes entitled to use such Recreational Facilities providing that: (a) such party, his lessees, successors and assigns, and the part of Parcel 2 thereby conveyed or leased, shall be subject to the same rules, regulations, assessments, and other provisions of this Declaration and the Bylaws, related to such use, and to the maintenance, repair and replacement of such Recreational Facilities, as Unit owners, whether or not such party exercises such right of use; and (b) that a lien can be imposed on and enforced against the property being conveyed or leased if any such assessments are not paid when due in the same manner and to the same extent that such a lien could be imposed on and enforced against a member of the Association.

1.3.6 Partition. There shall be no partition of the Common Areas and Facilities through judicial proceedings or otherwise until this Declaration is terminated and the Condominium

Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; except for the situation described in the next following paragraph, such a termination requires the unanimous affirmative vote of all Unit owners.

If any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners. No Unit may be partitioned or subdivided without the prior written consent of the first mortgagee on such Unit. No owner may sever his or her ownership in the Common Areas and Facilities which is appurtenant to his or her Unit.

1.3.7 Regulation of Use of and Management of Common Areas and Facilities.

1.3.7.1 Regulation by Association. No person shall use the Common Areas and Facilities or any part thereof in any manner contrary to or not in accordance with the Rules and Regulations, or in any way that will adversely affect or cause any reduction in value of any other property owned by Declarant. Without in any manner intending to limit the generality of any other provisions of the Declaration or the Bylaws, and subject to the provisions of Articles 2 and 4 of the Declaration, and to any other provisions of the Declaration and any exhibits thereto dealing with the Common Areas and Facilities, the Rules and Regulations may limit the use of the Common Areas and Facilities to members of the Association and their respective families, permitted lessees, guests, invitees, servants, heirs and assigns, as well as provide for the exclusive use by a Unit owner, members of his or her family, permitted lessees, invitees, servants, his or her guests, and his or her heirs and assigns of Limited Common Areas and Facilities. Such exclusive use may be conditioned upon, among other things, the payment by the Unit owner of such assessment as may be established by the Association for the purpose of defraying the costs thereof. Subject to the provisions of the Declaration, the Bylaws and the Rules and Regulations, all Unit owners may use the Common Areas and Facilities in such manner as will not restrict, interfere, or impede with the use thereof by the other owners.

1.3.7.2 Management, Maintenance, Repairs, Alterations and Improvements. Except as otherwise provided herein, management, maintenance, repair, alteration and improvement of (i) the Common Areas and Facilities which are not Limited Common Areas and Facilities, including without limitation the exterior of all buildings, doors, window and door trim (except glass which is a part of a Unit) all Recreational Facilities

and all yards and grassy areas, all roadways, and parking areas; (ii) those parts of the Limited Common Areas and Facilities and Units which contribute to the support of any building excluding the interior wall, ceiling and floor surfaces; and (iii) all garages, parking spaces, patios, balconies and garages which are Limited Common Area shall be the responsibility of the Association.

The Association shall fulfill this responsibility to maintain the Common Areas and Facilities and all other property which is required to be maintained by the Association in a good state of repair by either providing self management or by entering into a management contract with a competent professional management company (the "Manager"). These services include trash removal, lawn and private roadway maintenance and other services related to the Common Areas and Facilities. The Declarant reserves the right to execute a management contract with a Manager whereby such Manager will assume the management, on behalf of the Association, of the Common Areas and Facilities for an agreed upon management fee. Any such management contract shall have an initial term of one year, subject to the rights of either party to cancel the contract without payment of a termination fee upon giving the other party ninety (90) days prior written notice, and may be renewed by a vote of the Association.

If professional management has been required by any Eligible Mortgagee (as hereinafter defined) or by any insurer or guarantor of an Eligible Mortgagee's mortgage ("Eligible Mortgage"), the Association may not assume self-management without the prior consent of Unit owners holding not less than seventy-five percent (75%) of the total voting power in the Association and of eligible Mortgagees holding first mortgages on Units having not less than fifty-one percent (51%) of the total voting power of all Units on which an Eligible Mortgage exists ("Required Eligible Mortgagee Vote").

ARTICLE 2

General Provisions as to Units, Common Areas and Facilities

2.1 Maintenance of Units and Common Areas and Facilities.

2.1.1 By The Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all portions of the Common Areas and Facilities that are not Limited Common Areas and Facilities and of those portions of each Unit and of the Limited Common Areas and Facilities which contribute to the support of the buildings, excluding, however, any surface of interior walls and of ceilings and floors of the Unit. This shall include without limitation, the maintenance, repair,

replacement and painting of: (a) all roadways, driveways, and uncovered parking spaces; (b) all yards and grassy areas; (c) the exterior of all buildings (including, but not limited to, the exterior brick facade), window and door trim and other improvements which are a part of the Condominium Property, except glass and screens which are a part of a Unit; and (d) fire walls. In addition the Association shall maintain, repair and replace: (a) the patios, balconies, decks, storage areas, garage spaces and parking spaces which are a part of the Limited Common Areas and Facilities; (b) all conduits, ducts, utility pipes, plumbing, wiring, and other facilities that are a part of or located in, or for the furnishing of utility services to, the Common Areas and Facilities and which are not Limited Common Areas and Facilities reserved for the exclusive use of a single Unit, and (c) all other property which is required to be maintained by the Association in a good state of repair.

2.1.2 Unit Owner. The responsibility of each Unit owner shall be as follows:

2.1.2.1 To maintain, keep in good order, repair and replace at his or her expense all portions of his or her Unit, including all doors (including garage doors), windows, glass and screens, except as provided above in Section 2.1.1, and all internal and external installations of such Unit such as appliances, smoke detectors, heating, ventilating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities serving only his or her Unit.

2.1.2.2 To maintain, replace and repair all Limited Common Areas and Facilities reserved for the exclusive use of his or her Unit including, without limitation thereto, storage areas, chimneys, if any, dryer vents, and all other associated structures and fixtures which are appurtenances to his or her Unit, excluding, however, the exterior and other painting, maintenance, replacement and repair to be done by the Association pursuant to Section 2.1.1 hereof and the other provisions of the Declaration. The foregoing responsibilities of each Unit owner include, without limitation thereto, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances except said excluded items.

2.1.2.3 To perform his or her responsibilities in such manner so as not unreasonably to disturb other members of the Association.

2.1.2.4 Not to paint or otherwise decorate or change the exterior appearance of any doors, windows, door or window trim or of any patios, decks, balconies, garages or of

any portion of the buildings or other improvements not within the walls of the Unit, unless the prior written consent of the Association is obtained. Nothing may be hung or displayed on the outside of windows or walls or on the roof of a building other than directional signs concerning the use of the Common Areas and Facilities and other than the signs, if any, permitted pursuant Section 4.11 hereof or pursuant to the Rules and Regulations. No Unit owner may hang anything inside or outside his or her window and/or patio door which will show any color other than white or beige tones on the outside. No clothes, laundry or other articles shall be hung out or exposed on any part of the Common Areas and Facilities, including without limitation the patios, decks and balconies. All trash, garbage or other rubbish shall be deposited in special covered sanitary containers purchased by and at the expense of the Unit owners at the direction of the Association or in such other sanitary containers as the Association may at its discretion so instruct. No open fires, other than charcoal grill fires or other similar cooking devices located within the Limited Common Areas and Facilities, are permitted in any part of the Condominium Property.

2.1.2.5 To report promptly to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association or with another Unit owner.

2.1.2.6 Not to make any alterations in the portions of the Unit or the buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the buildings, including, without limitation thereto, any repair to or alteration of any fire walls without first obtaining the written consent of the Association. No Unit owner shall impair any easement without first obtaining the written consents of the Association and of the Unit owner or owners for whose benefit such easement exists.

2.1.3 No Personal Liability of Managers and Officers. Nothing contained in this Declaration, the Bylaws of the Association, or in any rules and regulations enacted pursuant thereto shall be construed so as to impose personal liability upon any member of the Board of Managers, or any officer of the Association, as such Board member or officer for the maintenance, repair and/or replacement of any Unit or of any part of the Common Areas and Facilities, or give rise to a cause of action against any of them. None of the Board members or officers shall be liable in their capacities as such Board members or officers for damages of any kind, other than damages from their own willful misconduct or bad faith. The Association shall indemnify every Board member and

officer against such liability, other than willful misconduct or bad faith, with insurance coverage which shall be paid for by the Association.

2.2 Repairs to Common Areas and Facilities Necessitated by Unit Owner's Acts. Each Unit owner shall be deemed to agree by acceptance of delivery of a Deed to a Unit, to repair and/or replace at his or her expense all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of his or her own intentional or negligent act or omission, or by the intentional or negligent act or omission of any invitee, tenant, licensee, family member or guest of such owner or of such tenant, invitee or licensee, including, but not limited to, any repairs necessary which result from damage incurred by pets or vehicles owned by the Unit owner, or owned by any guest, invitee, tenant or licensee of such Unit owner.

2.3 Construction Defects. The obligation of the Association and of the Unit owner to repair, maintain and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property.

2.4 Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Unit owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Unit owner in performing its, his or her obligation hereunder.

2.5 No Severance of Ownership. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to his or her Unit ownership without including therein both his or her interest in the Unit and his or her corresponding percentage of ownership in the Common Areas and Facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser of a Unit, description by Unit number and reference to this Declaration and to the attached drawings, and to any amendments thereof, shall be adequate to convey the fee simple title thereto together with the percentage interest in and to the Common Areas and Facilities.

2.6 Easements.

2.6.1 Encroachments. If, by reason of the construction, settlement or shifting of the buildings or by reason of the partial or total destruction and rebuilding of the buildings, any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities, or, if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an owner to use or occupy, for normal uses and purposes, any portion of the Common Areas and Facilities, consisting of unoccupied space within the building and adjoining his or her Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit presently encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit if such encroachment occurred due to the willful conduct of such owner.

2.6.2 Additional Easements. It is intended that the boundaries for each Unit are the underside of any interior finished surface and the top side of any interior unfinished surface of the floor of the Unit; the underside of the finished surface or, if unfinished, the interior surface of any perimeter wall of the Unit; and the underside of the finished surface or, if unfinished, the interior surface of the ceiling of the Unit; with all of the above projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions as may be necessary to form a complete enclosure of space with respect to any such Unit. However, errors may have occurred in the actual placement of perimeter walls during the course of construction. Whenever improvements on the Condominium Property, including walls, are not precisely where they should be to create the boundary line intended, there shall be by virtue of the provisions hereof, all such easements as may be necessary or appropriate in order to place each party in the same position as though such improvements were precisely where they should be to create the boundary line intended. Further, and without limitation of the foregoing, the legal description of the Units concerned may be changed or amended, and each of the owners concerned shall without further consideration execute and deliver all such conveyances or other instruments as may be necessary or appropriate so as to place the boundary line concerned precisely where it should be, or, alternatively, each of the Unit owners concerned shall without further consideration execute and deliver all such grants of

easement and other and further documents as may be necessary or appropriate.

Every Unit and every part of the Common Areas and Facilities shall have an easement for lateral and subjacent support from every other Unit and all other parts of the Common Areas and Facilities.

2.6.3 Maintenance Easements. The owner of each Unit shall be subject to easements for access arising from necessity of maintenance or operation of the Condominium Property and Additional Property. Any damage or destruction of the Condominium Property resulting from the Association's or Declarant's utilization of such easement (including the easements set forth in Sections 2.6.4 and 2.6.5) shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the Association or Declarant respectively. The owner of each Unit shall have the permanent right and easement to and through the walls which are not a part of his or her Unit under Section 1.2 and through the Common Areas and Facilities for the use of water, sewer, electrical, and other utilities now or hereafter existing within the Common Areas and Facilities and such walls.

2.6.4 Easements for Certain Utilities. Each Unit will be burdened by an easement, which easement is hereby reserved by the Declarant, in favor of the Declarant and the Declarant's successors and assigns on, over, under, through and across the Condominium Property to construct, install, erect, place, locate, relocate, maintain, repair, replace, reconstruct, use and operate such pipes, conduits, wires, fixtures and appurtenances as are necessary or desirable to provide adequate systems for supply of electricity, water, gas, sewage disposal, storm and surface water drainage and disposal, telephone, lighting, communications and any other utility facilities or quasi-utility services to the Condominium Property and to the Additional Property; and each Unit owner by acceptance of delivery of a deed to a Unit, hereby grants the Declarant and the Declarant's successors and assigns an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit owner, such instruments as may be necessary to effectuate the foregoing. The Declarant may assign these easement rights to any public utility or quasi-public utility companies including, but not limited to, the Columbus Southern Power, Ameritech Telephone Company, the City of Columbus Sewage District, and any private cable communications system all in the sole and absolute discretion of the Declarant and as the Declarant may determine from time to time.

2.6.5 Easements Through Walls Within Units. Easements are hereby reserved, declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the

walls of the Units or in the air space between perimeter walls of adjoining Units, whether or not such walls lie in whole or in part within the Unit boundaries.

2.6.6 Private Roadway Easements. Declarant has filed or will file a Declaration of Covenants, Easements and Restrictions (the "Roadway Declaration"), substantially in the form of attached Exhibit F, which grants or will grant to all Unit owners, the nonexclusive right of ingress and egress on, over and across a certain private roadway located on or to be located on the Condominium Property and the Additional Property, which private roadway extends or shall extend from the Condominium Property and the Additional Property to Federated Boulevard (the "Roadway"). The Roadway Declaration requires that the Unit owners pay their proportionate share for the maintenance and repair of the Roadway as a common expense of the Association. The Declarant hereby reserves the right to amend the Roadway Declaration to add additional property to the Roadway. The Declarant reserves the right to have all or a part of the Roadway dedicated as a public street; and if and when such Roadway or part thereof is dedicated, the Roadway Declaration shall terminate automatically as to the entire Roadway or the portion thereof so dedicated. In addition, the Declarant reserves the right to have all or part of the Roadway submitted to this Declaration, and upon such submission, the Roadway or part thereof so submitted to this Declaration shall become part of the Condominium Property, and shall be deemed to be and shall be Common Areas and Facilities, and the Roadway Declaration shall terminate as to the Roadway or the part thereof so submitted to this Declaration.

2.6.7 Easements Reserved by Declarant. Declarant hereby reserves the easement for itself, its grantees, successors and assigns, to enter upon the Condominium Property to install, maintain, repair, replace, connect to, dedicate and use pipes, wires, antennas, cables, towers, conduits and other lines and facilities for the purpose of providing water, sanitary sewer, storm sewer, electrical, gas, telephone, television, cable television, computer, and other utility and quasi-utility services to part or all of Parcel 1 and Parcel 2, and to enter upon the Condominium Property to the extent necessary to construct residential Units and/or other improvements on Parcel 2. Additionally, the Declarant hereby reserves for itself and its successors and assigns, easements on, over, under, through and across the Condominium Property with the right to convey any such easement to any public agency, authority or utility, for the benefit of Unit owners and/or prospective Unit owners, which easements shall be for and include the right to construct, install, erect, place, locate, relocate, maintain, repair, replace, reconstruct and use pathways, sidewalks, roadways, streets, tunnels, bridges and other accessory and appurtenant improvements for pedestrian and vehicular traffic, outdoor lighting systems and signage necessary and appropriate to

illuminate, identify and provide directional information all for the benefit of the Condominium Property and the Additional Property.

In the event that at any time, and from time to time, the Declarant desires to relocate any such easements, the Unit owners and the Association shall, at the Declarant's request, execute, acknowledge, and deliver any and all deeds of easements and other instruments as may be reasonably requested by the Declarant, to convey or more particularly describe the easements or any relocations thereof reserved herein to the Declarant in accordance with survey descriptions prepared by, and at the expense of the Declarant. All easements provided for in the Declaration, the Condominium drawings or reserved in deeds to Units, shall be perpetual, appurtenant to the Units which they benefit and shall run with the land. All easements shall be nonexclusive unless otherwise determined by the Declarant. They shall be binding upon the Declarant, the Unit owners and the Association and all of their successors and assigns and the heirs and executors of any individuals and shall be deemed real covenants.

Declarant may assign, grant or otherwise transfer to any party now or hereafter having any interest in Parcel 2 the easement to use, maintain, repair and replace any of the items listed in the first paragraph of this Section 2.6.7 which now or hereafter serve or are located on Parcel 1 without the consent of any party having any interest in Parcel 1. However, any utilization of the foregoing rights and easements reserved shall not unreasonably interfere with the use and enjoyment of the Condominium Property; and, if any damage, destruction or disturbance occurs to the Condominium Property as a result of such utilization, the Condominium Property shall be restored promptly to the condition which existed immediately prior to such utilization at the sole expense of the person or persons making such utilization.

