3.4 Nominations; Election Procedure. Nominations shall be made from the floor at any meeting of Unit Owners under Section 3.2.1 or at an annual meeting of Unit Owners.

Election shall be by written ballot. The Unit Owner of each Unit may cast, in respect to each vacancy, the vote to which that Unit is entitled under the Declaration and the Bylaws. The person receiving the largest number of votes for each vacancy shall be elected to fill that vacancy. Cumulative voting shall not be permitted.

3.5 Resignation; Removal; Vacancies. A Manager may resign at any time by oral statement made at a meeting of the Board or by written notice to the Secretary. The resignation shall take effect immediately or at the time specified by the resigning Manager.

A Manager appointed by the Declarant may be removed by the Declarant at any time, with or without cause. An elected Manager whose removal has been proposed by a Unit Owner shall be given an opportunity to speak at an annual or special meeting of Unit Owners, after which that Manager may be removed, with or without cause, by the vote of Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of all Unit Owners in good standing.

If a vacancy is created because of resignation, removal, or death, a successor shall be appointed or elected to serve for the unexpired term of the departed Manager. The Declarant shall appoint a successor for any appointed Manager, and the Unit Owners shall elect a successor for any elected Manager using the procedure set forth in Section 3.4, at an annual meeting of Unit Owners or at any special meeting of Unit Owners called for the purpose of filling this vacancy.

3.6 Organizational Meeting. Promptly after the Development Period Special Meeting each annual meeting of Unit Owners, the Board shall hold a meeting to elect officers and transact any other business which may properly be brought before the meeting ("Organizational Meeting").

3.7 Regular Meetings. Regular meetings of the Board shall be held no less often than quarterly, on the date and at the time and place fixed from time to time by the Board.

3.8 Special Meetings. Special meetings of the Board may be held at any time when called by the President or any two (2) Managers.

3.9 Notice of Meetings; Attendance by Unit Owners. Notice of the date, time, and place of organizational, regular, and special meetings of the Board shall be given to each Manager by personal

delivery, mail, telegram, or telephone at least two (2) days before the meeting. The notice need not specify the purpose(s) of any meeting. Notice of the date, time, and place of any meeting may be waived by a Manager, before or after the meeting, by a writing filed with or entered upon the records of the meeting. Attendance of a Manager 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 Manager of notice of the meeting.

No nocice need be given to non-Manager Unit Owners of organizational, regular, or special meetings of the Board. However, a non-Manager Unit Owner may attend any organizational, regular, or special meeting of the Board, but may not participate in any such meeting unless given permission to do so by the President or other officer of the Association who is presiding at the meeting. A non-Manager Unit Owner may not vote at a meeting of the Board.

3.10 Quorum; Adjournment. A simple majority of the Managers then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Managers present at a meeting 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.

3.11 Voting Power. At any meeting of the Board at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter, except as may be otherwise expressly provided in the Declaration or these Bylaws. The President may cast an additional vote to break a tie vote on any matter.

3.12 Action by Board Without a Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting in a writing or writings signed by all the Managers, which writing(s) shall be filed with Board records.

SECTION 4
OFFICERS

4.1 Offices; Qualification. The Association shall have a President, Vice President, Secretary, and Treasurer. The Board may create other offices from time to time. The President, Vice President, Secretary, and Treasurer shall be Managers; any other officer need not be a Manager but shall be a Unit Owner. The same person may hold two or more offices, but no officer shall execute an instrument in more than one capacity if the signatures of two or more officers are required by law, the Association's Articles of Incorporation, the Declaration, or the Bylaws.

4.2 Election. Prior to the Development Period Special Meeting, the officers of the Association will be elected by the Board of Managers at the annual organizational Board Meetings. Thereafter, the officers of the Association will be elected by the Board of Managers promptly after the Development Period Special Meeting and at each annual Organizational Meeting and the persons so elected shall take office immediately upon election.

4.3 Term. An officer shall serve for a one-year term and until a successor is elected, or until the officer's earlier resignation, removal from office, or death. An officer may be reelected for additional terms.

4.4 Removal; Resignation; Vacancies. The Board may remove any officer at any time, with or without cause. Any officer may resign at any time by oral statement made at a meeting of the Board or by written notice delivered to the Secretary. The resignation shall take effect immediately or at the time specified by the resigning officer. Any vacancy in any office may be filled by the Board.

4.5 Powers and Duties. The powers and duties of officers shall be as the Board may determine from time to time. Unless the Board determines otherwise, the following officers shall have the powers and duties set forth below.

4.5.1 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of Unit Owners and at all meetings of the Board. The President may sign all legal instruments authorized by and on behalf of the Association.

4.5.2 Vice President. The Vice President shall perform the duties of the President whenever the President is unable or unwilling to act, as determined by the Board.

4.5.3 Secretary. The Secretary shall record the votes and keep the minutes of meetings of Unit Owners and of the Board, shall give notice of meetings of Unit Owners and of the Board, shall keep current records showing the names and addresses of Unit Owners and their respective percentages of interest in the Common Areas and Facilities, and shall give each Unit Owner a copy of any Rules and Regulations or amendments thereto.

4.5.4 Treasurer. The Treasurer shall receive and be responsible for all money, bills, notes, and similar property of the Association; shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Areas and Facilities and other common receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and

from the Unit Owners; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Unit Owners at the annual meeting, with a copy to be mailed or delivered in person to each Unit Owner.

SECTION 5
ASSESSMENTS

5.1 Types; Duty to Pay. "Common Assessments" shall be assessments charged proportionately against all Units for common purposes, and shall include annual common assessments and common assessments for capital improvements. A Unit's "proportionate share" of a Common Assessment shall be that Unit's percentage of ownership of Common Areas and Facilities as set forth in the Declaration. "Individual Unit Assessments" which are not for common purposes shall be assessments which are properly chargeable to less than all of the Units.

The Unit Owner(s) of a Unit shall timely pay any assessment chargeable to that Unit.

5.2 Common Assessments.

5.2.1 Annual Common Assessments.

5.2.1.1 Development Period. At a Closing where the Unit is purchased from the Declarant, the Unit Owner(s) shall pay to the Association the sum required by the Declaration as the Unit's initial contribution to operating capital.

