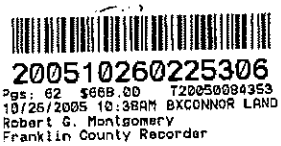
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Robert G. Montgomery
Franklin County Recorder

DECLARATION AND BYLAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

THE FALLS AT HAYDEN RUN CONDOMINIUM

CERTIFICATE OF AUDITOR

October 18, 2005

Receipt is hereby acknowledged of a copy of the Declaration, Bylaws, and Drawings of the above-named Condominium.

CONNOR LAND

Joseph W. Testa / Jane Graf Lansing
Auditor of Franklin County, Ohio

This instrument prepared by:
Christopher N. Swank
BRICKER & ECKLER LLP
100 South Third Street
Columbus, Ohio 43215
(614) 227-2300

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 156 PAGE 16-52

TRANSFERRED

OCT 26 2005

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

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DECLARATION

This is the Declaration of The Falls at Hayden Run Condominium made on or as of the 18th day of October, 2005, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

RECITALS

A. The Falls at Hayden Run, Ltd., an Ohio limited liability company, "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create at this property a site of individually owned units, and commonly owned elements, and to these ends to submit this property to condominium ownership under the Condominium Act.

DEFINITIONS

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Additional Property" means the land, and improvements thereon, that may, at a subsequent time, be added to the Condominium Property and become a part of the Condominium.

2. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating The Falls at Hayden Run Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time (The State of Ohio's enabling non-profit corporation act).

3. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Condominium Association and are also one and the same as the board of directors of the Condominium established for the Condominium under the Condominium Act.

4. "Bylaws" mean the bylaws of the Condominium Association, as the same may be lawfully amended from time to time, created under and pursuant to the Condominium Act for the Condominium, and which also serve as the code of regulations of the Condominium Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof.

5. "Common Elements" means all of the Condominium Property, except that portion described in this Condominium Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common elements" of the Condominium under the Condominium Act.

6. "Condominium" and "The Falls at Hayden Run Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act and under which each Unit Owner has an individual ownership interest in a Unit with the right to exclusive possession of that Unit and an undivided interest with the other Unit Owners in the Common Elements of the Condominium Property.

7. "Condominium Act" means the statutory law of the State of Ohio regulating the creation and operation of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

8. "Condominium Association" and "The Falls at Hayden Run Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act.

9. "Condominium Declaration" means this instrument, by which the Condominium Property is hereby submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

10. "Condominium Instruments" means this Condominium Declaration, the Bylaws, the Drawings, the development disclosure statement described in Section 5311.26 of the Condominium Act and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."

11. "Condominium Organizational Documents" means the Articles, the Bylaws, the Drawings, and this Condominium Declaration, as the same may be lawfully amended from time to time.

12. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

13. "Declarant" means whoever is designated in the recitals of this Condominium Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

14. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a director or directors of the Condominium Association, and mean that same person or those persons serving in the capacity of a member of the board of directors of the Condominium Association, as defined in the Condominium Act.

15. "Drawings" mean the drawings for the Condominium, and are the Drawings required pursuant to the Condominium Act. A set thereof is attached hereto, but the same may be detached and filed separately herefrom by the appropriate public authorities, as the same may be lawfully amended from time to time.

16. "Eligible Mortgagees" means the holders of valid first mortgages on Units who have given written notice to the Condominium Association stating their names, addresses and Units subject to their mortgages.

17. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Condominium Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common elements" of the Condominium under the Condominium Act.

18. "Occupant" means a person lawfully residing in a Unit, regardless of whether or not that person is a Unit Owner.

19. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

20. "The Falls at Hayden Run Master Development" means a real estate development being developed by Declarant on approximately 90.18 acres of land located north of Hayden Run Road, a portion of which will be comprised of the Condominium Property. The Falls at Hayden Run Master Development will include single-family homes and other condominium units (that may or may not be included within the Condominium), and may also contain civic buildings, recreational facilities and limited commercial space as well.