Declarant hereby reserves unto itself, its successors and assigns, for the benefit of any party now or hereafter having any interest in Parcel 2, a non-exclusive easement for ingress, egress, and parking over all roadways and parking areas in Parcel 1, subject to any Rules and Regulations promulgated by the Association.

2.6.8 Easement for Recreational Facilities. Declarant hereby grants to Unit owners and their heirs, successors and assigns, a non-exclusive easement to use any Recreational Facilities located on Parcel 2, with the right of ingress and egress thereto. This easement to use any Recreational Facilities may also be granted by the Declarant to any party who may now or hereafter own or occupy residential units on all or part of the Additional Property in the event such units are not submitted to the Condominium Property, provided, however, that (1) any such party

(excluding the Declarant and its successors and assigns) benefitted by this easement shall be obligated to pay the Declarant, its successors and assigns, an assessment for such use; (2) any such party's residential unit shall be subject to the lien rights of the Association to the same extent as Unit owners; (3) the Declarant's right to assign this easement shall expire on the sooner to occur of five (5) years after the date of this Declaration or upon the date when the Declarant owns fewer than twenty-five percent (25%) of the maximum number of Units that could be submitted to the Condominium if all phases were developed; and (4) in no event shall more than one hundred eighty (180) families or family-sized groups have the right to use such Recreational Facilities. Assessments shall be determined in the same manner, and cover and include the same expenses as is the case with regard to the Recreational Facilities easement reserved by the Declarant under Section 1.3.5 of this Declaration. Users shall be required to comply with the rules and regulations published from time to time by the then owner of such Recreational Facilities. The assessment for the cost of operating, maintaining, repairing, insuring and including reasonable contingencies and replacements and reserve expenses, for such Recreational Facilities shall be a part of the Assessment collected by and billed by the Association to Unit owners, and the Association shall be directly responsible for remitting the expenses assessed to individual Unit owners to the owner of the Recreational Facilities.

2.6.9 Easements to Run With Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any owner, purchaser, mortgagee and other person now or hereafter having an interest in the Condominium Property, or any part or portion thereof, and their respective successors, assigns and heirs.

2.6.10 Reference to Easements in Deeds. Reference in the respective deeds of conveyance, or any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees in said instruments as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such instruments.

2.7 Shared Maintenance Area. The proposed Condominium Property and the Additional Property (collectively the "MVT"), and the adjacent property (the "RMVP"), currently owned by JMB Realty, are mutually benefitted by and subject to certain easements, agreements, obligations, restrictions, conditions, covenants, and reservations as set forth in a certain Declaration of Easements, Covenants and Restrictions ("Declaration of Easements") dated March

19, 1991 and recorded in Official Record Book 16759, Page B-01 of the Franklin County, Ohio Recorder's Office, and amended on September 2, 1993 and recorded September 10, 1993 in Official Recorded Book 23887, Page D-16 of the Franklin County, Ohio Recorder's Office (the "Amendment") (collectively the Declaration of Easements and the Amendment are hereinafter referred to as the "ECR"). The terms and conditions of the ECR run with the land, and therefore is binding upon the Declarant and each Unit owner and their respective successors and assigns. Pursuant to the ECR, the following easements have been created:

2.7.1 Mutual Access Easement whereby the MVT is subject to a perpetual, non-exclusive easement for the benefit of the RMVP owners for ingress and egress to and from the RMVP and all adjoining public right-of-ways across those portions of the MVT which lie within Meadow Creek Drive, Meadow Spring Circle, Turtle Creek Drive, Meadow Oak Drive, Meadow Village Drive and any adjoining sidewalks; and the RMVP is subject to a perpetual, non-exclusive easement for the benefit of the MVT owners for ingress and egress to and from the MVT and all adjoining public right-of-ways across those portions of the RMVP which lie within Meadow Creek Drive and Meadow Oak Drive. The RMVP owners are responsible for fifty-two percent (52%) of all costs of repair, improvement, replacement and maintenance of the private roadways subject to the Mutual Access Easement, with the MVP owners being responsible for the remaining forty-eight percent (48%) ("Respective Percentages"), excluding that portion of Meadow Creek Drive located upon the MVT but not located within Reserve Area A (as shown on Exhibit "B" of the ECR), which shall be the sole responsibility of the MVT owners.

2.7.2 Mutual Storm Sewer Easement whereby the MVT is subject to a perpetual, non-exclusive easement for the benefit of the RMVP owners for (i) the drainage of surface waters from the RMVP across the surface of the Mutual Access Easements and any unimproved surfaces of the MVT to the Retention Area (as shown of Exhibit "B" of the ECR) and/or to storm water drains or other storm water drainage facilities located or to be located on the MVT, (ii) the drainage of surface waters running from the RMVP through all existing and future surface and subsurface storm drainage lines within any Storm Sewer Easement Areas, as set forth or defined in the ECR, and (iii) the maintenance and repair of the Drainage Facilities (as defined in the ECR); and the RMVP is subject to a perpetual, non-exclusive easement for the benefit of the MVT owners for (i) the drainage of surface waters from the MVT across the surface of the Mutual Access Easements and any unimproved surfaces of the RMVP to the Retention Area and/or to storm water drains or other storm water drainage facilities located or to be located on the RMVP, (ii) the drainage of surface waters running from the MVT through all existing and future surface and subsurface storm drainage lines within any Storm Sewer Easement Areas, and (iii) the maintenance and repair of the Drainage Facilities. The cost of

maintaining the Drainage Facilities on the MVT shall be the joint responsibility of the MVT owners and RMVP owners in accordance with their Respective Percentages. Any cost to keep and maintain the Drainage Facilities located on the RMVP shall be at the RMVP owners' sole cost and expense.

2.7.3 Retention Easement whereby the MVT is subject to a perpetual, non-exclusive easement for the benefit of the RMVP owners for drainage of surface and storm waters from the RMVP across any unimproved surfaces of the MVT, into and through that part of the MVT on which is located a lake serving as a retention for storm water run-off. The cost of maintaining the Retention Area and related storm drainage lines shall be the joint responsibility of the MVT owners and RMVP owners in accordance with their Respective Percentages. It is the MVT owners' responsibility to make sure that the Retention Area is sufficient to accommodate the storm water drainage from both the MVT and the RMVP after completion of all improvements on the MVT, and any alterations and/or modifications which must be made to accomplish the foregoing shall be at the sole cost and expense of the MVT owners.

2.7.4 Mutual Landscaping, Open Space and Recreational Easement whereby the MVT is subject to a perpetual, non-exclusive easement for the benefit of the RMVP owners (i) to use and maintain the surface of those portions of the MVT labelled Reserve Area A and Reserve Area B in the ECR, but excepting the Mutual Access Easements, as open space and as a scenic area and landscaping buffer area, and (ii) for entry upon Reserve Area B and the unimproved portions of the MVT outside Reserve Area B, but excepting therefrom the Retention Area, for recreational purposes by the tenants of the RMVP. This Easement shall include the right of the RMVP owners to install, maintain and replace grass, trees and to erect a privacy fence thereon. The MVT owners and RMVP owners shall each pay one-half the cost of planting, installing and purchasing such landscaping and constructing the privacy fence (which fence shall not exceed $75,000). Furthermore, at any time either owner may elect to construct (i) a gazebo within Reserve Area B; and (ii) an asphalt jogging tract around the Retention Area (collectively the "Amenities"). The cost and expense of constructing the Amenities shall be assessed fifty-two percent (52%) to the owners constructing the Amenities and forty-eight percent (48%) to the other owners. After completion thereof, the cost of maintenance, upkeep and insuring of the Amenities shall be the joint responsible of the MVT owners and RMVP owners in accordance with their Respective Percentages. The above-referenced privacy fence and Amenities have not been constructed as of the date hereof and the projected expense is not included in as part of the monthly condominium assessment. Therefore, in the event the fence or Amenities are constructed after the date hereof, the expense will be assessed to the Unit owners and treated as a common expense, collectable by special assessment.

2.7.5 Well Easement whereby the MVT is subject to a perpetual, exclusive easement for the benefit of the RMVP owners for the use and maintenance of two (2) water wells within Reserve Area B to supply water for landscaping on the RMVP. The RMVP owners shall be solely responsible for the repair and maintenance of the wells. If there is sufficient water capacity, then the MVT owners are permitted to use at least one of the wells for landscaping on the MVT and pay a proportionate share of the repair and maintenance thereof.

In addition to the foregoing easements which are created under the ECR, there are a number of covenants and restrictions contained therein which restrict the development of the MVT, of which the Declarant has taken into consideration in planning the development of the Condominium Property. In accordance with the ECR, the RMVP owners have approved the plans and specifications ("Plans") submitted by Declarant, as evidenced by the Amendment, which provides for the development of a residential condominium project, with a clubhouse and other ancillary improvements. Pursuant to the Amendment, certain buildings shown on the Plans are located close to the Retention Area and may impair the ability of the RMVP owners to construct a jogging tract. Therefore, in the event the RMVP owners decide to construct a jogging tract around the Retention Area, the MVT owners shall be responsible for the following costs: (i) any grading work required to provide a level running surface; (ii) any additional reinforcement needed for the portion of the jogging tract located between the buildings and the Retention Area; and (iii) any damage due to portions of the jogging track or support grading being submerged or eroded by water from the Retention Area.

The MVT owners' cost and expense of maintaining the foregoing easements, which are located within the Shared Maintenance Area, are included in the monthly condominium assessment of the Condominium. The initial term of the ECR is for fifty (50) years and shall automatically renew for an unlimited number of successive twenty-five (25) year terms, so long as the MVT and RMVP is used for multi-family residential purposes. The ECR shall terminate upon the mutual agreement of all of the owners and mortgagees of the MVT and RMVP, which shall be evidenced by a release filed of record with the Franklin County, Ohio Recorder's Office. The Declarant hereby reserves the right to amend the ECR at any time in the Development Period as it deems necessary, in its sole discretion. Any amendment to the ECR shall have been duly executed by the RMVP owner and the Declarant acting as a MVT owner (if it still owns at least one Unit at that time on the MVT), as Declarant and as Attorney-in-Fact for the other MVT owners which shall be filed with the Franklin County Recorder's office. No consent of any Unit owner of the MVT other than the Declarant shall be required for any amendment to the ECR described in this paragraph to be effective.

Upon written request to the Declarant, a copy of the ECR and any amendment thereto will be provided to any Unit owner.

ARTICLE 3

Unit Owners' Association

3.1 Membership. Declarant shall cause to be formed an Ohio corporation not for profit to be called "Dublin Green Condominium Owners' Association, Inc." (hereinabove and hereinafter called the "Association"). Each Unit owner, upon acquisition of title to a Unit, shall automatically become a member of the Association, and no party other than a Unit owner shall be a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his or her Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. The Board of Managers and officers of the Association shall be elected or appointed as provided in the Bylaws and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the Bylaws and by this Declaration upon the Association, except as otherwise specifically provided. If any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board of Managers solely in his or her capacity as an officer or a member of the Board of Managers, he or she shall be deemed to act in such capacity to the extent required to authenticate his or her acts and to carry out the purposes of this Declaration and the Bylaws.

3.2 Service of Process. The person to receive service of process for the Association until the President of the Association is a Unit owner shall be Louis Guttman, whose address is 7420 Montgomery Road, Cincinnati, Ohio, 45236. After a new President is elected who is a Unit owner, his or her name and address (and that of each successor) shall be filed with the Secretary of State of Ohio on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio not for profit corporation.

ARTICLE 4

Covenants and Restrictions as to Use and Occupancy

The following covenants, restrictions, conditions and limitations as to use and occupancy which shall run with the land shall be binding upon each Unit owner, his or her family members residing in or occupying his or her Unit, guests, invitees, tenants, licensees, heirs, executors, administrators, successors and assigns.

4.1 Purpose of Property. Except as otherwise provided in this Declaration, no part of the Condominium Property shall be used for other than housing and the common recreational purposes for which the property was designed, and each Unit shall be used only for residential purposes, unless the Board of Managers authorizes some other use. Except for the construction, sales and management activities of the Declarant, no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, may be conducted, maintained, or permitted on any part of the Condominium Property. To the extent permitted by law, an owner may use a portion of his or her Unit for an office or studio (other than a music and/or dance studio) provided that the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Condominium Property or in and out of said owner's Unit.

4.2 Obstruction of Common Areas and Facilities. There shall be no storage or parking of any items, including baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in any part of the Common Areas and Facilities, except as permitted by the Rules and Regulations. Patios and balconies may be used only for their intended purposes.

4.3 Parking. Except for vehicles being used by persons providing services to the Declarant, the Association, the Unit owners or otherwise used or authorized in writing to be used at the Condominium Property by the Declarant, no part of the Condominium Property may be used for the parking of any trailer coach, house trailer, mobile home, automobile trailer, motorcycle, camp car, recreational vehicle, camper, truck, boat, boat trailer or any other similar vehicle (collectively, "Special Vehicles"), unless such Special Vehicles are parked in the garage of the Unit owner who owns such Special Vehicle and the garage door of such Unit owner is completely closed at all times when a Special Vehicle is parked therein. Operative vehicles, other than Special Vehicles, used by a resident of a Unit as a primary source of transportation may be parked in the garage, if any, assigned to said Unit, in the parking space assigned to said Unit or in the open parking spaces. However, the residents of any one Unit may not collectively park more than two (2) operative vehicles other than Special Vehicles on the Condominium Property. Inoperative vehicles may not be parked on the Condominium Property unless these inoperative vehicles are parked in the garage and the garage door is completely closed. No auto maintenance and/or repairs may be performed on the Condominium Property except if performed inside the garage of a Unit owner with the garage door closed.

4.4 Garage Spaces. A Unit owner shall not be permitted to use, maintain and/or store a refrigerator and/or freezer in any

Garage Space. The use and storage of a refrigerator and/or freezer shall be permitted only within the Unit of an owner, and shall be maintained at the owner's sole cost and expense.

4.5 Compliance With Insurance Policies and Waste. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Unit owner shall permit anything to be done or kept in his or her Unit or in the Common Areas and Facilities which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Areas and Facilities.

4.6 Exterior Surfaces of Buildings. Unless otherwise approved in writing by the Association, Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building, and no sign (other than those described in Section 4.11 hereof and directional signs or signs concerning the use of the Common Areas and Facilities), awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof. Unless otherwise approved in writing by the Association, Unit owners shall not cause or permit any curtains, shades or other window coverings to be hung inside or outside any windows and/or patio doors which will show any color on the outside other than white or beige tones.

4.7 Animals and Pets. No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities, except that one dog, cat or other household pet may be kept in a Unit, subject to the Rules and Regulations, provided that it is not kept, bred or maintained for any commercial purpose, and provided that it is kept subject to the Rules and Regulations of the Association, including, but not limited to, rules regarding weight limitations for certain types of pets. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property subject to these restrictions upon seven (7) days written notice from the Board of Managers of the Association. No dog house or other structure used or intended for the housing or keeping of animals may be constructed, placed or maintained on any part of the Common Areas and Facilities, including the Limited Common Areas and Facilities.

4.8 Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

4.9 Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of any building or which would structurally change any building.

4.10 Laundry or Rubbish and Open Fires in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials. All trash, garbage or other rubbish shall be deposited only in covered sanitary containers as directed by the Association. No open fires shall be permitted on any part of the Condominium Property other than fires in charcoal grills or other similar cooking devices located within the Limited Common Areas and Facilities.

4.11 Prohibited Activities. Except as otherwise provided in this Declaration, no business, trade, industry, occupation or profession of any kind, whether for profit or not for profit, shall be conducted, maintained or permitted on any part of the Condominium Property. So long as Declarant is an owner of or is constructing Units on Parcel 1 and Parcel 2, no "For Sale" or "For Rent" sign may be placed on any part of the Condominium Property other than such signs placed by the Declarant or its agent on any unsold or unoccupied Units, or signs placed by the Association or a Mortgagee who has acquired title to a Unit either by a deed in lieu of foreclosure or at a foreclosure sale for the purpose of facilitating the disposal of a Unit. No other sign which is visible from the outside of Units may be placed on any part of the Condominium Property. The right is reserved by the Declarant to use any such unsold or unoccupied Units or other structures on the Condominium Property as models and/or offices in connection with the construction, sale or rental of Units.

So long as the Declarant owns a Unit no action may be taken nor may any Rule or Regulation be adopted or amended that would (a) directly or indirectly alter the exterior appearance of any part of the Condominium Property; (b) reduce or discontinue any maintenance standard or practice in effect as of the date when the Declarant no longer controls the Board of Managers; (c) adversely affect the Declarant's sale or leasing of any Units; or (d) otherwise adversely affect the Declarant, any of its rights, or any Unit owned by it without, in each case, first obtaining the Declarant's written consent.

4.12 Alteration of Common Areas and Facilities. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except as otherwise provided in this Declaration and except upon the written consent of the Association.