5.2.1.2 Annual Estimated Budget. By November 15 of each succeeding year the Board shall estimate the cost for the next year of all of the common expenses, including without limitation the following:

(a) Utility and other services for the Common Areas and Facilities, including, but not limited to, sewer assessments, waste removal, electricity, telephone, heat, power and water;

(b) That portion of the expenses of operating, maintaining, and repairing all portions of the Condominium Property which are the Association's responsibility;

(c) Casualty insurance, as provided in the Declaration, with extended coverage on all of the Condominium Property (the Board shall review the amount of casualty insurance annually);

(d) Liability insurance, as provided in the Declaration, insuring the Association, the Managers, and the

Unit Owners against any liability to the public, to Unit Owners, or to Unit Owners' families, tenants, or invitees, incident to the ownership and/or use of the Common Areas and Facilities (the Board shall review the amount of liability insurance annually);

(e) Insurance premiums, if any, to be paid by the Association;

(f) Wages and/or fees of anyone employed by the Board, including, but not limited to, a manager for the Condominium Property, maintenance and operations personnel, lawyers, accountants, and other professionals;

(g) Postage, materials, supplies, and other expenses of administering the Association;

(h) Any other common expenses designated as such in Chapter 5311 of the Ohio Revised Code or in accordance with the Declaration or the Bylaws, or which the Board may determine are necessary and/or desirable to maintain the Condominium Property in first-class condition; and

(i) An amount, to be determined by the Board, to be deposited in a reserve for contingencies and replacements, deferred maintenance, and unexpected and extraordinary expenses ("Reserve Fund").

5.2.1.3 Proportionate Share; Notice. The Board shall calculate each Unit's proportionate share of the estimated annual budget, thereby establishing the annual common assessment for each Unit. The Board may increase or decrease any monthly assessment amounts for all Unit Owners by not more than fifty percent (50%) to adjust for seasonal changes in the Association's cash flow requirements provided that increases in any month shall be balanced by decreases in other months and vice versa so that the total amount to be paid for the remainder of the year is unchanged.

By December 1 of each year the Board shall give the Unit Owner(s) notice of the annual estimated budget and of that Unit's annual common assessment, which is to be itemized to show the amount allocated to the Reserve Fund as well as the amount allocated for all other purposes.

5.2.1.4 Monthly Payments. A Unit's annual common assessment shall be payable in equal monthly installments due in advance on the first day of each month.

5.2.2 Common Assessments for Capital Improvements. In addition to levying annual common assessments, and to the extent that the Reserve Fund is insufficient, the Board may levy common

assessments to construct, structurally alter, or replace capital improvements which are a part of the Common Areas and Facilities, provided that funds shall not be assessed for any capital expenditure in excess of Twenty-Five Thousand Dollars ($25,000.00) for any one item or in excess of Fifty Thousand Dollars ($50,000.00) in the aggregate in any one calendar year without the prior written consent of Unit Owners having at least seventy-five percent (75%) of the voting power of all Unit Owners and the consent of a majority of all Eligible Mortgagees (as defined in Section 8.1 hereof) or unless expressly stated in the annual budget. Until the expiration of the Development Period (as defined in the Declaration) or the date on which Declarant no longer owns a Unit, whichever is earlier, Declarant shall be one (1) of the consenting Unit Owners, or the capital expenditure shall not be made.

The Board shall calculate each Unit's proportionate share of common assessments for capital improvements, and shall give the Unit Owner(s) written notice of the proportionate share and of the date(s) which the assessment is due and payable.

5.2.3 Status of Amounts Collected. The amounts collected through common assessments shall be held and expended for the purposes designated in the Declaration and the Bylaws. Except for adjustments reflecting prepaid or delinquent assessments, the amounts collected shall be deemed held for the Unit Owners in the proportion of their share of Common Areas and Facilities.

Any amount assessed against a Unit which is allocated to the Reserve Fund shall be a contribution to capital, and shall be designated for that purpose on the Association's books and on any assessment notice. Amounts allocated to the Reserve Fund shall be kept in a separate account. The Board may collect, hold, disburse, or categorize the amounts allocated to the Reserve Fund in any manner necessary to ensure their noninclusion in the Association's taxable income under the Internal Revenue Code, Treasury Regulations and/or rulings of the Internal Revenue Service.

5.2.4 Common Surplus. If Common Assessments collected in any given year are in excess of the actual common expenses for that year, the Board may (a) return each Unit's proportionate share of the Common Surplus; (b) credit each Unit's proportionate share of the Common Surplus to each Unit's monthly payment(s) for the annual Common Assessment for the following year; or (c) apply the Common Surplus to the Reserve Fund.

5.3 Individual Unit Assessments. If the Board satisfies an obligation set forth in Sections 6.2 or 6.7 which is properly chargeable to a particular Unit, the Board shall assess the Unit Owner(s) of the particular Unit or the consenting Unit Owners, as the case may be, for the Association's costs. An individual Unit assessment shall be due and payable on the date determined by the

Board, following written notice to the Unit Owner(s) subject to the assessment.

5.4 Payment of Garage Assessment. As set forth in the Declaration, each Unit Owner that purchases an exclusive right to a garage space shall be assessed a monthly fee equal to such Unit Owner's proportionate shall of the budgeted expenses (as established by the Board) that will be incurred by the Association to maintain the garages plus an amount for the garage reserve fund ("Garage Assessment"). Such Garage Assessments shall be payable in equal monthly installments due in advance on the first day of each month and no written notice of such Garage Assessments need be delivered to such Unit Owners. For purposes hereof, a Unit's "proportionate share" of the budgeted expenses for the maintenance and reserves of the garages shall be a percentage equal to such Unit's number of assigned garages over the aggregate number of garages on the Condominium Property.

5.5 Common Profits. "Common Profits" are the amount by which the total income received from assessments charged for special benefits to specific Units, from rents received from rentals of equipment or space in Common Areas and Facilities, and from any other fee, charge, or income other than from Common Assessments, exceeds expenses allocable to the income, rental, fee, or charge. If there are Common Profits, in any given year, the Board may (a) distribute each Unit's proportionate share of the Common Profits; (b) credit each Unit's proportionate share of the Common Profits as an advance payment of each Unit's monthly payment(s) for the annual Common Assessment for the following year; or (c) apply the Common Profits to the Reserve Fund.

5.6 Common Losses. If, at any time, each Unit is current in its monthly payments but the common expenses at that time exceed the Common Assessments and the Common Profits, so that the Association has insufficient funds to meet its obligations, the Board may (1) charge unexpected or extraordinary expenses in a given year against the Reserve Fund, and/or (2) give the Unit Owners written notice of the reasons for the deficiency and of each Unit's proportionate share, and assess the deficiency as a Common Assessment among the Units, with this assessment to be due and payable on designated monthly payment dates with the first payment being due no less than ten (10) days after the date notice is given.

5.7 Effective Date of Assessment. If notice of an assessment is sent ten (10) days before the assessment's due date, the assessment shall be effective on its due date or on the due date of the first installment if the assessment is payable in installments.