21. "The Falls at Hayden Run Master Association" means an Ohio corporation not-for-profit that Declarant has formed whose members shall consist of all Unit Owners, and any other record owner of a fee simple interest in The Falls at Hayden Run Master Development, and which will administer The Falls at Hayden Run Master Development pursuant to the terms and conditions of The Falls at Hayden Run Master Declaration.

22. "The Falls at Hayden Run Master Declaration" means a certain Declaration of Covenants, Easements, Restrictions and Assessment Liens for The Falls at Hayden Run Master Development filed of record with the Franklin County Recorder by the Declarant, which contains certain covenants, restrictions, easements and assessment liens that are applicable to The Falls at Hayden Run Master Development.

23. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a Unit or Units in this Condominium Declaration, and is that portion of the Condominium constituting a "residential unit" or "residential units" of the Condominium under the Condominium Act.

24. "Unit Owner" and "Unit Owners" mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Condominium Association, as well as The Falls at Hayden Run Master Association, as defined in Chapter 1702 of the Revised Code of Ohio.

THE PLAN

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the below-described property under and pursuant to the provisions of the Condominium Act:

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the State of Ohio, County of Franklin, and City of Columbus, consisting of 7.289 acres, is attached hereto and marked Exhibit "A".

ARTICLE II

NAME

The name by which the Condominium shall be known is "The Falls at Hayden Run Condominium".

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Condominium Declaration is being made to establish separate individual parcels from the Condominium Property to which fee-simple interests may be conveyed; to establish a Unit Owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; to provide for and promote the benefit, enjoyment and well being of Unit Owners and Occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions, along with any restrictions contained in The Falls at Hayden Run Master Declaration:

(a) Unit Uses. Except as otherwise specifically provided in this Condominium Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or conducting correspondence, in or from a Unit, is engaging in a use expressly declared

customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, but for no longer than a seven (7) year period of time from the time of the closing of the first sale of a Unit to a bona fide purchaser, one or more Units as sales and rental models and offices, and for storage and maintenance purposes, provided, that Declarant may maintain and utilize one or more of the Units in property added to the Condominium for such purposes for a two (2) year period of time from the time of the closing of the first sale of a Unit in the property so added; and (iii) one or more Units may be maintained for the use of the Condominium Association in fulfilling its responsibilities.

(b) Common Elements Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. In the event that a pool/clubhouse/fitness facility is added as Common Elements, such facilities may be used for fitness purposes and for any commercial use as long as such use is in compliance with any and all current applicable zoning laws, regulations, and/or ordinances. Declarant, along with any licensees of Declarant, and the Unit Owners, along with any and all guests of the Unit Owners, shall use the clubhouse facilities in accordance with any rules/regulations adopted by Declarant or the Condominium Association. Further, Declarant reserves the right to lease a portion of the clubhouse as a sales center and, in such event, the clubhouse shall be subject to the lease in favor of Declarant for use of a portion of the clubhouse as a sales center. Unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants.

(c) Limited Common Elements Uses. Those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, as specified in this Condominium Declaration, and shall be used only for the purposes intended and shall be maintained by such Unit Owners and Occupants.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds, all of which must appear white from the outside) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but in such case, subject to such lawful rules and regulations as the Board may adopt from time to time.

(e) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Elements or Limited Common Elements, nor shall any

be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant.

(f) Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, including the Limited Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease, the Unit Owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. In addition, in order to assure that the Condominium, from time to time, meets the requirements of institutional first mortgagees and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners and/or the Condominium for owner-occupant residential financing, and to maintain the character of the Condominium as primarily a housing community for owner-occupants, the Board, from time to time, may adopt rules limiting or restricting the number of Units in the Condominium that may be rented, provided, that no such rule shall limit or restrict the right of (i) an institutional first mortgagee, insurer, or guarantor which takes title to a Unit by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Unit of that institutional first mortgagee, insurer, guarantor or purchaser, to rent the Unit(s) so acquired, or (ii) Declarant, or Declarant's assignee who becomes a successor developer of the Condominium, to rent a Unit or Units owned by Declarant or such successor.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign, not in excess of nine square feet in size, advertising the Unit for sale or rent; and (iii) on the Common Elements and model Units, signs advertising the sale and/or rental of Units by the Declarant during the initial sale and rental period.