4.13 Rental of Units. The owners of the respective Units or any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in this Declaration and to the Bylaws and Rules and Regulations. However, neither a Unit owner nor any first mortgagee in possession shall lease less than an entire Unit nor shall any Unit be leased for a term of less than six (6) months, and the respective Units shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the occupants of the Units are provided customary hotel service such as room service for food and beverage, maid service and furnishing of laundry and linen. All leases of any Unit shall be in writing. All such leases shall provide that they are subject to all of the provisions of the Declaration, the Bylaws and the Rules and Regulations and that any failure by the lessee to comply with any of such provisions shall constitute a default under the lease. A copy of each such lease shall be given to the President and the Manager of the Association immediately after it is executed.

4.14 Trash Disposal. All trash, garbage or other rubbish shall be deposited by Unit owners in covered sanitary containers placed by the Association in the Common Areas or as otherwise directed and instructed by the Association.

4.15 Nondiscrimination. No owner (including the Declarant), or any employee, agent or representative thereof, shall discriminate upon the basis of sex, race, age, color, creed or national origin in the sale, lease or rental of any Unit nor in the use of the Common Areas and Facilities.

4.16 Compliance with Covenants, Conditions and Restrictions. Every Unit owner and other party described in the first paragraph of this Article 4 shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the Bylaws and with the Rules and Regulations in relation to the use and operation of the Condominium Property. A violation committed by any persons residing in, occupying or visiting a Unit at the behest or with the implied or express permission of the Unit owner or any other occupant of the Unit, or committed by any agent, employee, business invitee, or contractor of the Unit owner or of any person occupying a Unit, shall be attributed to that Unit and the owner thereof. An action seeking a declaratory judgment, the recovery of sums due for damages, or injunctive relief, or any or all of them may be maintained by any interested party against the Declarant or any of its agents, any Unit owner, or any person who has a right to occupy a Unit who has caused or may cause damage by his or her failure to comply or his or her threat not to comply with any provisions of this Declaration, the Bylaws, the Rules and Regulations, any management contract or any other document establishing ownership or control over any part of the Condominium

Property. One or more Unit owners may bring a class action on behalf of all Unit owners. The lawful provisions of any of the instruments described above may, if necessary to carry out their purposes, be enforced against all or any part of the Condominium Property or against any party previously or currently owning any interest in the Condominium Property.

In addition to the above rights, the Board of Managers may also enter upon a Unit or any land to perform maintenance or make repairs thereon which is the responsibility of a Unit owner who has failed to perform such maintenance or make such repairs (i) after having given such owner at least ten (10) days prior notice, or (ii) without giving notice in the event of an emergency.

Any fines imposed by the Board of Managers, which is hereby empowered to levy reasonable fines against any Unit owner for the failure of such Unit owner to comply with any such covenants, conditions and/or restrictions, and any and all expenses incurred by the Association in enforcing any of the terms and provisions of the condominium instruments, including reasonable attorneys' fees to the extent permitted by Ohio law, may be levied as a special assessment against the Unit owner in question and his or her Unit.

Any action brought by the Association hereunder may be brought in its own name, in the name of its Board of Managers or in the name of its managing agent. In any case of flagrant or repeated violation by a Unit owner, he or she may be required by the Board of Managers to give sufficient surety or sureties for his or her future compliance with the covenants, conditions and restrictions contained in this Declaration and with the Bylaws and Rules and Regulations.

ARTICLE 5

Assessments

5.1 General. Assessments for the maintenance and repair of the Common Areas and Facilities and for the insurance of the Condominium Property together with the payment of the common expenses, shall be made in the manner provided herein, and in the manner provided in the Bylaws.

5.2 Assessments at Closing. At the closing on the purchase of a Unit, the purchaser is required to pay a sum equal to two (2) full months of the initial condominium assessments due on his or her Unit as his or her initial contribution to the working capital of the Association. This sum is not an advance payment of regular assessments; rather the sum is allocated to a working capital fund to meet unforeseen expenditures and operating expenses or to purchase any additional equipment or services. While the Declarant is in control of the Association, it cannot use any of the working

capital funds to defray its expenses, reserve contributions, or construction costs. When control of the Association is transferred to the Unit owners, the working capital fund shall be transferred to the Association for deposit to a segregated fund. After control of the Association is transferred to the Unit owners the Declarant shall be responsible to collect the initial contribution to the working capital account and forward such funds to the Association. Additionally, at the closing, each purchaser of a Unit is required to pay a pro-rata share of the condominium assessments due in the month of closing.

5.3 Increase in Assessments. Any increase in the annual condominium assessment shall be assessed proportionately to each Unit owner in accordance with the percentages set forth in Section 1.3.3 hereof. The Association must obtain the prior consent of Unit owners holding not less than seventy-five percent (75%) of the total voting power in the Association and the Required Eligible Mortgage Vote for any increase in the annual condominium assessment that is raised by more than twenty-five percent (25%) of the previous assessed amount.

5.4 Garage Assessment. The exclusive right to a garage space may be purchased on a "first come, first served" basis until all available garage spaces have been assigned. Included as consideration for the purchase of an exclusive right to a garage space is a garage maintenance assessment ("Garage Assessment"), which shall be based on such Unit owner's proportionate share of the budgeted expenses that will be incurred by the Association to maintain the garages, plus an amount for the garage reserve fund as determined by the Board. The Garage Assessment shall be payable to the Association.

5.5 Water and Sewer. The water and sewer usage for all of the Condominium Property is measured by common water meters. Therefore, bills for water and sewer usage will be rendered to the Association and not directly to Unit owners, and shall be a "common expense" as that term is used in Chapter 5311 of the Ohio Revised Code. The Association will include as part of the condominium assessment of each Unit owner water and sewer charges based on his or her Unit's percentage of interest in Common Areas and Facilities of the budgeted expenses for the same even though this may not be an accurate measurement of actual usage of one Unit owner as compared with other Unit owners. This may result in some advantage for heavy users of water at the expense of lighter users, but the Association has no way of practically and economically measuring actual individual use.

5.6 Division of Common Surplus and Common Expenses. The proportionate share of the separate owners of the respective Units in the common surplus and the common expenses of the operation of the Condominium Property is based upon the proportion that the

deemed square footage of the separate owners' Unit(s) bears to the aggregate deemed square footage of all the Units. Units within an established square footage range shall be deemed to have the same square footage. Such proportionate share of surplus and expenses of each Unit owner shall be in accordance with the percentages set forth in Section 1.3.3 hereof. As additional Units are added to the Condominium Property, each Unit's percentage of interest will change accordingly.

5.7 Late Charges. The Association may impose a charge against any Unit owner who fails to pay any amount assessed by the Association against his or her Unit within ten (10) days after such assessments are due and payable and who fails to exercise his or her rights under this Declaration or under the laws of the State of Ohio to contest such assessment in such an amount as may be determined by the Board of Managers from time to time, which charge shall not exceed twenty percent (20%) of the delinquent amount. Additionally, if a Unit owner shall be in default in payment of an installment upon an assessment or of a single monthly assessment, the Board of Managers has the right to accelerate all monthly Assessments remaining due in the then current calendar year. The total of such assessments, together with the delinquent Assessments shall then be due and payable by the owner no later than ten (10) days after the delivery of written notice of such acceleration to the owner, or twenty (20) days after mailing of such notice to him by certified mail, whichever occurs first. If such accelerated amount is not paid by the due date, the above-described late charge may be imposed on the part of such accelerated amount not paid by the due date. Any Eligible Mortgagee of a Unit, as defined in Section 7.1 hereof, has the right to request that the Association provide timely written notice to it in the event an Assessment for said Unit is not paid by the Unit owner within sixty (60) days of its due date.

5.8 Nonuse of Facilities. No owner of a Unit may exempt himself or herself from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his or her Unit.

5.9 Lien of Association. The Association shall have a lien upon the estate or interest in any Unit of the owner thereof and upon his or her percentage of interest in the Common Areas and Facilities for the payment of the portion of the common expenses and late charges as described above chargeable against such Unit which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association, is filed with the Recorder of Franklin County, Ohio, pursuant to authorization given by the Board of Managers of the Association. Such certificate shall contain a description of the Unit, the name or names of the record owner or

owners thereof and the amount of such unpaid portion of the common expenses and late charges. Such lien shall remain valid for a period of five (5) years from the time of filing thereof and shall not be affected by the sale or transfer of the Unit, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, each Unit owner shall be personally liable for all assessments levied by the Association against his or her Unit while he or she is a Unit owner.

5.10 Priority of Association's Lien. The lien provided for in Section 5.9 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments. Such lien shall be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. The lien provided for in Section 5.9 may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the owner or owners of the Unit affected shall be required to pay all the Association's expenses incurred in connection with such foreclosure action, including without limitation, attorneys' fees to the extent permitted by law, and a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

5.11 Dispute as to Common Expenses. If a Unit owner believes that an amount has been improperly charged as an assessment lien against his or her Unit, he or she may bring an action under Section 5311.18(C) of the Ohio Revised Code in the Common Pleas Court of Franklin County, Ohio seeking a discharge of that lien.

5.12 Purchaser at Foreclosure Sale Subject to Declaration, Bylaws, Rules and Regulations of the Association. Any purchaser of a Unit at a foreclosure sale shall automatically become a member of the Association and shall be subject to all of the provisions of this Declaration, the Bylaws and the Rules and Regulations.

5.13 Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title, his, her or its successors and assigns, shall not be solely liable for the share of the common expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or

assessments shall be deemed to be common expenses collectible from all of the Units, including that of such acquirer, his, her or its successors or assigns. Therefore, a lien filed against a certain Unit for common expenses or other assessments shall be extinguished upon the foreclosure of a first mortgage for any amount due prior to the foreclosure sale, but shall not relieve any subsequent owner of the subject Unit from paying future assessments.

5.14 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, any grantee or his or her first mortgagee shall inform the Board of Managers in writing of such contemplated conveyance and such grantee or first mortgagee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid assessments (including current assessments) against the grantor due the Association. Neither the grantee nor the mortgagee shall be personally obligated for any delinquent assessments, but such delinquent assessments, along with interest, late charges, costs and reasonable attorneys' fees shall be a lien against the Unit in accordance with Section 5.9 herein.

ARTICLE 6

Insurance

6.1 Fire and Extended Coverage Insurance. The Association shall obtain and maintain for the benefit of all owners and mortgagees insurance on all buildings (excluding insurance on Improvements as that term is defined below), structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by vandalism, malicious mischief, windstorm, sprinkler leakage (if applicable) fire, lightning, cost of debris removal and such perils as are at this time comprehended within the "all risk" form of fire insurance policy with extended coverage. The policy may include a nominal deductible and shall be in an amount not less than one hundred percent (100%) of the then current replacement cost thereof exclusive of the cost of the land, foundations, footings, excavation, and architect's fees, without deduction for depreciation, but inclusive of the cost of the following improvements and betterments (hereinabove and hereinafter "Improvements") to any Unit, added by the Declarant: any partitioning, trim, drywall, and other improvements or betterments. The policy shall have cost of demolition, water damage (excluding floods, backing up of sewers and drains, the running off of surface water, and the overflow of a body of water), and agreed amount endorsements and a deductible on any single loss or group of losses within one year in such amounts as shall be found reasonable by the Board of Managers, after carefully considering and comparing the increased premium costs resulting from a low deductible with the lower premium costs but higher per loss risk resulting from a high deductible, together

with all other pertinent factors. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. Said policy shall also provide that despite any clause that gives the insurer the right to restore damage in lieu of a cash settlement, such right shall not exist in case the Condominium Property is removed from the provisions of Chapter 5311 of the Ohio Revised Code pursuant to the provisions of this Declaration. Such policy shall provide coverage for built-in fixtures and equipment in an amount not less than one hundred percent (100%) of the replacement cost thereof (subject to the deductible provisions described above) and shall also provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Unit owner as hereinafter permitted. Such policy shall also contain either a waiver by the insurer of any increased hazard clause, a severability of interest endorsement, or a provision stating that the coverage will not be affected by the act, omission or neglect of any person unless such act, omission or neglect is within the knowledge and control of the Association prior to the occurrence of the loss. Such policy shall not provide coverage for any items of personal property installed by or for any Unit owner.

Such policy of insurance shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice to the Association and to any mortgagee or mortgagees of any Unit not less than thirty (30) days prior to any expiration, substantial modification or cancellation of such coverage.

Such insurance by the Association shall be without prejudice to the right of the owner of a Unit to obtain individual contents or chattel property insurance, which policy may cover the Improvements as defined above, but no Unit owner may at any time purchase individual policies of insurance covering any item which the Association is required to insure. If any Unit owner does purchase such a policy, he or she shall be liable to the Association for any damages, expenses or losses which it suffers or incurs as a result thereof, and the Association shall have the same lien rights provided by Article 5 hereof for common expense payments with respect to any such damages, expenses or losses not paid to it by such owner.

All policies purchased under this Section 6.1 shall provide for the release by the issuer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Unit owner, member of his or her family, his or her tenant, or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

The insurance coverage required under this Section 6.1 shall be reviewed at least annually by the Board of Managers, and if any of such insurance coverage becomes impossible or impractical to obtain, the Association shall obtain coverage which most closely approximates the required coverage with the deductible provisions as determined by the Board of Managers.

If the required insurance coverage under this Section 6.1 ceases to exist for any reason whatsoever, any mortgagee of any portion of the Condominium Property may remedy that lack of insurance by purchasing policies to supply that insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association; shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Condominium Property; and shall be due and payable to the mortgagee by the Association immediately. The repayment of this obligation shall be secured by a special assessment against all Unit owners under Article 5 of this Declaration and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

6.2 Public Liability Insurance. The Association shall insure itself, the Board of Managers and all Unit owners against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Areas and Facilities (excluding Limited Common Areas and Facilities) and for liability arising out of any litigation related to any employment contracts involving the Association as employer. Such insurance shall afford protection to a limit of not less than the greater of either One Million Dollars ($1,000,000.00) or any greater amount required by any institutional lender or any agency insuring loans on the Units in respect to property damage, bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars ($1,000,000.00), or any greater amount required by any institutional lender or any agency insuring loans on the Units in respect to any one occurrence.

Such policy shall contain either the waiver, endorsement or provision described in the next to last sentence of the first paragraph of Section 6.1 above. Such policy shall require written notice to the Association and to any mortgagee of any Unit not less than thirty (30) days prior to any expiration, substantial modification or cancellation of such coverage. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units or Limited Common Areas and Facilities. Each Unit owner shall, at his or her own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of or

occurring within his or her Unit and Limited Common Areas and Facilities reserved for the exclusive use of his or her Unit.

6.3 Insurance Proceeds and Premiums. The Association shall receive, hold and properly dispose of the proceeds of all insurance policies acquired by it in trust for the Unit owners and their respective first mortgagees, as their interests may appear. Insurance premiums for the policies referred to in Sections 6.1 and 6.2 (other than policies purchased by Unit owners) and for such other insurance policies as the Board of Managers of the Association shall determine from time to time to be desirable, together with such deductibles on any losses as are determined by the Board to be properly chargeable to the Association, shall be a common expense.

All insurance coverage is subject to modification as determined by the Association based on the availability of coverage and the cost thereof. It is possible that less than one hundred percent (100%) coverage will be in force for casualty losses if the cost of the insurance is determined by the Declarant, or the Association to be too high, but in no event shall the coverage be in an amount less than eighty percent (80%) of the then current replacement cost thereof with the exclusions provided for hereinabove in Section 6.1.

ARTICLE 7

Damage or Destruction and Restoration of Buildings

7.1 Sufficient Insurance. In the event the improvements forming a part of the Condominium Property or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association in accordance with the original plans and specifications unless other plans and specifications are approved by owners holding not less than seventy-five percent (75%) of the total voting power in the Association and by fifty-one percent (51%) of the Eligible Mortgagees (as that term is defined below) (the "Required Eligible Mortgagee Vote"). The insurance proceeds shall be applied by the Association in payment for the repair, restoration or reconstruction as hereinafter provided. If within thirty (30) days after such damage or destruction, the Unit owners, if they are entitled to do so pursuant to Section 7.4, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

For purposes hereof, an "Eligible Mortgagee" is any holder, insurer or guarantor of a first mortgage on any Unit who has made written request to the Association (listing its name and address and the Unit number or address of the Unit on which is has or insures or guarantees the mortgage) for timely written notice of all notices permitted or required by this Declaration or the By-laws to be given to the Unit owner whose Unit ownership is subject to such mortgage, even if such owner has waived the right to receive such notice. All Eligible Mortgagees are entitled to timely written notice of (1) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage, (2) any sixty (60) day delinquency in the payment of assessments or charges owed by the Unit owner on which it holds the mortgage, (3) a lapse, cancellation, or material modification of any insurance policy maintained by the Association, (4) any proposed amendment of the Condominium Documents effecting a change in the exclusive easement rights of the Unit securing its mortgage, or any proposed amendment of the Condominium Documents effecting a change in the purposes to which any Unit or the Common Areas and Facilities are restricted, and (5) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees as set forth in Section 16.5 hereof.