5.8 Default; Remedies; Association's Lien. If a Unit Owner is in default for thirty (30) days in the payment of any assessment or charge, the Association shall have a lien on his or her interest

in a Unit, upon filing the Certificate required by the Declaration, for the amount of the overdue assessment and any late charges provided for by the Declaration. The President may bring suit, on behalf of the Board and as the representative of all Unit Owners, to enforce collection and/or foreclose the lien. The costs of suit, legal interest, and reasonable attorney fees fixed by the court shall be added to the amount due and, to the extent permitted by the Declaration, any court decision, or any statute now or hereafter effective, shall become, when payable, a lien against the Unit Owner's interest in the Unit. As provided in the Declaration, the Managers may bid on behalf of the other Unit Owners on the interest so foreclosed at foreclosure sale, and may acquire, hold, lease, mortgage, and convey that interest.

Any encumbrancer may request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the encumbered Unit and, unless the request is complied with within thirty (30) days, the lien for unpaid common expenses which become due prior to the date of the request shall be subordinate to the lien of the encumbrance. Any encumbrancer may pay any unpaid common expense payable with respect to an encumbered Unit and upon that payment the encumbrancer shall have a lien on the encumbered Unit for the amount paid at the priority of the lien of the encumbrance.

In addition to and not in lieu of the other remedies for default provided in this Section 5.8 and elsewhere in the Declaration and Bylaws, the Board may restrict or terminate the right to the use of any Recreational Facilities by any Unit Owner in default under this Section 5.8, or by any family member, tenant, or invitee of the defaulting Unit Owner.

5.9 Board Inaction. The Board's failure to prepare an annual estimated budget or to give timely notice of any assessment shall not release the Unit Owner(s) from the obligation to pay the assessment whenever the amount of the assessment has been determined and written notice has been given.

If the Board's inaction relates to the annual common assessment, the Unit Owners shall make monthly payments of the amount previously due until ten (10) days after receipt of written notice of the actual assessment.

SECTION 6
Board POWERS, DUTIES, AND RESTRICTIONS

6.1 Payment of Common Expenses. The Board shall pay the Association's common expenses; provided, however, that except as otherwise expressly stated in the Association's annual budget, the Board shall not without the prior approval of seventy-five percent (75%) of the total voting power of the Association: (a) pay out of

maintenance funds nor authorize any structural alterations, capital additions or capital improvements of the Common Areas and Facilities costing more than Twenty-Five Thousand Dollars ($25,000.00) for any one item or more than Fifty Thousand Dollars ($50,000.00) in the aggregate in any one calendar year; or (b) borrow funds in excess of such amounts; or (c) commence any litigation (except filing certificates of liens or actions to foreclose thereon in the case of a Unit Owner who is delinquent in his assessments or has otherwise defaulted in his obligations to the Association), the cost of which is reasonably estimated to exceed Five Thousand Dollars ($5,000.00), including attorneys' fees and court costs. However, it is not limited by these provisions in any way in restoring or replacing damaged or obsolete portions of the Common Areas and Facilities.

6.2 Payment of Obligations of Unit Owners.

6.2.1 Taxes. During the first years of the Condominium's existence and until the Units are separately listed for real estate taxes and assessments, the Board may pay real estate taxes and assessments for the Condominium Property when due, calculate each Unit's prorated share thereof based upon percentage of interest, assess the prorated share against each Unit, and bill the Unit Owner(s) and require payment at any time prior to the last day for payment of real estate tax bills as designated by the County Auditor.

6.2.2 Discharge of Mechanic's Liens. If the Board determines that a mechanic's lien or other encumbrance levied or filed against all or part of the Condominium Property may be or become a lien against the Condominium Property or against the Common Areas and Facilities, rather than a lien solely against the interests therein of particular Unit Owner(s), the Board may pay any amount necessary to discharge this mechanic's lien or other encumbrance. This authority shall not limit any statutory provisions relating to the same subject matter.

6.2.3 Maintenance or Repair of Units. If the Board determines that maintenance or repair of any Unit or of any Limited Common Areas and Facilities, which is the responsibility of any individual Unit Owner(s), is necessary to protect or maintain the structural integrity or aesthetic and/or market value of the Common Areas and Facilities or any other portion of a building on the Condominium Property, or to maintain an aesthetically pleasing uniformity in the exterior of any buildings or other structures on the Condominium Property, then the Board shall give the responsible Unit Owner(s) written notice of the Board's determination that this maintenance or repair is necessary, and is to be commenced within ten (10) days of the giving of this notice. If the responsible Unit Owner(s) have not begun this maintenance or repair within ten (10) days, the Board shall procure and pay for the necessary maintenance

or repair and shall, in accordance with Section 5.3, assess the Unit Owner(s) for the Association's cost.

6.2.4 Default Under Mortgage or Trust Deed. If a Unit Owner defaults in the payment of any moneys required to be paid under any mortgage or trust deed against his or her Unit the Board may cure this default by paying the amount owed to the party entitled to payment.

6.2.5 Discharge of Miscellaneous Obligations. The Board may pay for other obligations properly chargeable against a particular Unit(s), including, but not limited to, payment for special services under Section 6.7.

6.2.6 Individual Unit Assessments. The Board shall assess the responsible Unit Owner(s) of any Unit for any costs expended by the Board under Section 6.3. The responsible Unit Owner(s) shall be jointly and severally liable to the Association for any such costs.

6.3 Right to Enter Units. The Board or its agents may enter a Unit, whether or not a Unit Owner is present, (i) after giving notice as required by Section 6.2.3 in connection with maintenance or repair which is the responsibility of the Unit Owner(s), or (ii) without notice, in the event of an emergency.

6.4 Rules and Regulations. The Board may adopt and amend Rules and Regulations for the maintenance, use, conservation, and beautification of the Condominium Property and for the health, comfort, safety, and general welfare of Unit Owners and their families, tenants, and invitees. The Board, or any committee created by the Board, may impose fines on a Unit Owner who violates, or whose family members, tenants or invitees violate the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Unit Owner who violates such Rules and Regulations. Any fines assessed by the Board shall be due and payable on the date the next installment of the assessment is due. The levying of a fine against a defaulting or delinquent Unit Owner shall not operate as a waiver of any other rights that the Board may have against such Unit Owner pursuant to the Declaration, these Bylaws or Chapter 5311 of the Ohio Revised Code.

Furthermore, the Board may adopt and amend Rules and Regulations for the administration of the Association and maintenance of the Condominium Property in order to comply with the underwriting requirements of any institutional lender, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veterans' Administration, F.H.A., or any other agency which insures loans on condominium units.

6.5 Books and Records. The Board shall keep complete and accurate books of account for the Association. The Board shall make the Association's books available for inspection, at any reasonable time requested by a Unit Owner, a Unit Owner's representative with written authorization, or a first mortgagee of a Unit.

The Board shall mail a statement of the amount of any delinquent assessment or other outstanding charge to a Unit Owner within ten (10) days of receipt by the Board of a written request from the Unit Owner for such a statement.