(i) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Elements or Limited Common Elements, which may impair the structural integrity of any improvement.

(k) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Condominium Association (or The Falls at Hayden Run Master Association) to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(m) Conveyances. Each Unit shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Elements by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Condominium Declaration and the Drawings, and in the case of a Unit added to the Condominium, the initial pages of the amendment to this Condominium Declaration and the amendment to the Drawings by which such Unit was added to the Condominium. The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that owner's Unit free of any such limitation. To enable the Condominium Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Condominium Association, in writing, within thirty (30) days after an interest in that Unit Owner's Unit has been transferred to another person. In addition, each Unit Owner agrees

to provide to a purchaser of that owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations.

(n) Discrimination. No action shall at any time be taken by the Condominium Association or its Board which in any manner would discriminate against any Unit Owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property, provided that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Condominium Association.

(o) Architectural Control. No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future owners of that Unit.

(p) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations concerning use of the Condominium Property, or any part thereof, as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit Owners, as a whole, and the Condominium Association, and to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the owners of each Unit prior to the time when the same shall become effective.

(q) Disputes Between Unit Owners. In the event of any dispute between Unit Owners as to the application of the foregoing restrictions or any rule or regulation promulgated pursuant thereto, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three (3) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action of any type may be instituted by either party to such a dispute unless the dispute has first been submitted to and determined by the Board, as aforesaid.

Section 3. Charges. Prior to imposing a charge for damages or an enforcement assessment pursuant to 5311.081(B)(12) of the Ohio Revised Code, the Board shall give the Unit Owner a written notice that includes the following:

(1) A description of the property damage or violation;

(2) The amount of the proposed charge or assessment;

(3) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(4) A statement setting forth the procedure to request a hearing; and

(5) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

To request a hearing, the Unit Owner shall deliver a written notice to the Board no later than the tenth (10th) day after receiving the notice required above. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing shall be deemed waived, and the Board may immediately impose a charge for damages or an enforcement assessment. In the event that the owner requests a hearing in a timely manner, the Board shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing.

The Board shall not levy a charge or assessment before holding any hearing request by any Unit Owner in a timely manner. The Unit Owners, through the Board, may allow a reasonable time to cure such violation prior to imposing a charge or assessment. Within thirty (30) days after a hearing at which the Board imposes a charge or assessment, the Condominium Association shall deliver a written notice of the charge or assessment to the Unit Owner. Any written notice required pursuant to the section shall be delivered to the Unit Owner or any Occupant of the Unit by any one of the following: personal delivery, certified mail, return receipt requested, or regular mail.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Buildings. There are eight (8) residential buildings, two (2) detached garage buildings and amenities as a part of the Condominium. Two (2) of the residential buildings each contain four (4) dwelling units, one of which residential buildings is accompanied by a detached garage building containing four (4), two (2) space garages. One of the residential buildings contains six (6) dwelling units, which residential building is accompanied by one (1) detached garage building, containing six (6) single space garages. Two (2) of the residential buildings each contain seven (7) dwelling units. The three (3) remaining residential buildings each contain eight (8) dwelling units. The residential buildings contain, in all, fifty-two (52) dwelling units and, in all, there are two (2) detached garage buildings. Four (4) of the Units contain three (3) bedrooms and forty-eight (48) of the Units contain two (2) bedrooms. The residential buildings

have a poured concrete lower level, with J-Cote waterproofing, are of wood frame construction with brick or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, composition shingle and drywall. The residential buildings and garage buildings are located as shown on the Drawings.