7.2 Insufficient Insurance. In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Section 7.4, elect to sell or to withdraw the property from the provisions of this Declaration, or unless the repair is the obligation of a particular Unit owner under Section 2.2 hereof, such repair, restoration or reconstruction of the Units so damaged or destroyed and such repair, restoration or reconstruction of all or any part of the Common Areas and Facilities shall be undertaken by the Association at the expense of all the owners of Units in the same proportions in which they shall own the Common Areas and Facilities, all in accordance with the provisions of Section 7.3. Should any Unit owner refuse or fail after reasonable notice to pay his or her share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such owner. Such assessment shall have the same force and effect and, if not paid, may be enforced in the same manner as hereinbefore provided for the nonpayment of assessments.

7.3 Procedure for Reconstruction or Repair. Immediately after a casualty causing damage to any portion of the Condominium Property, the Association shall obtain reliable and detailed

estimates of the cost to place the damaged property in condition as good as that immediately before the casualty. Such costs may include professional fees and premiums for such insurance as the Board deems necessary.

The insurance proceeds and the sums deposited with the Association from collections of special assessments against Unit owners on account of such casualty, shall constitute a construction fund which shall be applied by the Association to the payment of the cost of reconstruction and repair of the Condominium Property from time to time as the work progresses. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

Each Unit owner shall be deemed to have delegated to the Board of Managers his or her right to adjust with insurance companies all losses under the insurance policies referred to in Sections 6.1 and 6.2 of this Declaration other than those purchased by such owner.

7.4 Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of fifty percent (50%) or more of the Units, the Unit owners, by affirmative vote of not less than seventy-five percent (75%) of the total voting power in the Association may elect not to repair or restore such damage or destruction, provided that the Required Eligible Mortgagee Vote also voted not to repair or restore such damage or destruction. Immediately after such election, all of the Condominium Property shall be offered for sale to the Declarant by written notice to the Declarant so long as Declarant owns either at least one (1) Unit in the Condominium Property or some interest in Parcel 2. Declarant shall have thirty (30) days after its receipt of such notice to make an offer to the Unit owners for the purchase of the Condominium Property by sending such offer in writing to the President of the Association.

If the Unit owners and the Declarant cannot agree on the purchase price for the Condominium Property, the Association (acting on behalf of the Unit owners) and the Declarant shall each appoint a qualified real estate appraiser to act as arbitrators not more than ten (10) days after the Declarant's offer is received by the President of the Association. Said two (2) arbitrators shall select a third arbitrator not more than five (5) days after their appointment, and the three (3) arbitrators shall notify the Association and the Declarant in writing not more than thirty (30) days after the selection of the third arbitrator of their determination of the fair market value of the Condominium Property. The determination of fair market value shall be evidenced by a

written statement of value signed by no less than two (2) of the three (3) arbitrators.

Declarant shall notify the President of the Association in writing not more than ten (10) days after its receipt of the arbitrators' determination whether or not it elects to buy the Condominium Property at the fair market value determined by the arbitrators. If the Declarant does not elect to buy the Condominium Property, the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit owner. If the Declarant elects to buy the Condominium Property, all of the Unit owners shall convey the Condominium Property by general warranty deed or deeds subject only to the provisions of the Declaration, Bylaws, Chapter 5311 of the Ohio Revised Code, easements and restrictions of record and real estate taxes and assessments not yet due and payable upon payment by certified check payable to the President of the Association, as trustee for all of the Unit owners, of said fair market value less the auditor's transfer fee and less the Unit owners' pro-rata share of real estate taxes and assessments a lien on the Condominium Property prorated in accordance with the then prevailing custom in Franklin County, Ohio. The closing of such conveyance shall take place not more than sixty (60) days after the Declarant gives the President of the Association its written election to buy at a date, time and place designated by the Declarant.

In the event of any such sale to the Declarant or partition sale of the Condominium Property after such election by agreement of all Unit owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit owner, however, shall receive any portion of his or her share of such proceeds until all liens and encumbrances on his or her Unit have been paid, released or discharged.

In the event of any such sale to the Declarant, and notwithstanding provisions above to the effect that the conveyance shall be subject only to the provisions of the Declaration, Bylaws, Chapter 5311 of the Ohio Revised Code, easements and restrictions, and certain taxes and assessments, to the extent, if any, that the first mortgage on any Unit is not paid from such proceeds, such first mortgage will remain in effect against such Unit.

ARTICLE 8

Rehabilitation and Subsequent Improvements

The Association may, by the affirmative vote of Unit owners entitled to exercise not less than seventy-five percent (75%) of

the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE 9

Merger with Successor Condominium

The Association, by the affirmative vote of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power, may elect to consolidate or merge with a successor condominium regime; provided however that the relative provisions of Article 12 herein are complied with and provided further that any governmental agency, such as the Veteran's Administration, which insures loans on condominium Units, and which has previously given project approval of the Condominium regime, provides its written consent to such consolidation or merger with a successor condominium.

ARTICLE 10

Removal from Condominium Ownership

The Association shall not, without the unanimous affirmative vote of all Unit owners and written consent of at least sixty-seven percent (67%) of the Eligible Mortgagees and any other approval required by law, be entitled to seek to abandon or terminate the Condominium Property for reasons other than substantial destruction or condemnation of the Condominium Property and elect to remove the Condominium Property from the provisions of Chapter 5311, Ohio Revised Code. The Association shall send written notice to all Eligible Mortgagees of its proposal to abandon or terminate the Condominium Property. If an Eligible Mortgagee fails to respond within thirty (30) days after receipt of said notice, the Association may view this as an implied approval of the submitted proposal. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Franklin County, Ohio. Such certificate shall be signed by the President of the Board of Managers of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Areas and Facilities have been paid, released, or discharged, and shall also be signed by all of the Unit owners, each of whom shall certify therein under oath that all such liens and encumbrances on his or her Unit or Units have been paid, released or discharged.

ARTICLE 11

Additions to Condominium Property

The Declarant has reserved the right under the Declaration for itself and for its successors and assigns to add to the Condominium Property at any time prior to the date which is seven (7) years from the date of recording of the Declaration, renewable for an additional seven (7) year period with the consent of the majority of Unit owners other than the Declarant (the "Development Period"), additional residential Units and other improvements that may be built and/or improved on Parcel 2. The Declarant has no obligation to add any land, additional residential Units, or other improvements to the Condominium. If the Declarant decides to add such Units in the future, the Units will be substantially similar to those constructed in Phase One of the Condominium. If the Declarant submits additional residential Units, the total number of residential Units that could be included in the Condominium if all of Parcel 2 were fully developed and added to the Condominium with the existing Units is one hundred eighty (180). After substantial completion of any such construction, Declarant may submit any part or all of Parcel 2 together with all such structures and other improvements constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property thereon existing for the common use of Unit owners to the provisions of this Declaration and of Chapter 5311 of the Ohio Revised Code, so that the same will become in all respects part of the Condominium Property. Declarant's right to designate Limited Common Areas and Facilities on any part of Parcel 2 shall be restricted to the same types of designations made in the same way as described in Section 1.3.2. Declarant hereby reserves the right to determine which parts, if any, of Parcel 2, to submit and to determine when, if ever, so to submit within the time period hereinafter described. There are no limitations on the boundaries or legal descriptions for any parts of Parcel 2 which could be added to the Condominium Property, except zoning and other applicable governmental limitations, and except not more than fourteen (14) Units per acre may be constructed on any part of the Additional Property added to the Condominium Property; and there are no limitations in the order in which any such parts may be submitted to the Declaration. The Declarant may add residential Units, the Common Areas and Facilities appurtenant thereto, and other improvements to the Condominium if the Declarant determines to do so in its sole and absolute discretion. In addition, only zoning regulations could restrict the location or type of improvements that could be constructed on Parcel 2 or any part thereof if the Declarant elects not to submit such land to the Declaration. No Units used for anything other than residential purposes (except Units used temporarily by the Declarant as models, sale offices, construction offices, or for storage or construction purposes) may

be constructed on any part of Parcel 2, which may be submitted to the Declaration.

The conveyance of the Declarant's entire interest in the Condominium Property and Parcel 2 shall be deemed to be an assignment of all the Declarant's rights under the Declaration unless a contrary intention is expressly stated in the instrument of conveyance.

Subject to the restrictions provided in the preceding paragraphs, Declarant hereby reserves the right at any time within the Development period, to expand the Condominium Property by submitting all or any part of Parcel 2, together with all buildings and other improvements constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property thereon existing for the common use of Unit owners to the provisions of the Declaration and of Chapter 5311 of the Ohio Revised Code. Any Units so added shall be substantially similar in structure type and quality of construction, to the Units which are a part of Parcel 1. Declarant further hereby reserves the right, in the event it makes any such submissions, to amend this Declaration in the manner provided in this paragraph in such respects as Declarant may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration (a) to include all or any part of Parcel 2 together with all buildings and other improvements constructed thereon as part of the Condominium Property; (b) to include in this Declaration descriptions of all buildings and other improvements constructed on all or any part of Parcel 2 being added to the Condominium Property and to add drawings thereof to Exhibit C hereto; (c) to provide that the owners of Units in the portion of Parcel 2 being added will have an interest in the Common Areas and Facilities; (d) to make designations of Limited Common Areas and Facilities on that portion of Parcel 2 being thus added in the manner described in Section 1.3.2 hereof; and (e) to amend Section 1.3.3 hereof to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the Condominium Property will have at the time of such amendment or amendments, which percentage shall be, with respect to each Unit, based on the Declarant's determination of the deemed square footage of all Units, which determination shall be computed on the basis set forth in Section 1.3.3 hereof, shall be the same for Units originally submitted by this Declaration and for Units submitted by the addition of additional property under this Article 11, and shall uniformly reallocate the interests of Units previously submitted when additional property is added under this Article 11. This determination shall be conclusive and binding on all Unit owners. This Declaration may be amended for the purposes of adding to the Condominium Property as described above, upon the filing for record with the Recorder of Franklin County, Ohio, of an instrument in writing setting forth specifical-

ly the item or items to be amended duly executed by the Declarant with the same formalities as this instrument. The instrument including such amendments must refer to the volume and page number under which the initial page of this Declaration and its attached exhibits are recorded. No consent of any Unit owner other than Declarant shall be required for the amendments described above to be effective.

ARTICLE 12

Amendment of Declaration and Bylaws

12.1 Reservation of Right by Declarant to Make Amendments Other Than Additions to Condominium Property. The Declarant hereby reserves the right to amend this Declaration at any time in the Development Period in any way necessary to correct clerical or typographical errors in the Declaration, Drawings or Bylaws; to make nominal changes in those documents; to clarify Declarant's original intent; to make any changes necessary or desirable to meet the requirements of any institutional lender, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veteran's Administration, F.H.A., or any other agency which insures loans on condominium Units; to add fences, landscaping, paved areas or recreational facilities to the Condominium Property; or to make changes in any previously declared but unsold Unit to assist Declarant in its marketing of such Unit, provided that no such amendments shall materially decrease the value or size of such Unit. No amendments described in the immediately preceding sentence shall change any owner's percentage of interest in the Common Areas and Facilities as provided in Section 1.3.3 herein or the method of determining that interest, or adversely affect any Unit owner's rights unless such owner or owners and such owner's first mortgagees have consented thereto in writing. Each Unit owner and his or her mortgagee, by acceptance of a deed to Unit or a mortgage encumbering such Unit, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment(s) of this Declaration by Declarant as provided in the immediately following paragraph. All such Unit owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

Each Unit owner and his or her respective mortgagee, by acceptance of a deed conveying the Unit to him or her or a mortgage encumbering such Unit, as the case may be, hereby irrevocably appoints Declarant his or her and its proxy and Attorney-in-Fact, coupled with an interest in real property, and authorizes, directs and empowers such Attorney, at the option of the Attorney, in the event that the Declarant exercises any of the rights reserved in the immediately preceding paragraph, to vote for, execute,

acknowledge and record for and in the name of such Unit owner an amendment or amendments to this Declaration for such purposes, and for and in the name of such respective mortgagees, to execute, acknowledge and record a consent to such amendment or amendments without coming back to the owner for his or her consent at the time of such amendment, other than amendments adversely affecting such owners or mortgagees rights or changing such owners percentage of interest in the Common Areas and Facilities or the method of determining that interest.

This Declaration may be amended for any of the purposes stated in the first paragraph of this Section 12.1 upon the filing for record with the Recorder of Franklin County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended. This instrument shall have been duly executed by the Declarant acting as a Unit owner (if it still owns at least one Unit at that time), as Declarant and as Attorney-in-Fact for the other Unit owners and their mortgagees as above provided.

Any instrument including any amendments described in this Section 12.1 must be executed with the same formalities as this instrument and must refer to the volume and page number under which the initial page of this Declaration is recorded. Except as otherwise required by the above or other provisions of this Declaration or by Chapter 5311 of the Ohio Revised Code, no consent of any Unit owner other than Declarant shall be required for the amendments described in this Section 12.1 to be effective.

12.2 Other Amendments. Except as otherwise provided in this Declaration and/or in the Bylaws, this Declaration and the Bylaws may be amended for purposes other than those described in Article 11 and in Section 12.1 upon the filing for record with the Recorder of Franklin County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added. Such amendment must be executed by the President of the Association with the same formalities as this instrument and must refer to the recording reference of the first page of this instrument and its attached exhibits. It must contain an affidavit by the President of the Association stating that Unit owners entitled to exercise at least seventy-five percent (75%) of the total voting power of the Association or a greater percentage as may be more specifically required by the terms of the Declaration, the By-laws or other Condominium Documents, have approved the amendment.

So long as the Declarant is an owner of or is constructing Units on Parcel 1 and Parcel 2, no amendment to the Declaration, Bylaws, Rules or Regulations having the effect of: (a) directly or indirectly altering the exterior appearance of any part of the Condominium Property; (b) reducing or discontinuing any maintenance standard or practice in effect as of the date when the Declarant no

longer controls the Board of Managers; (c) adversely affecting the Declarant's sale or leasing of any Units; or (d) otherwise adversely affecting the Declarant, any of its rights, or any Unit owned by it, shall have any effect, nor shall the foregoing have any effect upon a bona fide first mortgagee or upon any of their respective rights, until the written consent of Declarant and/or such mortgagee to such amendment has been secured. However, no such mortgagee's consent shall be required for any amendment made pursuant to Article 11 or Section 12.1 of Article 12 hereof. Such consents shall be retained by the Secretary of the Association and his or her certification in the instrument of amendment as to the consent or non-consent of Declarant and as to the names of the consenting and non-consenting mortgagees of the various Units shall be sufficient for reliance by the general public. If Declarant refuses to consent to an amendment to the Declaration and/or the Bylaws, or if less than all mortgagees consent to such amendment, such amendment or modification shall nevertheless be valid among the Unit owners, inter sese, provided that the rights of the Declarant or of a non-consenting mortgagee shall not be derogated thereby. No provision in this Declaration or in the Bylaws may be changed, modified or rescinded, however, which, after such change, modification or rescission would conflict with the provisions of Chapter 5311, Ohio Revised Code in effect on the date of recording of this Declaration or of such amendment.

ARTICLE 13

Remedies for Breach of Covenants and Regulations

13.1 Abatement, Enjoinment and Restrictions on Leasing. The violation of any restriction, rule, condition or regulation adopted by the Board of Managers of the Association or the breach of any covenant or provision contained in this Declaration or in the Bylaws shall give the Board of Managers the right, in addition to the other rights stated in this Declaration, (i) to enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that exists thereon contrary to the intent and meaning of the provisions of this Declaration and/or of the Bylaws or Rules and Regulations of the Association, and the Board of Manager, or its agents, shall not be thereby deemed guilty in any manner of trespass; or (ii) to prohibit any new leasing of Units by the party to whom the violation or breach is attributed until such violation or breach is cured.

13.2 Involuntary Sale. If any owner (either by his or her own conduct or by the conduct of any other occupant of his or her Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, of the Bylaws or of the Rules and Regulations, and such violation shall continue for thirty (30) days

after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty (30) day period after written notice or request from the Board of Managers to cure such violation, then the Board of Managers shall have the power to issue to the defaulting owner a ten (10) day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his or her Unit. Thereupon an action in equity may be filed in the Common Pleas Court of Franklin County, Ohio, by the Board of Managers against the defaulting owner for a decree of mandatory injunction against the owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit owned by the defaulting owner, which consent shall not be unreasonably withheld, in the alternative, a decree declaring the termination of the defaulting owner's right to occupy, use or control the Unit owned by him or her on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring his or her interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser at such sale shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold. Such purchaser may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration, to the Bylaws and to all then existing Rules and Regulations.