6.6 Annual Review. The Board shall arrange annually for a certified public accountant to review the Association's books. The review, if reasonably possible, shall be completed prior to each annual meeting of the Unit Owners. Upon written request, the Board shall provide a first mortgagee with a copy of any annual review report.

6.7 Special Services. The Board may arrange for special services or facilities for Unit Owners, their families, and their tenants including, but not limited to, cleaning, maintenance, and repair of Units, and recreational, educational, and medical facilities or services. The Board shall determine the fees for these special services and facilities and may either have the affected Unit Owners billed directly or may pay for the services and facilities from the Reserve Fund and bill the affected Unit Owner(s) with a special individual Unit assessment.

6.8 Delegation. The Board may delegate duties and powers to persons or firms of its choice, including a manager or managing agent. The Board shall supervise any such person or firm in the performance of delegated duties and powers.

6.9 Changes in Exterior Appearance and Maintenance Standards. Before the date when Declarant's control of the Board ends, the Board shall not take any action which would directly or indirectly alter the exterior appearance of any part of the Condominium Property or reduce or discontinue any maintenance standard or practice in effect on the date Declarant's control of the Board ends, without Declarant's prior written consent.

SECTION 7
INDEMNIFICATION OF MANAGERS AND OFFICERS

A Manager or an officer shall not be liable to the Unit Owners for any mistake of judgment, or negligent act, except there shall be liability for a Manager's or officer's individual willful misconduct or bad faith. The Association shall indemnify Managers and officers, their heirs, executors and administrators, against all losses, costs and expenses, including attorney fees, reasonably incurred by any such person in connection with any action, suit or

proceeding to which such person may be made a party by reason of being or having been or being a representative of a Manager or officer, except as to matters as to which the Manager or officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be a common expense. In the event of a settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Manager or officer has not been guilty of willful misconduct or bad faith as a Manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Manager or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses. Nothing in this Section shall be deemed to obligate the Association to indemnify any Unit Owner, who is or has been a Manager or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Unit Owner as a Unit Owner rather than as a Manager or officer.

SECTION 8
GENERAL PROVISIONS

8.1 Copies of Notice to Mortgage Lenders and Their Insurers and Guarantors. 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 and address for timely written notice of all notices permitted or required by the Declaration or these By-Laws to be given to the Unit Owners, even if such Unit Owner has waived the right to receive such notice. Eligible Mortgagees shall, pursuant to the terms and provisions of the Declaration, have the right to vote on certain amendments to the Declaration and the By-Laws.

8.2 Service of Notices on the Board of Managers. Notice required to be given to the Board of Managers or to the Association may be delivered to any member of the Board of Managers or officer of the Association either personally or by certified mail addressed to such member or officer at his residence address.

8.3 Service of Notices on Devisees and Personal Representatives. Notice required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by certified mail to such party at his, her or its address appearing on the records of the Court wherein the estate of such deceased owner is being administered.

8.4 Nondiscrimination. No Unit Owner (including the Declarant) and no employee, agent, or representative of a Unit Owner shall discriminate on the basis of sex, race, color, creed, or national origin in the sale or lease of any Unit or in the use of Common Areas and Facilities.

8.5 Non-Waiver of Covenants. No delay or failure on the part of the Board and/or on the part of any officer in exercising any right, power, or privilege or in failing to enforce a covenant, condition, obligation, or provision contained in the Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations shall be or be deemed to be a waiver thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be or be deemed to be a waiver of any subsequant violation or breach of such a covenant, condition, obligation, or provision, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, owners, and privileges may be exercised simultaneously or consecutively.

8.6 Heirs, Successors and Assigns. These Bylaws shall be binding upon and shall inure to the benefit of the Association, the Declarant, the Unit Owners, and the Declarant's and Unit Owners' heirs, successors, and assigns.

8.7 Board's Power to Bind. A lawful agreement or determination made by the Board or an officer, in accordance with the procedures established in the Declaration and Bylaws, shall bind all Unit Owners, their successors, and their assigns.

8.8 Interpretation of By-laws. The Section headings are for convenience only and shall not affect the meaning or construction of the Bylaws. A reference to a specific Section without further identification of the document containing that Section is a reference to a Section in the Bylaws. Where the context requires, masculine, feminine, and/or neuter terminology shall include the neuter, feminine, and/or masculine.

8.9 Severability. The invalidity of part or all of any provision of the Bylaws shall neither impair the validity of nor affect in any manner the Declaration or the rest of the Bylaws.

8.10 No Active Business for Profit. These Bylaws shall not be construed to give the Association authority to conduct an active business for profit on behalf of one or more Unit Owners.

8.11 Governing Law. The Bylaws shall be interpreted and enforced under the laws of the state of Ohio, including, without limitation, Ohio Revised Code Chapter 5311.

8.12 Perpetuities; Restraints on Alienation. If an option, privilege, covenant, or right created by the Bylaws 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 rule imposing time limits, then that provision shall continue only until 21 years after the death of the last survivor of the now living descendants of William Jefferson Clinton.

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EXHIBIT E

PERCENTAGE OWNERSHIP INTEREST IN COMMON AREAS AND FACILITIES

DUBLIN GREEN CONDOMINIUM

For purposes of calculating the percentage of interest in Common Areas, the following range of square footage listed in the left column shall be deemed equal to the corresponding deemed square footage in the right column.

Range of Square Footage*	Deemed Square Footage For Purposes of Percentage Ownership in Common Areas
900-1300	1300
1301-1450	1450
1451-1600	1600

* The range of square footage includes square footage of the interior of the Unit and excludes the square footage of any deck, patio, garage, or storage area located in the Common Area.

To calculate the percentage of interest, divide the respective Unit's Deemed Square Footage by the aggregate amount of Deemed Square Footage for all Units.

Unit Number	Model Type	Actual Square Footage	Deemed Square Footage	Percentage Interest in Common Areas*
2312-101	Taft	1440	1450	2.08036%
2312-102	Taft	1440	1450	2.08036%
2312-103	Adams	1120	1300	1.86513%
2312-104	Adams	1120	1300	1.86513%
2312-205	Taft	1440	1450	2.08036%
2312-206	Taft	1440	1450	2.08036%
2312-207	Adams	1120	1300	1.86513%
2312-208	Adams	1120	1300	1.86513%
2306-101	Adams	1120	1300	1.86513%
2306-102	Adams	1120	1300	1.86513%
2306-103	Adams	1120	1300	1.86513%
2306-104	Adams	1120	1300	1.86513%
2306-205	Adams	1120	1300	1.86513%
2306-206	Adams	1120	1300	1.86513%
2306-207	Adams	1120	1300	1.86513%
2306-208	Adams	1120	1300	1.86513%
2306-309	Adams	1120	1300	1.86513%
2306-310	Adams	1120	1300	1.86513%
2306-311	Adams	1120	1300	1.86513%
2306-312	Adams	1120	1300	1.86513%