Section 2. Other. Also on the Condominium Property are sidewalks, green areas and landscaped areas, private asphalt drives and parking areas.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the fifty-two (52) dwelling units, each of which is called "a Unit", is designated by a number. The unit designation of each Unit is shown on the Drawings where that Unit is located. The location and designation of each Unit is also shown on the plot plan attached hereto as Exhibit "B". Information concerning the Units, with a listing of proper Unit designations, is shown on the attached Exhibit "C".

Section 2. Composition of Units.

(a) Unit Composition. Each Unit constitutes a single freehold estate and consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the basement or lowest level, and the unfinished interior surface of the ceiling of the highest level, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space, including space in the attached garage. Notwithstanding the foregoing, the Units shall also include the parking space or spaces contained within detached garage buildings, as described and designated in this Declaration and the Drawings. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

(1) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall material;

(2) all windows, skylights, if any, and screens and doors, including garage doors and including storm doors and windows, if any, and the frames, sashes, thresholds and jambs, and the hardware therefor;

(3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps,

air-conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any;

(4) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that unit;

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

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

(7) the portion of fireplaces, if any, actually within the interior of a Unit and the vents and dampers therefore accessible from the Unit's interior; and

(8) the attic space or storage space above a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access; excluding therefrom, however, all of the following items, whether or not located within the bounds of that unit:

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

(b) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit; and

(c) fireplace stacks and chimneys, if any.

(b) Unit Types. Sizes. Locations and Components. The type, composition, and approximate interior area of each type of Unit are shown on the attached Exhibit "D". The Condominium does not contain any "Convertible Units", as defined in the Condominium Act. The designation, length, width and height of each Unit are also shown on the Drawings. Each Unit has direct access to a drive located in the Common Elements, which leads directly to Hayden Run Road, which is dedicated as a public road.

ARTICLE VI

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. Common Elements - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Elements.

Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "Limited Common Elements" on the Drawings, are Limited Common Elements. In the case of each Unit in the initial stage of the Condominium, those Limited Common Elements consist of: (A) front porch areas on all Units, (B) as to the four (4) Units in the Reserve style building, the area between the rear of the Unit and the detached parking garage building, which area may include a concrete patio, (C) as to the six (6) Units in the Austin style building, the area between the rear of the Unit and the detached parking garage building, which area may include a concrete patio, (D) as to the fourteen (14) Units in the Wellington style buildings, a rear porch/stoop area, a rear deck area, if any, and two (2) parking spaces immediately outside the garage door opening, (E) as to the sixteen (16) Units in the Stansbury style buildings, a rear porch/stoop area, a fenced in rear area, if any, and one (1) parking space immediately outside the garage door opening, (F) as to the eight (8) Units in the Franklin style building, a rear porch/stoop area and a fenced in rear area, if any, and (G) as to the four (4) Units in the Cromwell buildings, a rear yard concrete patio and two (2) parking spaces immediately outside the garage door opening. Each such Limited Common Element is reserved for the exclusive use of the Unit Owners and Occupants of the Unit it is described, designed or designated to serve. Unit Owners, other than Declarant, shall not be permitted to relocate boundaries between adjoining Units or appurtenant Limited Common Elements. Further, Unit Owners, other than Declarant, shall not be permitted to reallocate the rights to the use of Limited Common Elements between or among Units.

Undivided Interest. The undivided interest in the Common Elements of each Unit (rounded to at least the nearest one thousandth of a percent) is shown on the attached Exhibit "C", and, in each case, is based on each Unit having a stated par value so that each Unit will have an undivided interest in the Common Elements proportionate to its par value relative to the par values of other Units. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains. Any attempted conveyance, encumbrance, judicial sale or other transfer of a Unit Owner's fee interest in Common Elements will be void unless the Unit to which such interest is allocated is also transferred.

If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units added shall have par values equal to those shown on the attached Exhibit "C" for the applicable Unit types, such that all Units of the same type shall have equal par values and undivided interests regardless of when created.