ARTICLE 14

Eminent Domain; Obsolescence

If all or any part of any Unit or of the Common Areas and Facilities shall be taken, injured or destroyed by the exercise of the power of eminent domain, each Unit owner and mortgagee affected thereby shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto. Any damages shall be for the taking, injury or destruction as a whole and shall be collected by the Association and distributed by it among the Unit owners and among any mortgagees entitled thereto pursuant to the terms of their mortgages in proportion to each Unit owner's interest in the Common

Areas and Facilities. Any reallocation of percentages of interest in the Common Areas and Facilities after a partial taking hereunder or after a partial destruction under Section 7.2 hereof shall be effected by an amendment to this Declaration which shall require the approval of all Unit owners affected by the reallocation and approval by the Required Eligible Mortgagee Vote before it can be certified by the President of the Association as described in Section 12.2 hereof and recorded.

ARTICLE 15

Notices

All notices hereunder or required by law shall be in writing, and shall be deemed properly delivered when and if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the intended recipient at his last known address.

ARTICLE 16

Miscellaneous Provisions

16.1 Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all easements, agreements, obligations, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and by all Exhibits hereto. All rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such party in like manner as though the provisions of the Declaration and of all exhibits hereto were recited and stipulated at length in each and every deed of conveyance or other instrument creating such interest or estate.

16.2 No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration and/or in any exhibits hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

16.3 The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration and/or of all exhibits hereto or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and/or of such exhibits.

16.4 If any of the privileges, covenants or rights created by this Declaration and/or by any of the exhibits hereto shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of William Jefferson Clinton, the President of the United States.

16.5 Notwithstanding anything to the contrary contained herein, unless specifically controlled by a more restrictive provision under Ohio law or contained herein, the Association shall not without the prior written consent of at least fifty-one percent (51%) of the Eligible Mortgagees and seventy-five percent (75%) of the individual Unit owners (other than Declarant), be entitled to:

(a) change the pro rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;

(b) partition or subdivide any Unit;

(c) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed a transfer within the meaning of this clause);

(d) use hazard insurance proceeds for losses to any part of the Condominium Property (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such Condominium Property, except as provided in Section 7.4 of this Declaration in case of substantial damage to the Units and/or Common Areas and Facilities of the Condominium Property;

(e) change the voting rights of the Unit owners or the Eligible Mortgage Holders;

(f) change the manner or procedure of the Association filing liens for nonpayment of assessments or change the priority of such Association's liens;

(g) change or reallocate the responsibility for maintenance and repairs of the Units and Common Areas and Facilities including the Limited Common Areas and Facilities;

(h) amend the Unit owner's respective rights to use the Common Areas and Facilities including the respective Limited Common Areas and Facilities;

(i) redefine any Unit boundaries;

(j) convert Units into Common Areas and Facilities or convert Common Areas and Facilities into Units;

(k) change the requirements or amounts relating to maintenance of hazard and flood insurance, liability insurance or fidelity insurance;

(l) impose restrictions on a Unit owner's right to lease his or her Unit;

(m) impose restrictions on a Unit owner's right to sell or transfer his or her Unit;

(n) establish self-management when professional management had been required previously by the Condominium Documents or by an Eligible Mortgagee;

(o) restore or repair the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration;

(p) take any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;

(q) amend the provisions of the Declaration, the By-laws or any of the condominium documents relating to the reduction in the reserves for maintenance, repair and replacement of the Common Areas and Facilities; or

(r) amend any other term or provisions of this Declaration, the By-laws or other condominium documents that expressly benefit mortgage holders, insurers or guarantors.

(s) increase the condominium assessment by more than twenty-five percent (25%) of the previous assessed amount.

16.6 Except as otherwise provided in this Declaration or under the provisions of Chapter 5311 of the Ohio Revised Code, neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by

reason of any actions performed pursuant to any authorities granted or delegated to it or to them by or pursuant to this Declaration or the Bylaws or in its (or its representatives) capacity as owner, Declarant, manager or seller of the Condominium Property whether or not such claim (i) shall be asserted by any Unit owner, occupant, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit owner, occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any services (heat, air-conditioning, electricity, gas, water, sewage, etc.). The Declarant shall give to each Unit owner at the closing of his or her purchase of his or her Unit all warranties required of the Declarant by Section 5311.25(E) of the Ohio Revised Code. The Declarant shall have no liability in its capacity as Declarant or contractor for any improvements made or provided by it in the Condominium other than as expressly stated in such warranties.

16.7 Whenever any Unit is owned by a corporation, partnership, trust, or other entity (other than the Declarant to whom this provision shall not apply), the respective agent of the aforementioned entity (i.e. president or chief executive officer or other authorized agent, partner or trustee) shall designate the occupant or occupants or other authorized agent who shall be entitled to use and occupy the Unit. Only the designated occupants, their invitees, employees, and guests may use the Unit. The occupants designated shall execute a written covenant by the adults of such group entitled to use the Unit in favor of the Association whereby they agree to comply with the terms and provisions of the Declaration and exhibits attached thereto and the Rules and Regulations. The written covenant shall contain an acknowledgment that the use of the Unit or Units shall continue only so long as the aforementioned entity shall continue to be a member of the Association. Upon demand by the Association to the aforementioned Unit owner to remove any party given permission to use a Unit owned by the corporation, partnership, trust or other entity for a failure of such party using the Unit or Units to comply with the terms and conditions of this Declaration and exhibits hereto and/or with the Rules and Regulations, the aforementioned Unit owner shall forthwith cause such party occupying the Unit or Units to be removed. In the event the aforementioned owner fails to remove the party using the Unit, the Association, as agent of the owner, may take such action as it

deems appropriate to accomplish the removal of such user. All such action by the Association shall be at the cost and expense of the Unit owner, and it shall reimburse the Association therefor upon demand, together with such attorneys fees, court costs and other expenses as the Association may incur in the removal.

16.8 The headings to each Article and to each Section hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

16.9 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

16.10 Words of any gender used in this Declaration shall be held and construed to include any other gender; any words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

IN WITNESS WHEREOF, the Declarant has caused the execution of this instrument this 5th day of August, 1994.

Signed and Acknowledged
In The Presence Of:

Marsha K. Beckham
Print: Marsha K. Beckham

Ginger D Perreault
Print: Ginger D. Perreault

HILLS BUILDING & CONSTRUCTION SERVICES NO. 3, INC., an Ohio corporation

By: Stephen Guttman, President
Name: Stephen Guttman
Title: President

STATE OF OHIO)
) ss:
COUNTY OF Hamilton)

The foregoing instrument was acknowledged before me this 11 day of August, 1994, by Stephen Guttman, President of Hills Building & Construction Services No. 3, Inc., an Ohio corporation, on behalf of the corporation.

Ginger D Perreault
Notary Public

This instrument prepared by:

Vivian M. Raby, Esq.
Keating, Muething & Klekamp
1800 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202

My Jurisdiction is:
State of Ohio
County of Hamilton
My commission expires:
2-18-99

NOTARIAL SEAL
STATE OF OHIO

182243.2

Exhibit A

DUBLIN GREEN CONDOMINIUM
PHASE 1-A

Situated in the State of Ohio, County of Franklin, City of Columbus, being located in Section 4, Township 2, Range 19, United States Military Lands and being part of the 19.395 acre tract conveyed to Hills Building & Construction Services No. 3, Inc., by deed of record in Official Record 23810A09, all references being to records in the Recorder's Office, Franklin County, Ohio and bounded and described as follows:

Beginning for reference at a point in the northerly right-of-way line of Dublin-Granville Road (State Route 161) at the southeasterly corner of said Hills Building & Construction Services No. 3, Inc. 19.395 acre tract, the southwesterly corner of the MWM Partners 20.766 acre tract, of record in Official Record 24082G19;

thence along the westerly line of said MWM Partners 20.766 acre tract, the following eight (8) courses and distances:

1) North 10° 53' 40" East, 115.00 feet to a point;

2) North 16° 39' 31" West, 42.53 feet to a point;

3) North 33° 12' 30" West, 79.24 feet (a chord bearing and distance, Delta = 48° 13' 00", Radius = 97.00 feet), to a point;

4) North 49° 27' 05" West, 69.50 feet to a point;

5) North 9° 06' 00" West, 190.00 feet to a point;

6) North 1° 15' 30" West, 63.31 feet (a chord bearing and distance, Delta = 15° 41' 00", Radius = 232.00 feet), to a point;

7) North 6° 35' 00" East, 287.78 feet to a point; and

8) North 0° 10' 00" East, 258.77 feet to the TRUE POINT OF BEGINNING and being the southeasterly corner of the tract herein intended to be described;

thence North 89° 50' 00" West, a distance of 55.37 feet to a point;

thence North 56° 13' 11" West, 39.98 feet to a point;

thence North 81° 52' 21" West, a distance of 100.84 feet to a point;

Continued.....

DUBLIN GREEN CONDOMINIUM
PHASE 1-A
- Page Two -

thence along the arc of a curve to the right (Delta = 77° 03' 55", Radius = 250.00 feet), a chord bearing and distance of North 51° 12' 35" West, 311.48 feet to a point of compound curvature;

thence along the arc of a curve to the right (Delta = 75° 44' 46", Radius = 40.00 feet), a chord bearing and distance of North 25° 34' 44" East, 49.11 feet to a point of reverse curvature;

thence along the arc of a curve to the left (Delta = 48° 07' 33", Radius = 87.00 feet), a chord bearing and distance of North 39° 23' 20" East, 70.95 feet to a point;

thence South 75° 19' 57" East, a distance of 19.01 feet to a point;

thence North 14° 40' 03" East, a distance of 65.00 feet to a point;

thence North 75° 19' 57" West, a distance of 19.00 feet to a point;

thence North 14° 40' 03" East, a distance of 92.66 feet to a point of curvature of a curve to the right;

thence along the arc of said curve (Delta = 51° 02' 57", Radius = 38.00 feet), a chord bearing and distance of North 40° 11' 31" East, 32.75 feet to a point of tangency;

thence North 65° 43' 00" East, a distance of 88.14 feet to a point of curvature of a curve to the right;

thence along the arc of said curve (Delta = 28° 42' 33", Radius = 88.00 feet), a chord bearing and distance of North 80° 04' 17" East, 43.63 feet to a point of tangency;

thence South 85° 34' 27" East, a distance of 115.53 feet to a point of curvature of a curve to the left;

thence along the arc of said curve (Delta = 12° 23' 22", Radius =212.00 feet), a chord d bearing and distance of North 88° 13' 52" East, 45.75 feet to a point;

thence South 2° 12' 59" West, a distance of 123.08 feet to a point;

thence South 16° 55' 50" East, a distance of 203.30 feet to an angle point in the westerly line of the MWM Partners 20.766 acre tract;

Continued.....

DUBLIN GREEN CONDOMINIUM
PHASE 1-A
- Page Three -

thence along said westerly line of the MWM Partners 20.766 acre tract, the following three (3) courses and distances:

1) South 0° 10' 00" West, 131.25 feet to an iron pin;

2) South 36° 35' 49" West, 57.43 feet to an iron pin; and

3) South 0° 10' 00" West, 49.88 feet to the point of beginning, containing 4.327 acres, more or less.

Subject, however, to all legal rights-of-ways and/or easements, if any, of previous record.

Bearings contained herein are based on the same meridian as the bearing of the easterly right-of-way line of Federated Boulevard (North 25° 30' 10" East) of record in Plat Book 64, Pages 19 and 20.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

By Thomas D. Sibbalds
Thomas D. Sibbalds
Registered Surveyor No. 5908

TDS:kd

DUBLIN GREEN CONDOMINIUM
PHASE 1-B

Situated in the State of Ohio, County of Franklin, City of Columbus, being located in Section 4, Township 2, Range 19, United States Military Lands and being part of the 19.395 acre tract conveyed to Hills Building & Construction Services No. 3, Inc. by deed of record in Official Record 23810A09, all references being to records in the Recorder's Office, Franklin County, Ohio and bounded and described as follows:

Beginning at a point in the northerly line of said Hills Building & Construction Services No. 3, Inc. 19.395 acre tract, the southerly line of the Fogelman Properties Equity Limited Partnership 22.609 acre tract, of record in Official Record 1182C05, said point also being located South 85° 34' 27" East, a distance of 144.85 feet from the intersection of said southerly line of the 22.609 acre tract, with the easterly right-of-way line of Federated Boulevard; to the true place of beginning of the tract herein intended to be described;

thence South 85° 34' 27" East, along said southerly line of the 22.609 acre tract and said line produced easterly, a distance of 269.38 feet to a point;

thence South 0° 24' 04" East, a distance of 23.42 feet to a point;

thence along the arc of a curve to the right (Delta = 4° 49' 12", Radius = 188.00 feet), a chord bearing and distance of North 87° 59' 03" West, 15.81 feet to a point of tangency;

thence North 85° 34' 27" West, a distance of 115.53 feet to a point of curvature of a curve to the left;

thence along the arc of said curve (Delta = 28° 42' 33", Radius = 112.00 feet), a chord bearing and distance of South 80° 04' 17" West, 55.53 feet to a point of tangency;

thence South 65° 43' 00" West, a distance of 88.14 feet to a point of curvature of a curve to the left;

thence along the arc of said curve (Delta = 51° 02' 57", Radius = 62.00 feet), a chord bearing and distance of South 40° 11' 31" West, 53.43 feet to a point of tangency;

thence North 14° 40' 03" East, a distance of 125.46 feet to the point of beginning, containing 0.248 acre, more or less.

Subject, however, to all legal rights-of-ways and/or easements, if any, of previous record.

Continued.....

DUBLIN GREEN CONDOMINIUM
PHASE 1-B
- Page Two -

Bearings shown hereon are based on the same meridian as the easterly right-of-way line of Federated Boulevard (North 25° 30' 10" East) as shown on plat of record in Plat Book 64, Pages 19 and 20.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

By _____
Thomas D. Sibbalds
Registered Surveyor No. 5908

TDS:kd

Exhibit B

DUBLIN GREEN CONDOMINIUM
ADDITIONAL PROPERTY

Situated in the State of Ohio, County of Franklin, City of Columbus, being located in Section 4, Township 2, Range 19, United States Military Lands and being part of the 19.395 acre tract conveyed to Hills Building & Construction Services No. 3, Inc. by deed of record in Official Record 23810A09, all references being to records in the Recorder's Office, Franklin County, Ohio and bounded and described as follows:

Beginning, for reference, at a railroad spike in the centerline of Dublin-Granville Road (State Route 161), at the southwesterly corner of "BROOKSIDE WOODS SECTION 4", as recorded in Plat Book 62, Pages 29 and 30, said point of beginning also being the southeasterly corner of that 1.332 acre tract of land described in the deed to the City of Columbus, Ohio, of record in Official Record 06954H13;

thence North 79° 06' 20" West, along the centerline of Dublin-Granville Road, a distance of 390.00 feet to a point;

thence leaving said centerline, North 10° 53' 40" East, 60.00 feet to a point in the north line of said 1.332 acre tract and the TRUE PLACE OF BEGINNING of the tract herein intended to be described;

thence North 79° 06' 20" West, parallel with and 60 feet north from, as measured at right angles, the centerline of said Dublin-Granville Road and along the northerly line of said 1.332 acre tract, a distance of 314.32 feet to an angle point in said line;

thence North 75° 19' 20" West, continuing along said parallel line and along said northerly line, a distance of 260.52 feet to a point marking the northwest corner of said 1.332 acre tract and in a westerly line of said Hills Building & Construction Services No. 3, Inc. 19.395 acre tract (said point is also in the easterly line of "SAWMILL PLACE" of record in Plat Book 66, Page 76;

thence North 14° 40' 40" East, along the line common to said "SAWMILL PLACE" and said 19.395 acre tract, a distance of 859.29 feet to an iron pin marking an angle point in said line;

thence North 0° 47' 15" East, continuing along said common line, a distance of 30.00 feet to an iron pin marking the northeast corner of said "SAWMILL PLACE" (said corner being in the arc of a curve to the right);

thence northwesterly, along the northerly line of said "SAWMILL PLACE" and a southerly line of said 19.395 acre tract, and along the arc of said curve to the right (Radius = 750.0 feet, Delta = 24° 42' 55"), along a chord of which bears North 76° 51' 18" West, a

Continued.....