Unit Number	Model Type	Actual Square Footage	Deemed Square Footage	Percentage Interest in Common Areas*
2300-101	Adams	1120	1300	1.86513%
2300-102	Adams	1120	1300	1.86513%
2300-103	Taft	1440	1450	2.08036%
2300-104	Taft	1440	1450	2.08036%
2300-205	Adams	1120	1300	1.86513%
2300-206	Adams	1120	1300	1.86513%
2300-207	Taft	1440	1450	2.08036%
2300-208	Taft	1440	1450	2.08036%
2317-101	Adams	1120	1300	1.86513%
2317-102	Adams	1120	1300	1.86513%
2317-103	Adams	1120	1300	1.86513%
2317-104	Adams	1120	1300	1.86513%
2317-205	Adams	1120	1300	1.86513%
2317-206	Adams	1120	1300	1.86513%
2317-207	Adams	1120	1300	1.86513%
2317-208	Adams	1120	1300	1.86513%
2317-309	Adams	1120	1300	1.86513%
2317-310	Adams	1120	1300	1.86513%
2317-311	Adams	1120	1300	1.86513%
2317-312	Adams	1120	1300	1.86513%
2323-101	Adams	1120	1300	1.86513%
2323-102	Adams	1120	1300	1.86513%
2323-103	Taft	1440	1450	2.08036%
2323-104	Taft	1440	1450	2.08036%
2323-205	Adams	1120	1300	1.86513%
2323-206	Adams	1120	1300	1.86513%
2323-207	Taft	1440	1450	2.08036%
2323-208	Taft	1440	1450	2.08036%
2323-309	Adams	1120	1300	1.86513%
2323-310	Adams	1120	1300	1.86513%
2323-311	Taft	1440	1450	2.08037%
2323-312	Taft	1440	1450	2.08037%
Total			69,700	100%

*As additional Units are added to the Condominium, the various Unit's percentage of interest in Common Areas above will decrease accordingly.

EXHIBIT F

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS (the "Declaration") is made this 11 day of August, 1994 by HILLS BUILDING & CONSTRUCTION SERVICES NO. 3, INC., 7420 Montgomery Road, Cincinnati, Ohio 45236, an Ohio corporation, (the "Developer") under the following circumstances:

A. The Developer is the owner of certain real property situated in Columbus, Franklin County, Ohio and being approximately 19.395 acres of a portion of the real property conveyed to the Developer by deed recorded in Official Record Book 23810, Page A09 of the Franklin County, Ohio Records.

B. The Developer intends to submit approximately a 4.584 acre tract of the aforementioned 19.395 acre tract, which 4.584 acre tract is more particularly described in Exhibit "A" and made a part hereof, to the provisions of Chapter 5311 of the Ohio Revised Code by filing with the Franklin County, Ohio Recorder a Declaration of Condominium Ownership for Dublin Green Condominium (the "Declaration of Condominium Ownership"), which property shall be known as Dublin Green Condominium.

C. The Developer intends to reserve in the Declaration of Condominium Ownership the right to submit all or any of the remainder of the aforementioned 19.395 acre tract, which property is described in Exhibit "B" attached hereto and made a part hereof, to the provisions of Chapter 5311 of the Ohio Revised Code by amending the Declaration of Condominium Ownership and adding all or any part of the Property to Dublin Green Condominium. (Collectively, the property described in Exhibit "A" and the property described in Exhibit "B" shall be referred to herein as the "Property.")

D. The Developer has constructed or intends on constructing a private roadway (the "Roadway") on part of the Property, which Roadway connects and adjoins to Federated Boulevard, a dedicated public street. The actual location of the Roadway is described in Exhibit "C" attached hereto and made a part hereof.

E. In addition, the Developer has installed or intends to install underground utilities (the "Common Utilities"), including without limitation, electrical, telephone, water and/or sewer, in or under the Roadway.

F. The Developer intends that the Roadway and the Common Utilities serve and benefit the Developer, the owners of the units of Dublin Green Condominium as the same may be expanded pursuant to the terms of the Declaration of Condominium Ownership ("Dublin Green Unit Owners"), the owners of any other condominium units which may be constructed on the Property (the "Other Condominium Unit Owners"), the owners of any single family residences which may

be constructed on the Property ("Residences Owners") and the owners of any apartment buildings which may be constructed on the Property ("Apartment Building Owners"). As used herein, "residence" shall mean any structure occupied and used or designed to be occupied and used by one (1) family as a permanent place of abode. As used herein, "apartment building" shall mean any structure, other than property subject to Chapter 5311 of the Ohio Revised Code, which consists of two or more separate dwelling units, any one of which is the subject of or designed to be the subject of a rental agreement, as defined by Section 5321.01(C) of the Ohio Revised Code or any similar statute hereinafter enacted.

G. The Developer intends that the Common Utilities be maintained and repaired and that the Roadway be maintained in good repair and condition, free of snow, ice and debris, for the convenience and benefit of the Developer and of Developer's successors, assigns, and grantees of any part of the Property.

NOW THEREFORE, in consideration of the foregoing, the Developer hereby declares that the Property shall be held, sold and conveyed subject to this Declaration, which, together with all amendments hereto (a) shall be and shall be construed as covenants running with the land, (b) shall be binding upon the Developer, all mortgagees, all present and future owners of all or any part of the Property, and their respective heirs, successors, assigns, and all claiming under or through any of them.

1. ROADWAY AND UTILITY EASEMENT. Each of the Dublin Green Unit Owners, Other Condominium Unit Owners, Apartment Building Owners and Residence Owners (collectively the "Owners") are hereby granted a perpetual, non-exclusive easement (the "Roadway Easement"), appurtenant to the part of the Property owned by such Owners, to be used in common with the Developer, its successors, assigns and agents, on, over and across (1) the Roadway; (2) any part of the Property on which the Roadway may be located; and (3) any part of the Property upon which any extension of the Roadway may be constructed or installed for the purpose of connecting any part of the Property including any condominium unit or other structure located thereon (collectively the "Structures"), with the Roadway, to be used and enjoyed by such Owners, and such Owners' tenants, invitees, licensees and all other persons using the Roadway for the benefit of such Owners and/or for the benefit of the Developer, for ingress and egress to and from the Structures and public and private roadway contiguous to the Property, to freely pass and repass on foot and/or with vehicles for all lawful purposed incident to or proper to the use and enjoyment of the Roadway.

Further, each of the Owners is hereby granted a perpetual, non-exclusive easement in, under and across the Roadway to use the Common Utilities.

2. USE OF THE ROADWAY. Each of the Owners shall use the Roadway with due regard for the rights of the other Owners and the Developer to use the same, and no person shall use or permit the use of the Roadway in any manner which impairs the rights of others to its use. No person shall park or store vehicles upon the Roadway, nor shall any person store other personal property on, or obstruct or encroach upon, nor permit the obstruction of, or encroachment upon, the Roadway, in any manner whatsoever, without the concurrence of all other Owners entitled to use the Roadway.