DUBLIN GREEN CONDOMINIUM
ADDITIONAL PROPERTY
- Page Two -

distance of 321.02 feet to an iron pin marking an angle point in said line and the point of tangency of said curve;

thence North 84° 29' 50" West, a distance of 127.75 feet to a point in the easterly right-of-way line of Federated Boulevard (80 feet in width) as delineated in Plat Book 84, Pages 19 and 20;

thence North 25° 30' 10" East, along the easterly line of Federated Boulevard a distance of 263.25 feet to a point of curvature to the left;

thence northeasterly, continuing along said easterly right-of-way line and along the arc of said curve to the left (Radius = 940.0 feet, Delta = 21° 04' 59"), along a chord of which bears North 14° 57' 40" East, a distance of 343.94 feet to a point;

thence leaving the easterly line of Federated Boulevard, South 85° 34' 27" East, along the southerly line of a 22.609 acre tract conveyed to Fogelman Properties Equity Limited Partnership by deed of record in Official Record 1182C05, a distance of 168.02 feet to a point;

thence South 14° 40' 03" West, a distance of 125.46 feet to a point;

thence along the arc of a curve to the right (Delta = 51° 02' 57", Radius = 62.00 feet), a chord bearing and distance of North 40° 11' 31" East, 53.43 feet to a point of tangency;

thence North 65° 43' 00" East, a distance of 88.14 feet to a point of curvature of a curve to the right;

thence along the arc of said curve (Delta = 28° 42' 33", Radius = 112.00 feet), a chord bearing and distance of North 80° 04' 17" East, 55.53 feet to a point of tangency;

thence South 85° 34' 27" East, a distance of 115.53 feet to a point of curvature of a curve to the left;

thence along the arc of said curve (Delta = 4° 49' 12", Radius = 188.00 feet), a chord bearing and distance of South 87° 59' 03" East, 15.81 feet to a point;

thence North 0° 24' 04" West, a distance of 23.42 feet to a point;

Continued.....

DUBLIN GREEN CONDOMINIUM
ADDITIONAL PROPERTY
- Page Three -

thence North 85° 34' 27" West, a distance of 23.17 feet to the southeasterly corner of the Fogelman Properties Equity L.P. 22.609 acre tract;

thence North 0° 24' 04" West, along an easterly line of said tract and a westerly line of the Hills Building & Construction Services No. 3, Inc. 19.395 acre tract, a distance of 220.09 feet to an iron pin;

thence North 75° 17' 29" East, along a southerly line of said 22.609 acre tract and a northerly line of said 19.395 acre tract, a distance of 169.19 feet to a point;

thence leaving the southerly line of said 22.609 acre tract and the northerly line of said Hills Building & Construction Services No. 3, Inc. tract, the following courses and distances:

South 24° 44' 00" West, 165.97 feet to a point of curvature to the left;

Southwesterly, along said curve (Radius = 130.0 feet, Delta = 35° 44' 00"), along a chord of which bears South 6° 52' 00" West, 79.77 feet to the point of tangency;

South 11° 00' 00" East, 32.00 feet to a point;

North 79° 00' 00" East, 47.93 feet to a point;

South 11° 00' 00" East, 60.00 feet to a point;

North 79° 00' 00" East, 88.57 feet to a point of curvature to the right;

Southeasterly, along said curve (Radius = 170.0 feet, Delta = 41° 27' 05"), along a chord of which bears South 80° 16' 28" East, a distance of 120.32 feet to a point;

South 53° 24' 53" West, 102.03 feet to a point;

South 36° 35' 07" East, 126.89 feet to a point;

South 33° 03' 00" West, 179.98 feet to a point;

North 89° 50' 00" West, 143.12 feet to an angle point in the westerly line of the MWM Partners 20.766 acre tract;

Continued.....

DUBLIN GREEN CONDOMINIUM
ADDITIONAL PROPERTY
- Page Four -

thence North 16° 55' 50" West, a distance of 203.30 feet to a point;

thence North 2° 12' 59" East, a distance of 123.08 feet to a point;

thence along the arc of a curve to the right (Delta = 12° 23' 22", Radius = 212.00), a chord bearing and distance of South 88° 13' 52" West, 45.75 feet to a point of tangency;

thence North 85° 34' 27" West, a distance of 115.53 feet to a point of curvature of a curve to the left;

thence along the arc of said curve (Delta = 28° 42' 33", Radius = 88.00 feet), a chord bearing and distance of South 80° 04' 17" West, 43.63 feet to a point of tangency;

thence South 65° 43' 00" West, a distance of 88.14 feet to a point of curvature of a curve to the left;

thence along the arc of said curve (Delta = 51° 02' 57", Radius = 38.00 feet), a chord bearing and distance of South 40° 11' 31" West, 32.75 feet to a point of tangency;

thence South 14° 40' 03" West, a distance of 92.66 feet to a point;

thence South 75° 19' 57" East, a distance of 19.00 feet to a point;

thence South 14° 40' 03" West, a distance of 65.00 feet to a point;

thence North 75° 19' 57" West, a distance of 19.01 feet to a point;

thence along the arc of a curve to the right (Delta = 48° 07' 33", Radius = 87.00 feet), a chord bearing and distance of South 39° 23' 20" West, 70.95 feet to a point of reverse curvature;

thence along the arc of a curve to the left (Delta = 75° 44' 46", Radius = 40.00 feet), a chord bearing and distance of South 25° 34' 44" West, 49.11 feet to a point of compound curvature;

thence along the arc of a curve to the left (Delta = 77° 03' 55", Radius = 250.00 feet), a chord bearing and distance of South 51° 12' 35" East, 311.48 feet to a point;

thence South 81° 52' 21" East, a distance of 100.84 feet to a point;

Continued.....

DUBLIN GREEN CONDOMINIUM
ADDITIONAL PROPERTY

thence South 56° 13' 11" East, a distance of 39.98 feet to a point;

thence South 89° 50' 00" East, a distance of 55.37 feet to a point in the westerly line of the MWM Partners 20.766 acre tract;

thence South 0° 10' 00" West, 258.77 feet to a point;

thence South 6° 35' 00" West, 287.78 feet to a point of curvature to the left;

thence Southeasterly, along the arc of said curve (Radius = 232.0 feet, Delta = 15° 41' 00"), along a chord of which bears South 1° 15' 30" East, 63.31 feet to a point of tangency;

thence South 9° 06' 00" East, 190.00 feet to a point;

thence South 49° 27' 05" East, 69.50 feet to a point in the arc of a curve to the left;

thence Southeasterly, along the arc of said curve (Radius = 97.0 feet, Delta = 48° 13' 00" East), along a chord of which bears South 33° 12' 30" East, a distance of 79.24 feet to a point;

thence South 16° 39' 31" East, 42.53 feet to a point;

thence South 10° 53' 40" West, 115.0 feet to the TRUE PLACE OF BEGINNING, containing 14.820 acres, more or less.

Subject, however, to all legal rights-of-ways and/or easements, if any, of previous record.

Bearings contained herein are based on the same meridian as the bearing of the easterly right-of-way line of Federated Boulevard (North 25° 30' 10" East), of record in Plat Book 64, Pages 19 and 20.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

By _____
Thomas D. Sibbalds
Registered Surveyor No. 5908

TDS:kd

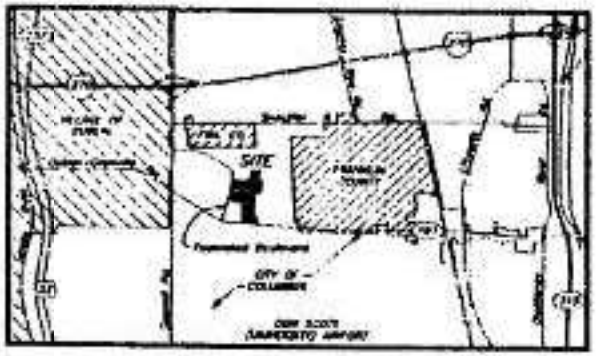
DUBLIN GREEN CONDOMINIUM
PHASE I

LOCATED IN SECTION 4, TOWNSHIP 2, RANGE 19,
UNITED STATES MILITARY LANDS

CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO

OWNER & DEVELOPER

HILLS BUILDING & CONSTRUCTION SERVICES NO. 3, INC.



LOCATION MAP
NO SCALE

Prepared by

EVANS, MECHWART, HAMBLETON, & TILTON INC.
CONSULTING ENGINEERS AND SURVEYORS
170 MILL STREET
GAHANNA, OHIO 43230
614/471-1150

THE UNDERSIGNED OWNER SUBMITS THE LANDS HEREIN DESCRIBED AND THEIR INTEREST THEREIN TO THE CONDOMINIUM PLAN KNOWN AS DUBLIN GREEN CONDOMINIUM PHASE I AS SET FORTH IN THE DECLARATION OF SAID CONDOMINIUM AND THE ARTICLES OF INCORPORATION AND BYLAWS OF THE UNIT OWNERS ASSOCIATION FILED UNDER THE CONDOMINIUM STATUTES OF THE STATE OF OHIO.

THE PERCENTAGE OF INTEREST IN THE COMMON AREA WHICH IS OWNED BY EACH UNIT IS SET FORTH IN THE CONDOMINIUM DECLARATION TO WHICH THE SMALL SCALE COPY OF THIS DRAWING IS ATTACHED.

THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR DUBLIN GREEN CONDOMINIUM PHASE I AND BYLAWS OF THE UNITS OWNER'S ASSOCIATION ARE RECORDED IN THE DEED RECORDS OF FRANKLIN COUNTY, OHIO IN OFFICIAL RECORD _____ (PHASE I).

THE LARGE SCALE CONDOMINIUM DRAWINGS ARE RECORDED IN THE PLAT RECORDS OF FRANKLIN COUNTY, OHIO IN CONDOMINIUM BOOK _____, PAGE _____.

OWNER:

HILLS BUILDING & CONSTRUCTION SERVICES NO. 3, INC.

Robert W. Krohngold
WITNESS
PRINT: Bert Krohngold

Stephen Guttman, Pres.
PRINT: STEPHEN GUTTMAN
ITS: PRESIDENT

Nancy Peters
WITNESS
PRINT: Nancy Peters

STATE OF OHIO, S.S.
COUNTY OF HAMILTON

BE IT REMEMBERED THAT ON THIS 3rd DAY OF August, 1994, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY CAME SAID HILLS BUILDING & CONSTRUCTION SERVICES NO. 3, INC. BY STEPHEN GUTTMAN ITS PRESIDENT, WHO ACKNOWLEDGED THAT HE DID SIGN THE SEVEN CONDOMINIUM DECLARATION AND THAT THE SAME IS HIS FREE AND VOLUNTARY ACT AS SUCH OFFICER.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

Margaret L. Hoffmeier
NOTARY PUBLIC

MARGARET L. HOFFMEIER
Notary Public, State of Ohio
My Commission Expires June 21, 1999
MY COMMISSION EXPIRES

CERTIFICATION:

THE SEVEN DRAWINGS OF THE DUBLIN GREEN CONDOMINIUM PHASE I IS 4.33± AC. (PHASE I-A) AND 0.31± AC. (PHASE I-B) OUT OF LANDS CONVEYED TO HILLS BUILDING & CONSTRUCTION SERVICES NO. 3, INC., BY DEED RECORDED IN OFFICIAL RECORD 32810 A08, OF THE RECORDS OF FRANKLIN COUNTY, OHIO. THE MEASUREMENTS ARE CONSIDERED CORRECT.

THESE DRAWINGS SHOW GRAPHICALLY, INSOFAR AS IS POSSIBLE, ALL OF THE PARTICULARS OF THE LAND, BUILDING, AND OTHER IMPROVEMENTS INCLUDED IN THE CONDOMINIUM, INCLUDING BUT NOT LIMITED TO, THE LAYOUT, LOCATION, DESIGNATION, AND DIMENSIONS OF EACH UNIT. THE LOCATION AND DIMENSIONS OF ALL APPURTENANT EASEMENTS OR ENCROACHMENTS, AND IF THE CONDOMINIUM PROPERTY IS NOT CONTIGUOUS, THE DISTANCE BETWEEN ANY PARCELS OF LAND.

THESE DRAWINGS ACCURATELY SHOW THE BUILDING OR BUILDINGS AS CONSTRUCTED.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

BY: Thomas D. Gibbs
THOMAS D. GIBBS
REGISTERED SURVEYOR NO. 7800

BY: David A. Hussey
DAVID A. HUSSEY
REGISTERED ENGINEER NO. 33179

THE UNDERSIGNED LIENHOLDER HEREBY CONSENTS TO THE EXECUTION AND RECORDATION OF THIS PLAT OF LAND, TO BE KNOWN AS DUBLIN GREEN CONDOMINIUM PHASE I.

WITNESS
PRINT: _____

WITNESS
PRINT: _____

MORTGAGEE
THE PROVIDENT BANK

PRINT: _____
ITS: _____

STATE OF OHIO S. S.
COUNTY OF HAMILTON

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 1994, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY CAME THE PROVIDENT BANK BY _____ ITS _____ AND ACKNOWLEDGED THAT HE DID SIGN THE SEVEN CONDOMINIUM DECLARATION AND THAT THE SAME IS HIS FREE AND VOLUNTARY ACT AS SUCH OFFICER.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES

THE UNDERSIGNED LIENHOLDER HEREBY CONSENTS TO THE EXECUTION AND RECORDATION OF THE PLAT OF LAND TO BE KNOWN AS DUBLIN GREEN CONDOMINIUM PHASE I.

Robert D. Krohngold
WITNESS
PRINT: Robert D. Krohngold

Nancy Peters
WITNESS
PRINT: Nancy Peters

MORTGAGEE
HILLS FINANCIAL GROUP,
A LIMITED PARTNERSHIP
BY: HILLS DEVELOPERS, INC., GENERAL PARTNER

Stephen Guttman, President
PRINT: STEPHEN GUTTMAN
ITS: PRESIDENT

STATE OF OHIO S. S.
COUNTY OF HAMILTON

BE IT REMEMBERED THAT ON THIS DAY 3rd OF August, 1994, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY CAME SAID HILLS FINANCIAL GROUP, AN OHIO LIMITED PARTNERSHIP, BY _____ AS President OF HILLS DEVELOPERS, INC., AN OHIO CORPORATION, GENERAL PARTNER OF HILLS FINANCIAL GROUP, AN OHIO LIMITED PARTNERSHIP, WHO ACKNOWLEDGED THAT HE DID SIGN THE SEVEN CONDOMINIUM DECLARATION AND THAT THE SAME IS HIS FREE AND VOLUNTARY ACT AS SUCH GENERAL PARTNER.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE WRITTEN.

Margaret L. Hoffmeier
NOTARY PUBLIC

MARGARET L. HOFFMEIER
Notary Public, State of Ohio
My Commission Expires June 21, 1999
MY COMMISSION EXPIRES

STEPHEN Guttman, President OF HILLS BUILDING & CONSTRUCTION SERVICES NO. 3, INC. BEING FIRST DULY SWORN, SAYS THAT ALL PARTIES TO THE BEST OF HIS KNOWLEDGE, INTERESTED IN THESE LANDS, HAVE UNITED IN THE EXECUTION OF SAID DECLARATION OF OWNERSHIP AND DRAWINGS THEREOF.

HILLS BUILDING & CONSTRUCTION SERVICES NO. 3, INC.

Stephen Guttman, Pres.
PRINT: STEPHEN GUTTMAN
ITS: PRESIDENT

STATE OF OHIO, S. S.
COUNTY OF HAMILTON

BE IT REMEMBERED THAT ON THIS 3rd DAY OF August, 1994, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY CAME SAID HILLS BUILDING & CONSTRUCTION SERVICES NO. 3, INC. BY STEPHEN GUTTMAN ITS President, WHO ACKNOWLEDGED THAT HE DID SIGN THE SEVEN CONDOMINIUM DECLARATION AND THAT THE SAME IS HIS FREE AND VOLUNTARY ACT AS SUCH OFFICER. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARY SEAL ON THE DAY AND DATE ABOVE WRITTEN.