3. REPAIR AND MAINTENANCE EXPENSES FOR THE ROADWAY; INSURANCE EXPENSES. Each of the Owners shall pay his proportionate share of the costs of maintaining, repairing and improving the Roadway, including without limitation the costs of removing snow, ice and debris ("Repair and Maintenance Expenses") and of maintaining the liability insurance provided for in Section 11 hereof ("Insurance Expenses"). Each such Owner's proportionate share of the Repair and Maintenance Expenses and the Insurance Expenses will be a fraction, the numerator of which is the total number of Dublin Green Units, Other Condominium Units, Residences and/or rental units in Apartment Buildings owned by such Owner, and the denominator of which is the total number of Dublin Green Units, Other Condominium Units, Residences, and/or rental units in Apartment Buildings located upon the Property as of the time the costs and expenses are incurred. Where an Owner is a Dublin Green Unit Owner or Other Condominium Unit Owner, his proportionate share of the Repair and Maintenance Expenses and the Insurance Expenses shall be paid by him to the condominium owners' association of which he is a member as part of the common expenses of the condominium association of which his unit is a part. Each condominium owners' association shall be responsible for collecting each of its unit owners' proportionate share of the Repair and Maintenance Expenses and Insurance Expenses and shall pay, when due, the total proportionate amount for all units in its respective condominium project to Dublin Green Condominium Owners' Association, Inc. (the "Association"), whether or not such amounts have been collected by such association from its unit owners.

4. NEED FOR REPAIR AND MAINTENANCE. The Roadway shall be maintained in good repair, free of snow, ice and debris, and in a condition substantially similar to that of its original construction. The decision to perform maintenance (which shall include snow, ice and debris removal) or make repairs or improvements shall be made by the Association, provided, however, that if any of the Other Condominium Unit Owners, Residence Owners or Apartment Building Owners believe that the Roadway is in need of maintenance, repairs and/or improvements which the Association has, after thirty (30) days following the Association's receipt of such Owner's request for repairs, maintenance and/or improvements, refused to cause the same to be performed, notice of which refusal shall be delivered by the Association to such Owner or Owners within five

(5) days following the expiration of the thirty-day period, then any such Owner or Owners may submit the question of whether repairs, maintenance and/or improvements to the Roadway are necessary to the American Arbitration Association, Columbus, Ohio office ("AAA") which shall decide the matter. Any decision rendered by the AAA shall be binding upon each of the Owners affected thereby. Any initial deposit required by the AAA to secure the costs of the arbitration proceeding shall be paid by the Owner or Owners requesting the arbitration. The costs of the arbitration proceeding shall be paid as the AAA may direct.

Whenever it is determined by the Association that the Roadway is in need of maintenance, repairs and/or improvements, other than snow, ice and/or debris removal, the Association shall, at least thirty (30) days prior to the commencement of the work, deliver written notice of such determination to the Other Condominium Unit Owners, Residence Owners and Apartment Building Owners. Such notice shall specify what repairs, maintenance and/or improvements will be performed, the persons who will perform the work, and the estimated cost thereof. If any of such Owners object to the performance of such repairs, maintenance and/or improvements, then such Owner or Owners may submit the question to the AAA which shall decide the matter. Any initial deposit required by the AAA to secure the costs of the arbitration proceedings, shall be paid by the Owner or Owners requesting the arbitration. The costs of the arbitration shall be paid as the AAA may direct.

5. PAYMENT OF REPAIRS AND MAINTENANCE EXPENSES AND INSURANCE EXPENSES. Whenever maintenance, repairs and/or improvements are performed in accordance with this Declaration, or whenever a premium for the insurance required by Section 11 hereof is due, the Association shall, within thirty (30) days after the Association's receipt of bills or invoices from the party performing such repairs, maintenance and/or improvements, or providing such insurance, deliver to each owners' association to which the Other Condominium Unit Owners belong and to each of the Residence Owners and Apartment Building Owners, a notice setting forth the total amount of such Owner's proportionate share of the cost therefor. Each of the Owners, by acceptance of a deed or other instrument of conveyance for all or any part of the Property hereby accepts the obligation to pay his proportionate share of the Repair and Maintenance Expenses and Insurance Expenses ("Assessment") to the Association within ten (10) days after the due date indicated on the notice. There shall be a late charge of eight percent (8%) per annum on any Assessment that is not paid within the stipulated ten (10) day grace period. All such Assessments are the personal obligation of the Owners of the Property and no Owner may waive or eliminate such obligation by non-use of the Roadway or by abandonment of the part of the Property owned by him.

6. LIENS. In addition to any other remedy which may exist at law or in equity, if any Assessment is not paid when due, the amount thereof, together with any interest thereon, as provided in Section 5 above, shall constitute a lien on the respective Dublin Green Unit, Other Condominium Unit, land and Residence, or land and Apartment Building of such defaulting Owner in favor of the Association prior to all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments and liens of record in favor of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio, to the extent made superior by applicable law. The Association may record a notice of lien with the Recorder of Franklin County, Ohio, in any legally recordable form including by affidavit as provided in §5301.252 of the Ohio Revised Code, or any similar section hereafter enacted. Non-payment of any Assessment shall be deemed and is hereby declared to be the happening of a condition or event that creates an interest in real estate.

7. ENFORCEMENT OF LIEN. Any lien established hereunder may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale, and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of the State of Ohio. In any such enforcement proceeding the amount which may be recovered by the Association shall include all costs of such proceeding, including reasonable attorneys' fees. In any such foreclosure sale, the Association may become the purchaser.

8. SUBORDINATION OF LIEN TO FIRST MORTGAGE. When the mortgagee of a first mortgage of record or other purchaser of any part of the Property acquires title thereto as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, his or her heirs, successors and assigns, shall not be solely liable for the Assessments chargeable to such Property which become due prior to the acquisition of title by such acquirer. Any lien levied against such Property pursuant to the terms hereof shall be canceled and voided and shall become unenforceable. Such unpaid Assessments shall be collected from all the Owners, including the new acquirer of title, in the same proportions as provided in Sections 3 and 5 hereof.

9. DEVELOPER'S RESERVATION OF RIGHTS TO DEDICATE ROADWAY. The Developer, its successors and assigns, hereby reserves the right at any time to dedicate any part of the Roadway and any part of the Property which is subject to the Roadway Easement of which has not already been submitted to the Dublin Green Condominium, to public use, and upon acceptance of the dedication, this Declaration, insofar as it applies to the Roadway Easement, shall terminate and be of no further force and effect, except as to the

rights and obligations set forth herein with respect to the payment of Assessments.

10. AUTOMATIC TERMINATION. Pursuant to the Declaration of Condominium Ownership, the Developer shall have the right, but not the obligation, to submit the portion of the Property upon which the Roadway is located, or any part thereof, to Dublin Green Condominium. In the event the Developer exercises such right, upon the submission of all or any part of the Property containing the Roadway to the Declaration of Condominium Ownership, this Declaration shall automatically terminate as to the Roadway or the part thereof so submitted to the Declaration of Condominium Ownership. Upon such termination, the Roadway shall be and shall be deemed to be a part of the Common Areas and Facilities of Dublin Green Condominium and shall be maintained and repaired in accordance with the Declaration of Condominium Ownership.

11. PUBLIC LIABILITY INSURANCE. The Association (and/or any association to which Other Condominium Unit Owners belong) shall insure itself, its members, and all of the other 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 Roadway. Such insurance shall afford protection to a limit of not less than One Million and 00/100 Dollars ($1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million and 00/100 Dollars ($1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Million and 00/100 Dollars ($1,000,000.00) in respect to damage to or destruction of property arising out of any one accident.

12. NOTICES. Any notice required or permitted to be given to the Association or to any Other Condominium Unit Owners' association shall be deemed given when mailed by United States mail, postage prepaid, addressed to the statutory agent of such Association. Any notice required or permitted to be given to any of the other Owners, shall be deemed given when delivered personally to the part of the Property owned by such Owner, or when mailed by United States mail, postage prepaid, addressed to such Owner's last known address.

13. INVALIDITY. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

14. HEADINGS. The headings of the sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

15. GENDER. Throughout this Declaration, the masculine gender shall be deemed to include, where appropriate, the feminine and neuter, and the singular, plural and vice versa.

16. LIABILITY. Neither the Developer 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 by or pursuant to this Declaration or in its (or its representative) capacity as Developer, contractor, owner, manager or seller of the Property, regardless of by whom such claim is asserted.

17. NON-MERGER. Developer intends that no merger of the easements set forth in this Declaration shall occur by reason of the same person or entity holding title to the Property or any portion thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration as of this _____ day of _____, 199__.

Signed and acknowledged in the presence of:

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

_____
Print: _____

BY: _____
NAME: _____
ITS: _____

_____
Print: _____

STATE OF OHIO)
: SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 199__, by _____, _____ of HILLS BUILDING & CONSTRUCTION SERVICES NO. 3, INC., an Ohio corporation, on behalf of the corporation.

_____
Notary Public

This instrument prepared by:

Vivian M. Raby, Esq.
KEATING, MUETHING & KLEKAMP
1800 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6954

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 24062G19;

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 56.37 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 38° 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 125.48 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
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 64° 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 64, 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
Thomas D. Sibbalds
Registered Surveyor No. 5908

TDS:kd

Exhibit "C-1"

ACCESS EASEMENT FOR DUBLIN GREEN CONDOMINIUM MEADOW CREEK DRIVE

Situated in the State of Ohio, County of Franklin, City of Columbus, located in Quarter Township 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 those of record in the Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

Beginning for reference at a point in the centerline of State Route 161 (also known as Dublin-Granville Road), said point marks the southeast corner of a 1.332 acre tract conveyed to the City of Columbus, by deed of record in Official Record 6954H13 and also the southwest corner of "BROOKSIDE WOODS SECTION 4" as recorded in Plat Book 62, Pages 29 and 30;

thence North 79° 06' 20" West, along the south line of said 1.332 acre tract and the centerline of State Route 161, a distance of 390.00 feet to a point;

thence leaving said centerline, North 10° 53' 40" East, passing through the north line of said 1.332 acre tract at 60.00 feet, a total distance of 115.00 feet to a point and the true place of beginning of the tract herein intended to be described;

thence North 53° 56' 02" West. 142.46 feet to a point;

thence North 9° 06' 00" West, 350.00 feet to a point;

thence North 6° 35' 00" East, 366.17 feet to a point;

thence North 13° 44' 00" West, 146.13 feet to a point;

thence North 44° 00' 00" West, 72.03 feet to a point;

thence North 77° 30' 00" West, 250.00 feet to a point;

thence North 37° 00' 00" West, 174.34 feet to a point;

thence North 10° 25' 30" West, 94.00 feet to a point;

thence North 66° 40' 46" West, a distance of 90.72 feet to a point in the arc of a curve to the left and in the easterly right-of-way line of Federated Boulevard;

Continued.....

ACCESS EASEMENT FOR DUBLIN GREEN CONDOMINIUM
MEADOW CREEK DRIVE
- Page Two -

thence northeasterly, along said right-of-way line and said curve to the left (Radius = 940.0 feet, Delta = 4° 52' 42"), along a chord of which bears North 22° 22' 12" East, a distance of 80.01 feet to a point;

thence leaving said curve and said right-of-way line, South 66° 40' 46" East, 128.15 feet to a point;

thence South 10° 25' 30" East, 173.00 feet to a point;

thence South 44° 30' 00" East, 115.00 feet to a point;

thence South 77° 30' 00" East, 220.00 feet to a point;

thence North 38° 03' 00" East, 139.50 feet to a point;

thence South 89° 50' 00" East, 43.35 feet to a point in the westerly line of the MWM Partners 20.766 acre tract, of record in Official Record 24062G19;

thence along said westerly line of the MWM Partners 20.766 acre tract, the following ten (10) courses and distances:

1) South 0° 10' 00" West, 40.00 feet to a point;

2) South 36° 35' 49" West, 57.43 feet to a point;

3) South 0° 10' 00" West, 308.65 feet to a point;

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

5) Southeasterly, along the arc of said curve (Radius = 232.00 feet, Delta = 15° 41' 00"), along a chord of which bears South 1° 15' 30" East, a distance of 63.31 feet to a point;

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

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

Continued.....

ACCESS EASEMENT FOR DUBLIN GREEN CONDOMINIUM
MEADOW CREEK DRIVE

8) Southeasterly, along the arc of said curve (Radius = 97.00 feet, Delta = 48° 13' 00"), along a chord of which bears South 33° 12' 30" East, a distance of 79.24 feet to a point;

9) South 16° 39' 31" East, 42.53 feet to a point; and

10) South 10° 53' 40" West, a distance of 60.00 feet to the true place of beginning, containing 2.332 acres, more or less.