Margaret L. Hoffmeier
NOTARY PUBLIC IN AND FOR HAMILTON COUNTY, OHIO

MARGARET L. HOFFMEIER
Notary Public, State of Ohio
My Commission Expires June 21, 1999
MY COMMISSION EXPIRES

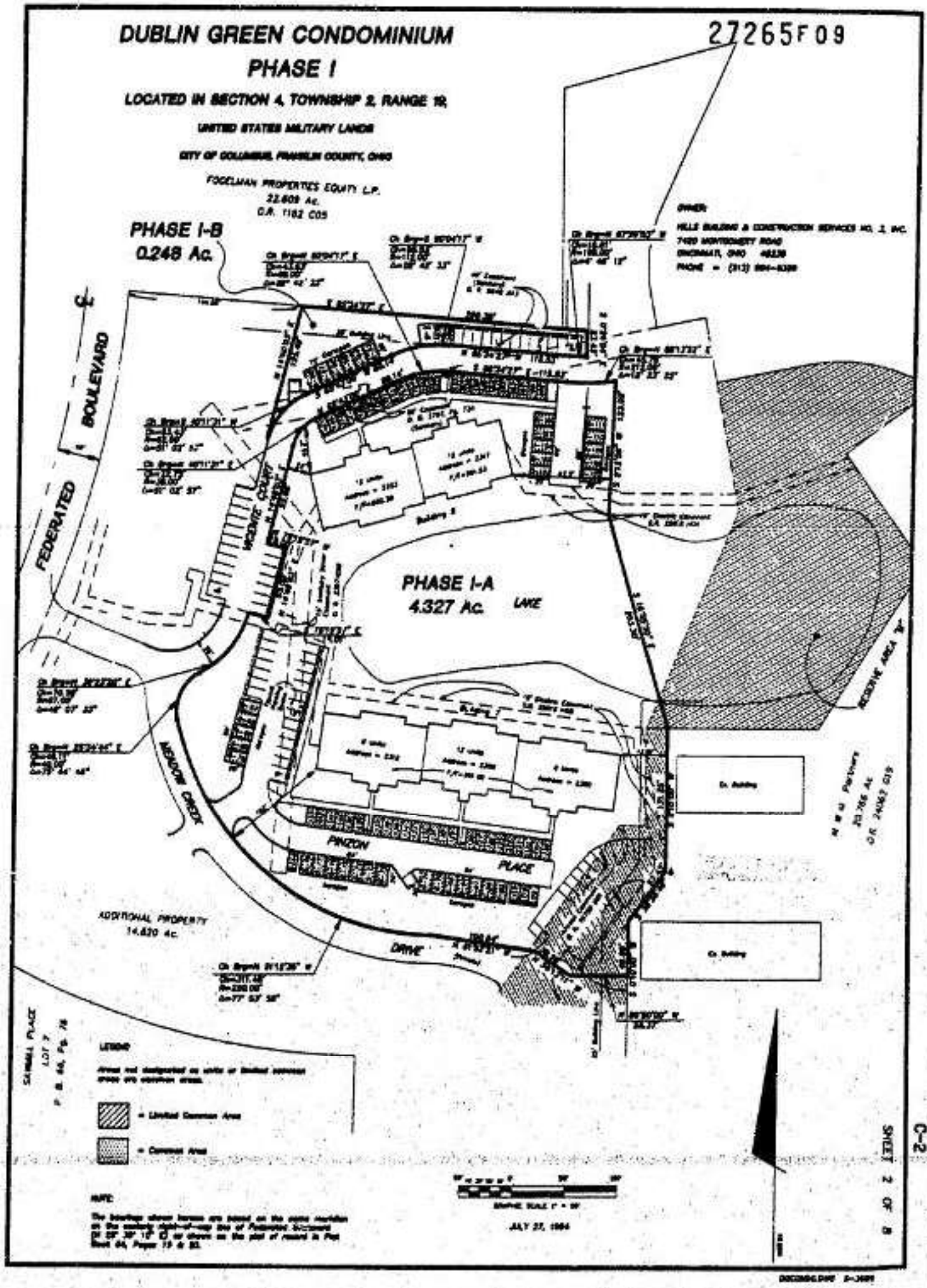
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27265F09

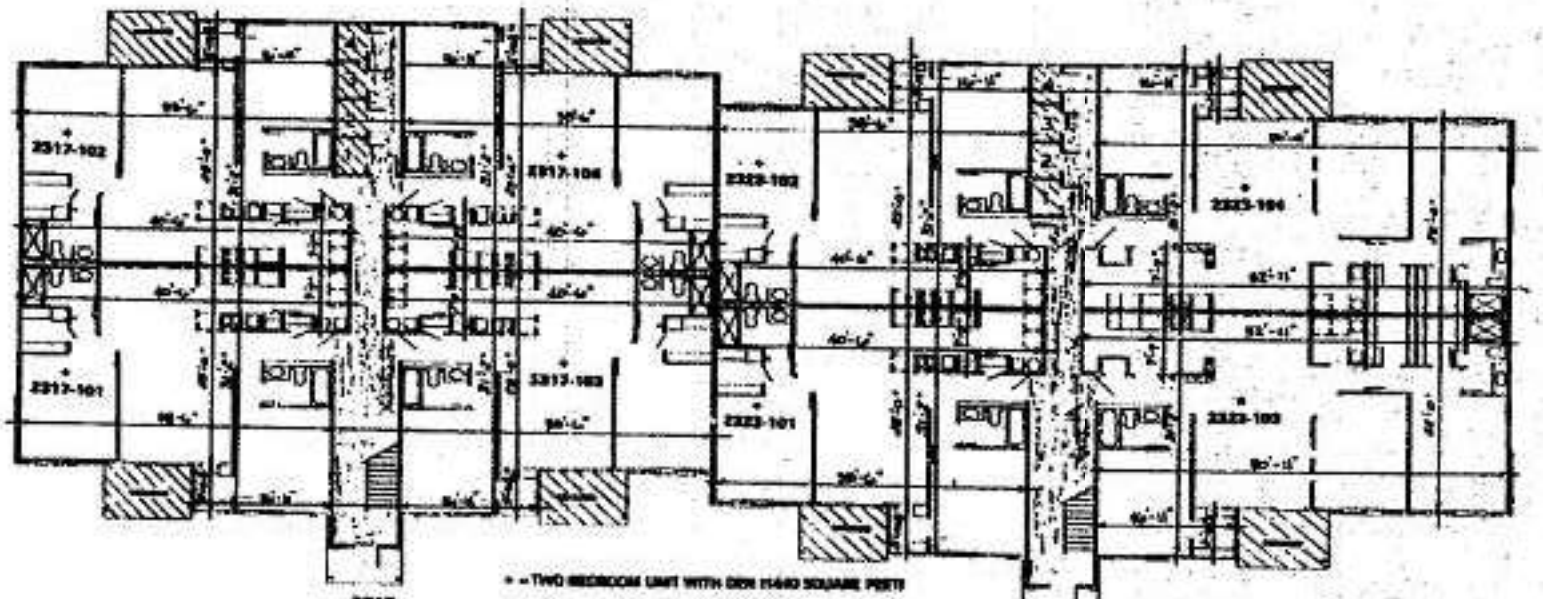
DUBLIN GREEN CONDOMINIUM

PHASE I

LOCATED IN SECTION 4, TOWNSHIP 2, RANGE 19,
UNITED STATES MILITARY LANDS
CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO



27265F10



+ = TWO BEDROOM UNIT WITH DEN (1440 SQUARE FEET)

+ = TWO BEDROOM UNIT (1130 SQUARE FEET)

2317
Vicenza

FLOOR ELEV. - 901.53

CEILING ELEV. - 909.61

2323
Vicenza

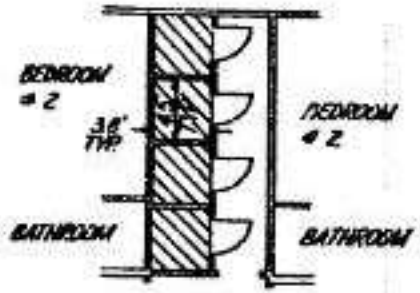
FLOOR ELEV. 902.20

CEILING ELEV. - 910.25

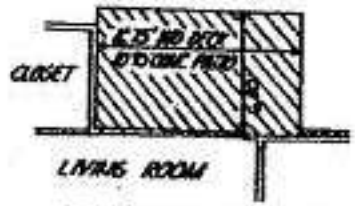
FIRST FLOOR PLAN
3/32" = 1'-0"



FIRST FLOOR CORRIDOR PLAN



STORAGE UNIT DETAIL (TYP)



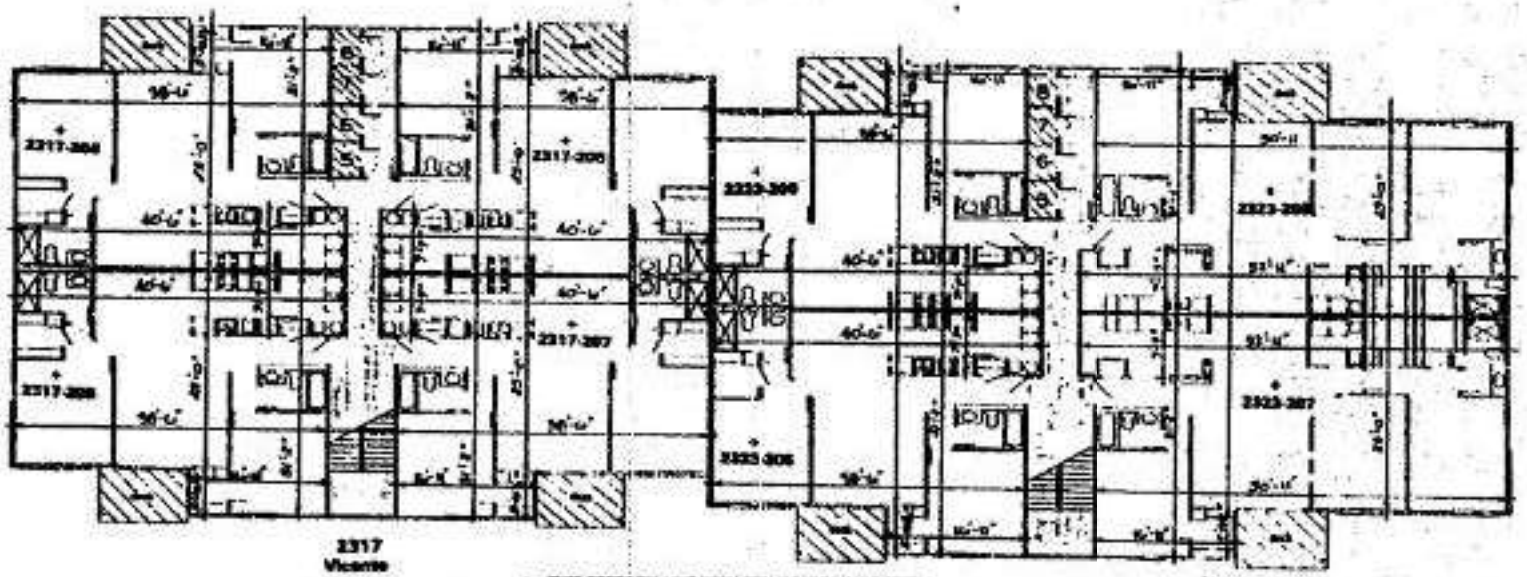
DECK/PATIO DETAIL (TYP)

COMMON AREA

LIMITED COMMON AREA

EVANS, MECHWART, HAMBLETON, & TILTON INC.
CONSULTING ENGINEERS AND SURVEYORS
1379 THIRD STREET
CUYAHOGA FALLS, OHIO
(216) 929-2900

27265FII
27265FTT



2317
Vicente

FLOOR ELEV. - 911.25

CEILING ELEV. - 919.28

* = TWO BEDROOM UNIT WITH DEN (1480 SQUARE FEET)

^ = TWO BEDROOM UNIT (1120 SQUARE FEET)

2323
Vicente

FLOOR ELEV. - 911.92

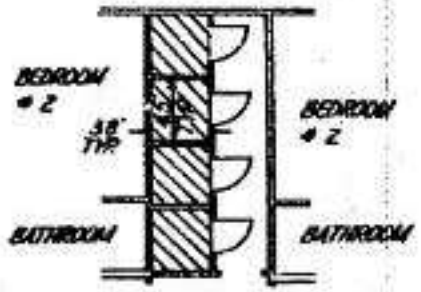
CEILING ELEV. - 919.97

SECOND FLOOR PLAN

3/32" = 1'-0"



SECOND FLOOR CORRIDOR PLAN



SPRINKLER UNIT DETAIL (TYP.)



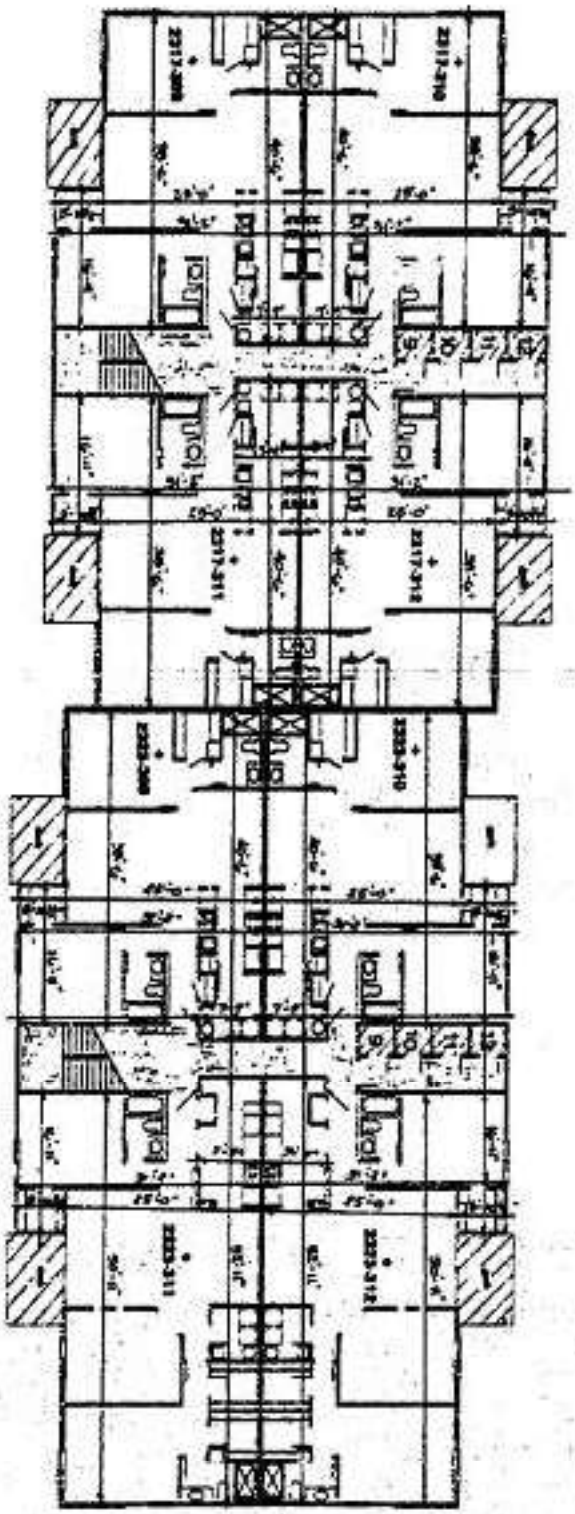
DECK/PATIO DETAIL (TYP.)