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

Respectfully Submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

TDS/kd

Exhibit "C-2"

ACCESS EASEMENT FOR DUBLIN GREEN CONDOMINIUM VICENTE COURT

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 a strip of land twenty-six (26) feet in width, across the 19.395 acre tract of land conveyed to Hills Building & Construction Services No. 3, Inc., by deed of record in Official Record 23810A09, the centerline of said strip being described as follows:

Beginning for reference at a point in a northerly line of said 19.395 acre tract, the southeasterly corner of the Fogelman Properties Equity L.P. 22.609 acre tract, of record in Official Record 1182C05;

thence South 85° 34' 27" East, a distance of 23.17 feet to a point;

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

thence South 49° 22' 32" East, a distance of 20.00 feet to the TRUE POINT OF BEGINNING of the centerline herein intended to be described;

thence along the arc of a curve to the right (Delta = 8° 53' 59", Radius = 201.00 feet), a chord bearing and distance of South 89° 58' 34" West, 31.19 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 = 99.00 feet), a chord bearing and distance of South 80° 04' 17" West, 49.09 feet to a point of tangency;

thence South 65° 43' 00" West, 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 = 49.00 feet), a chord bearing and distance of South 40° 11' 31" West, 42.23 feet to a point of tangency;

thence South 14° 40' 03" West, a distance of 157.66 feet to a point of curvature of a curve to the right;

thence along the arc of said curve (Delta = 48° 53' 50", Radius = 74.00 feet), a chord bearing and distance of South 39° 08' 58" West, 61.25 feet to the point of terminus, in the northerly line of an Access Easement for Meadow Creek Drive, said point of terminus

ACCESS EASEMENT FOR DUBLIN GREEN CONDOMINIUM
VICENTE COURT
- Page Two -

being located South 66° 40' 46" East, 126.15 feet and South 10° 25' 30" East, 40.54 feet from the intersection of said northerly line with the easterly right-of-way line of Federated Boulevard.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

By _____
Thomas D. Sibbalds
Registered Surveyor No. 5908

TDS:kd

27265H19

CONSENT OF MORTGAGEE

The Provident Bank, an Ohio banking corporation and the holder of a mortgage deed to the premises recorded in the Official Records of Franklin County, Ohio at Official Record Book 24568, Page I-15, hereby consents to the execution and delivery of the foregoing Declaration of Covenants, Easements and Restrictions, with exhibits thereto (the "Declaration"), and to the filing thereof, in the office of the County Recorder of Franklin County, Ohio, and further subjects the above-described mortgage to the provisions of the foregoing Declaration with attached exhibits.

IN WITNESS WHEREOF, The Provident Bank, by its authorized officer, has caused the execution of this Consent this ____ day of _____, 199__.

Signed and acknowledged in the presence of:

THE PROVIDENT BANK

_____ BY: _____

Print: _____

Its: _____

_____

Print: _____

STATE OF OHIO)
: ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 199__, by _____, _____ of The Provident Bank, an Ohio banking corporation, on behalf of the corporation.

_____
Notary Public

This instrument prepared by:

Vivian M. Raby, Esq.
KEATING, MUETHING & KLEKAMP
1800 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6400

CONSENT OF MORTGAGEE

Hills Financial Group, an Ohio limited partnership, and the holder of a mortgage deed to the premises recorded in the Official Records of Franklin County, Ohio at Official Record Book _____, Page _____, hereby consents to the execution and delivery of the foregoing Declaration of Covenants, Easements and Restrictions, with exhibits thereto (the "Declaration"), and to the filing thereof, in the office of the County Recorder of Franklin County, Ohio, and further subjects the above-described mortgage to the provisions of the foregoing Declaration with attached exhibits.

IN WITNESS WHEREOF, Hill Financial Group, by its authorized officer, has caused the execution of this Consent this ____ day of _____, 199__.

Signed and acknowledged in the presence of:

HILLS FINANCIAL GROUP, an Ohio limited partnership

BY: Hills Developers, Inc., an Ohio corporation, General Partner

_____

Print: _____

By: _____
Louis Guttman,
Secretary/Treasurer

_____

Print: _____

STATE OF OHIO)
: ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 199__, by Louis Guttman, Secretary/Treasurer of Hills Developers, Inc., an Ohio corporation, as General Partner of Hills Financial Group, an Ohio limited partnership, on behalf of the corporation and partnership.

_____
Notary Public

This instrument prepared by:

Vivian M. Raby, Esq.
KEATING, MUETHING & KLEKAMP
1800 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6400

157385.3

27265101

CONSENT OF MORTGAGEE

The Provident Bank, an Ohio banking corporation and the holder of a mortgage deed to the premises recorded in the Official Records of Franklin County, Ohio at Official Record Book 24568, Page I-15, hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership, with exhibits thereto (the "Declaration"), and to the filing thereof, in the office of the County Recorder of Franklin County, Ohio, and further subjects the above-described mortgage to the provisions of the foregoing Declaration with attached exhibits.

IN WITNESS WHEREOF, The Provident Bank, by its authorized officer, has caused the execution of this Consent this 5TH day of AUGUST, 1994.

Signed and acknowledged
in the presence of:

Barbara S. Barrera
Print: Barbara S. Barrera

Jody Kleikamp Stachler
Print: Jody Kleikamp Stachler

THE PROVIDENT BANK

BY: Robert A Alexander

Its: VICE PRESIDENT

STATE OF OHIO)
: ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 5th day of August, 1994, by Robert A Alexander, Vice President of The Provident Bank, an Ohio banking corporation, on behalf of the corporation.

Jody Kleikamp Stachler
Notary Public

JODY KLEIKAMP STACHLER, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

This instrument prepared by:

Vivian M. Raby, Esq.
KEATING, MUETHING & KLEKAMP
1800 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6400

27265I02

CONSENT OF MORTGAGEE

Hills Financial Group, an Ohio limited partnership, and the holder of a mortgage deed to the premises recorded in the Official Records of Franklin County, Ohio at Official Record Book 26155, Page I-08, hereby consents to the execution and delivery of the foregoing Declaration of Condominium Ownership, with exhibits thereto (the "Declaration"), and to the filing thereof, in the office of the County Recorder of Franklin County, Ohio, and further subjects the above-described mortgage to the provisions of the foregoing Declaration with attached exhibits.

IN WITNESS WHEREOF, Hills Financial Group, by its authorized officer, has caused the execution of this Consent this 11 day of August, 1994.

Signed and acknowledged in the presence of:

HILLS FINANCIAL GROUP, an Ohio limited partnership

BY: Hills Developers, Inc., an Ohio corporation, General Partner

By: Louis Guttman, Secretary/Treasurer

Marsha K. Beckham
Print: Marsha K. Beckham

Ginger D. Perreault
Print: Ginger D. Perreault

STATE OF OHIO)
: ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 11 day of August, 1994, by Louis Guttman, Secretary/Treasurer of Hills Developers, Inc., an Ohio corporation, as General Partner of Hills Financial Group, an Ohio limited partnership, on behalf of the corporation and partnership.

Ginger D. Perreault
Notary Public

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

NOTARIAL SEAL STATE OF OH

This instrument prepared by:

Vivian M. Raby, Esq.
KEATING, MUETHING & KLEKAMP
1800 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6400

1EZ612