COMMON AREA

LIMITED COMMON AREA

EVANS, MECHWART, HAMBLETON, & TILTON INC.
CONSULTING ENGINEERS AND SURVEYORS
130 WEST STREET
COLUMBUS, OHIO 43215
614-471-2150

27265F12



THIRD FLOOR PLAN

3/32" = 1'-0"

2223 Vicente

FLOOR ELEV. - 921.21

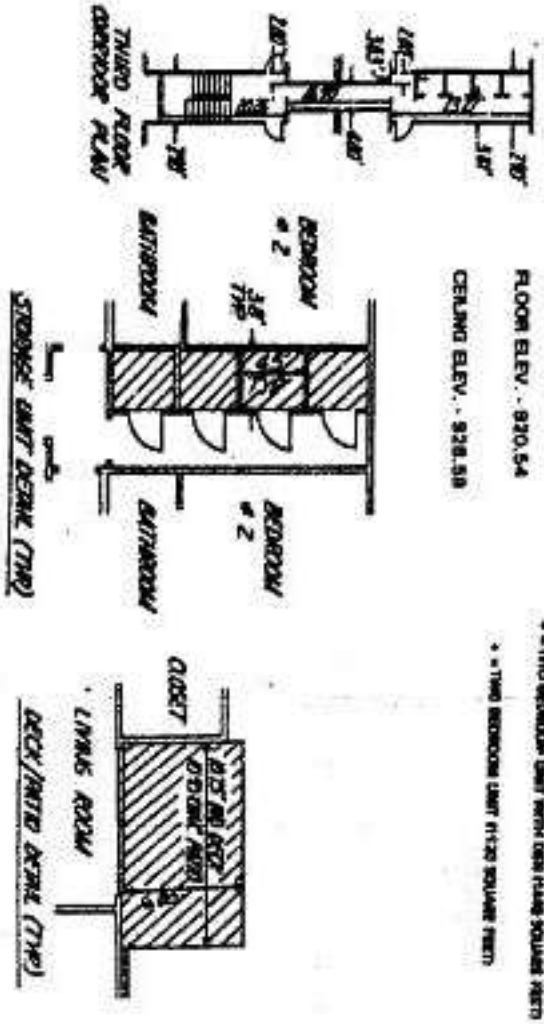
CEILING ELEV. - 928.27

* = TWO BEDROOM UNIT WITH 1009 PLANS SQUARE FEET

+ = TWO BEDROOM UNIT 1132 SQUARE FEET

LIMITED COMMON AREA

COMMON AREA



2317 Vicente

FLOOR ELEV. - 920.54

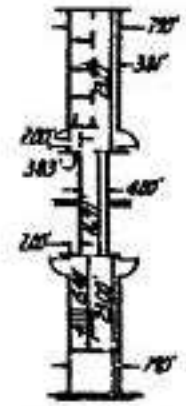
CEILING ELEV. - 928.59

5 OF 8

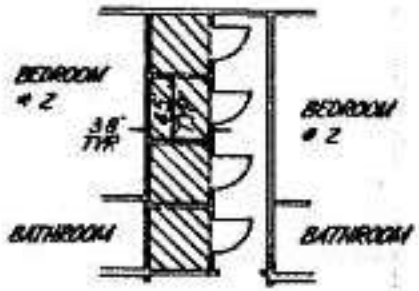
C-5

EVANS, MECHWART, HAMBLETON, & TILTON INC.
CONSULTING ENGINEERS AND SURVEYORS
119 HALL STREET
GERMANN, OHIO 43330
614/471-5196

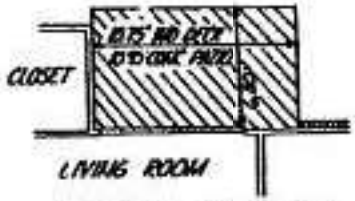
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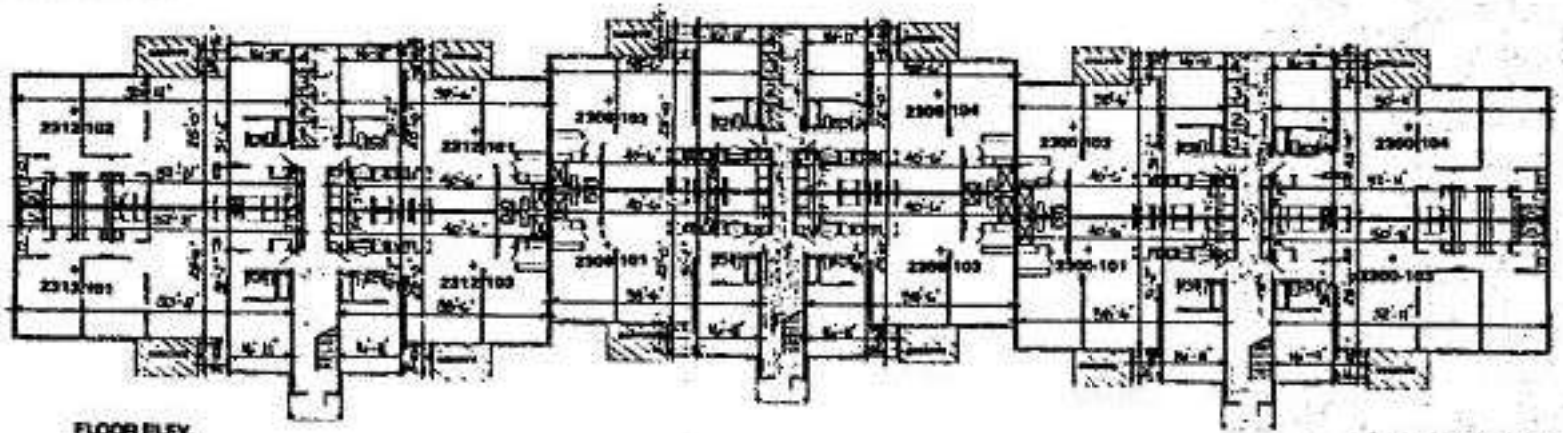
FIRST FLOOR CORRIDOR PLAN



STORAGE UNIT DETAIL (TYP)



DECK/PATIO DETAIL (TYP)



FIRST FLOOR PLAN

3/16" = 1'-0"

FLOOR ELEV. (2300, 2308, 2312) Power Place	CEILING ELEV.
901.50	909.57
901.50	909.57
901.50	909.57

◊ = TWO BEDROOM UNIT WITH DEN (1440 SQUARE FEET)

• = TWO BEDROOM UNIT (1120 SQUARE FEET)

LIMITED COMMON AREA

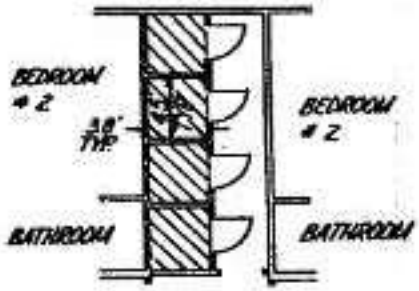
COMMON AREA

EVANS, MECHWART, HAMBLETON & TILTON INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS
1151 TWIN TOWERS
YOUNGSTOWN, OHIO 44503
(216) 746-1131

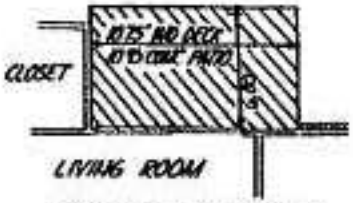
27265F14



SECOND FLOOR CORRIDOR PLAN



STORAGE UNIT DETAIL (TYP)



DECK/PATIO DETAIL (TYP)



SECOND FLOOR PLAN

FLOOR ELEV. (2300, 2306, 2312) Person Place	CEIL. ELEV.
911.22	919.25
911.22	919.25
911.22	919.25

COMMON AREA

LIMITED COMMON AREA

* = TWO BEDROOM UNIT (1120 SQUARE FEET)

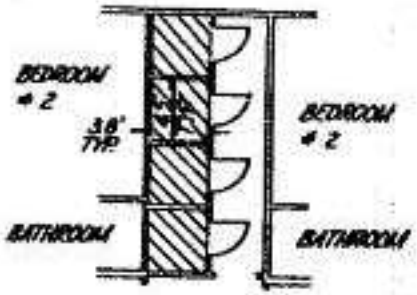
+ = TWO BEDROOM UNIT WITH DEN (1440 SQUARE FEET)

RYAN, MICHAELIS, KAMBLETON, & FELTON INC.
CONSULTING ENGINEERS AND SURVEYORS
175 HALL STREET
CINCINNATI, OHIO 45220
513-871-5150

27265F15



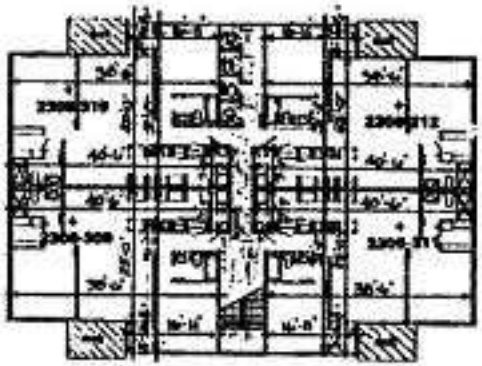
THIRD FLOOR CORRIDOR PLAN



STORAGE UNIT DETAIL (TYP)



DECK/PATIO DETAIL (TYP)



2305 Person Place

+ = TWO BEDROOM UNIT (1120 SQUARE FEET)

THIRD FLOOR PLAN

FLOOR ELEV. 920.94

CEIL. ELEV. 928.0

LIMITED COMMON AREA

COMMON AREA

RYANS, MERCHANT, HAMILTON, & TILTON INC.
CONSULTING ENGINEERS AND SURVEYORS
170 HALL STREET
CANTON, OHIO 44203

EXHIBIT D

BYLAWS OF

DUBLIN GREEN OWNERS' ASSOCIATION, INC.

INTRODUCTION

The Dublin Green Condominium Owners' Association, Inc. ("Association") is to govern and manage the Condominium Property. These Bylaws of Dublin Green Owners' Association, Inc. ("Bylaws") supplement the Declaration of Condominium Ownership for Dublin Green Condominium as amended, ("Declaration") by providing the Association with procedures to use in governing and managing the Condominium Property. Anyone who owns, rents, occupies, or uses any condominium unit or facility is subject to the Declaration, the Bylaws, and any rules and regulations ("Rules and Regulations") which may be adopted by the Association's Board of Managers. As required by Section 5311.06 of the Ohio Revised Code, a true copy of the Bylaws has been or will be attached as an Exhibit to the Declaration which has been or will be filed with the Franklin County Recorder and the Franklin County Auditor. Terms used in these Bylaws which begin with capital letters and are not otherwise defined shall have the meaning set forth in the Declaration.

SECTION 1
ASSOCIATION NAME AND NATURE

The name of the association shall be Dublin Green Condominium Owners' Association, Inc. The Association shall be an Ohio not-for-profit corporation.

SECTION 2
UNIT OWNERS (MEMBERS)

2.1 Composition. Each person owning a fee-simple interest in a Unit ("Unit Owner") will automatically become a member of this Association, and no other parties may become members. When a Unit Owner transfers his ownership of a unit to another party, his membership automatically terminates, and the other party then becomes a member of the Association.

2.2 Voting.

2.2.1 Voting Rights. The Unit Owner(s) of each Unit shall be entitled to one vote, except that the Association shall not be entitled to a vote for any Unit to which it or its agent, designee, or nominee holds title.

The "voting power of all Unit Owners" at any given time shall be the total number of votes for all Units other than Units to which the Association or the Association's agent, designee, or nominee then holds title.

Unless otherwise expressly set forth by law, the Declaration, or the Bylaws, the affirmative vote of a simple majority of the voting power of the Unit Owners voting on any matter at a meeting of Unit Owners shall be sufficient to determine that matter, provided that the quorum requirement is met at the time of completion of that vote.

2.2.2 Proxies. Unit Owners may vote or act in person or by proxy. The person designated a proxy need not be a Unit Owner. Any proxy must be designated in writing and that designation must be given to the Board of Managers prior to a meeting, and except as otherwise provided in the Declaration or the Bylaws, may revoke the designation at any time by written notice to the Board of Managers. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Unit, the presentation to the Board of Managers of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. Written notice to the Board of Managers or in a meeting of the revocation of a proxy designation shall not affect any vote or act previously taken.

2.2.3 Voting by Mail. A Unit Owner may vote by mail on any matter voted on at any meeting of Unit Owners, by written vote mailed or personally delivered to the Secretary of the Association within the period seven (7) days before the date of the meeting. A written vote shall be filed with the records of the Association.

2.3 Annual Meeting. Annual meetings of Unit Owners shall be held on such date in September of each year as may be set by the Board of Managers starting with September, 1995 and shall be held at least every twelve (12) months thereafter. The Board of Managers shall specify the date, time, and place for the annual meeting. The purpose of the annual meeting shall be to elect the Board of Managers, to consider reports to be presented before the meeting, and to transact any other business which may properly be brought before the meeting.

2.4 Special Meetings. Special meetings of Unit Owners may be called at any time by the President or by the Board of Managers. Special meetings shall be called by the President upon written request, delivered to the President in person or by certified mail, of Unit Owners having at least twenty-five percent (25%) of the voting power of all Unit Owners. Upon receipt of this request, the President shall immediately cause written notice to be given of the meeting to be held on a date not less than seven (7) nor more than thirty (30) days after receipt of this request. If written notice is not given within ten (10) days after the delivery of the request, the Unit Owners making the request may call the meeting and give written notice of it.

2.5 Notice of Meetings. Written notice shall be given not less than seven (7) nor more than thirty (30) days before a meeting. The Secretary or other person(s) required or permitted by these Bylaws to give notice shall give written notice to each Unit Owner of record as of the day on which notice is given.

Notice of a meeting of Unit Owners shall specify the date, time, and place of the meeting, and shall specify the purpose(s) of such meeting. Notice of the date, time, place, and purpose(s) of any meeting of Unit Owners may be waived by any Unit Owner, before or after the meeting, by a writing filed with the records of the Association. The attendance of any Unit Owner at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Unit Owner of notice of the meeting.

2.6 Quorum; Adjournment. A vote submitted by mail under Section 2.2.3 shall not be counted in establishing a quorum for any meeting or for any vote. Except as may be otherwise provided by law or by the Declaration, there shall be a quorum at any meeting of Unit Owners where Unit Owners who hold twenty percent (20%) of the total voting power in the Association are present in person or by proxy. For a vote on any matter to be valid, the quorum requirement must also be met at the time of completion of that vote. Whether or not a quorum is present, the Unit Owners entitled to exercise a majority of the voting power represented at a meeting of Unit Owners may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

2.7 Order of Business. The order of business at all meetings of Unit Owners shall be as follows:

(1) Calling of meeting to order;

(2) Roll-call; determination of whether there is a quorum;

(3) Proof of notice of meeting or waiver of notice;

(4) Reading of minutes of preceding meeting;

(5) Reports of officers;

(6) Reports of Committees;

(7) Election of Managers (when appropriate);

(8) Unfinished and/or old business;

(9) New business;

(10) Adjournment.

2.8 Action Without a Meeting. Any action which may be taken at a meeting of Unit Owners may be taken without a meeting in a writing or writings signed by Unit Owners having a simple majority of the total voting power of all Unit Owners in good standing, if greater than a simple majority vote is not required under the other provisions of the Declaration, the By-Laws, or under Ohio law for that action, which writing(s) shall be filed with the records of the Association. The date on which a writing begins circulation among Unit Owners shall be the "action-circulation date."

SECTION 3
Board OF MANAGERS

3.1 Number; Qualification; Compensation. There shall be initially three (3) members ("Managers") of the Board of Managers ("Board"). A Manager appointed by the Declarant need not be a unit Owner. A Manager elected by Unit Owners shall be a Unit Owner or a spouse of a Unit Owner except that if a Unit Owner is a corporation, partnership, joint venturer, or other entity, the Unit Owners may elect as a Manager an officer, partner, joint venturer, or like individual affiliated with this Unit Owner. Managers shall serve without compensation.

3.2 Authority to Appoint and to Elect Managers.

3.2.1 Development Period.

3.2.1.1 Initially, the Managers shall be the three (3) persons appointed by the Declarant from time to time. None of the Declarant's appointees need be owners or occupiers of Unit.

3.2.1.2 As soon as possible after the time that the Declarant has conveyed Units to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities that would exist if the maximum number of units that could be submitted to the Declaration were so submitted appertain, the President of the Association shall call a special membership meeting. At such meeting the Unit Owners other than the Declarant shall elect a fourth member to the Board of Managers who shall be a Unit Owner or who shall otherwise meet the qualifications outlined in Section 3.1 hereinabove.

3.2.1.3 As soon as possible after the time that the Declarant has conveyed Units to which fifty percent (50%) of the undivided interests in the Common Areas and Facilities that would exist if the maximum number of units that could be submitted to the Declaration were so submitted appertain, the President shall call a

special membership meeting. At such meeting, the Unit Owners other than the Declarant shall elect a fifth member of the Board of Managers who shall be a Unit Owner or who shall otherwise meet the qualifications outlined in Section 3.1 hereinabove.

3.2.1.4 Within thirty (30) days after the earlier of (a) the date which is five (5) years from the date of incorporation of the Association, or (b) the date which is thirty (30) days after the Declarant's conveyance of Units to persons which hold seventy-five percent (75%) of the total undivided interests in the Common Areas and Facilities that would exist if the maximum number of Units that could be submitted to the Declaration were so submitted, the President of the Association shall call a special membership meeting ("Development Period Special Meeting"). At that meeting the Unit Owners (including the Declarant) shall elect a new Board consisting of five (5) Managers who all shall be Unit Owners or who shall otherwise be qualified pursuant to Section 3.1 hereinabove to be a Manager. The persons so elected shall take office immediately upon election and the five (5) Managers previously appointed or elected shall step down from their positions.

3.2.2 Post-Development Period. After the Development Period Special Meeting, the Unit Owners shall elect the Managers at the annual meeting of Unit Owners.

3.3 Term. A Manager appointed by the Declarant shall serve until the Declarant removes the Manager, the Manager dies or resigns, or a successor is elected by the Unit Owners as provided in Section 3.2.1. A Manager elected by the Unit Owners prior to the Development Period Special Meeting as provided in Section 3.2.1 shall serve a one-year term until the next annual meeting of Unit Owners and until a successor is elected or until the Manager's earlier resignation, removal from office or death.

Because the terms of not less than one-third of the Managers must expire annually, the Managers elected by the Unit Owners at the Development Period Special Meeting shall be elected to staggered terms of the following lengths: two (2) Managers shall be elected to a one-year term and three (3) Managers shall be elected to a two-year term. The three (3) Managers with the most votes shall be the Managers who shall serve the two-year term.

Each Manager elected by the Unit Owners after the Development Period Special Meeting shall serve for a two-year term until the next annual meeting of Unit Owners and until a successor is elected, or until the Manager's earlier resignation, removal from office, or death.

A Manager may be reelected or reappointed for additional terms.