ARTICLE VII

CONDOMINIUM ASSOCIATION

Section 1. Establishment of Condominium Association. The Condominium Association has been formed to be and to serve as the Unit Owners' association of the Condominium. The Declarant is presently the sole member of the Condominium Association.

Section 2. Membership. Membership in the Condominium Association shall be limited to the Unit Owners, and every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member of the

Condominium Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership to the Condominium Association shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Further, pursuant to the terms of The Falls at Hayden Run Master Declaration, every member of the Condominium Association shall also be a member of The Falls at Hayden Run Master Association.

Section 3. Voting Rights for the Condominium Association. Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple, and, in the case of a Unit owned by more than one person, a proportionate part of a vote for ownership of an undivided fee simple interest in that Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of a member of the Condominium Association to vote with respect to his, her, or its Unit for failure to pay assessments when due, or for failure to observe other of the terms of this Condominium Declaration, or rules and regulations of the Condominium Association, pursuant to rules and regulations duly adopted by the Board from time to time.

Voting rights of the members of The Falls at Hayden Run Master Association are set forth in The Falls at Hayden Run Master Declaration.

Section 4. Board of Directors of the Condominium Association. The Board initially shall be those three persons named as the initial Directors by the Declarant, or such other person or persons as may from time to time be substituted by Declarant. No later than sixty (60) days after the time that Units to which 25% of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and the Unit Owners other than the Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates.

Within the earlier of (a) five years from the date of the establishment of the Condominium Association, and (b) sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain, the Declarant shall relinquish control of the Condominium Association to the members of the Condominium Association, and within sixty (60) days after the date in which Declarant relinquishes such control to the members of the Condominium Association, the Condominium Association shall meet and all Unit Owners, including the Declarant, shall elect six (6) Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The terms of the six (6) Directors shall be staggered so that the terms of one-third of the Directors (i.e. two) will expire and successors will be elected at each annual meeting of the Condominium Association. Thereafter, at such annual meetings, successors to the two (2) Directors whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the members, by the vote of members exercising not less than a majority of the voting power of members, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually.

For purposes of computing undivided interest pursuant to the two immediately preceding paragraphs, those interests shall be computed by comparing the number of residential Units sold and conveyed to the maximum number of residential Units that may be in the Condominium.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors.

Details regarding the board of The Falls at Hayden Run Master Association are set forth in The Falls at Hayden Run Master Declaration.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium Organizational Documents, or the Condominium Act, that are not specifically reserved to The Falls at Hayden Run Master Association pursuant to The Falls at Hayden Run Master Declaration or to Unit Owners.

Section 6. Delegation of Authority; Professional Management. The Board (or the board of The Falls at Hayden Run Master Association) may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management entered into by the Condominium Association shall be terminable by the Condominium Association for cause on thirty (30) days' written notice; shall be terminable by either party, without penalty, on ninety (90) days' written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, and provided further, however, that in the case of any professional management contract entered into by the Condominium Association before control of the Condominium Association is vested in Unit Owners other than Declarant, the contract must give the Condominium Association the right to terminate it without cause and without penalty at any time after the date that occurs ninety (90) days after control of the Condominium Association has been transferred to or assumed by Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant (as the term affiliate is defined by an institutional first mortgagee or an agency or organization which purchases or insures first mortgages) for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of management, maintenance, and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing. In any case, no agreement by the Condominium Association executed prior to the transfer to or assumption of the Condominium Association by Unit Owners other than the Declarant (except for agreements for necessary utility services) shall extend more than one (1) year subsequent to that transfer or assumption of control unless renewed by vote of Unit Owners pursuant to the provisions of the Bylaws.

Section 7. Security. The Condominium Association may, from time to time, provide measures of security on or with respect to the Condominium Property and/or its Unit Owners, Occupants, invitees, and licensees. However, the Condominium Association is not and shall not be deemed to be a provider of security, shall have no duty to provide any security on the Condominium Property or with respect to its Owners, Occupants, invitees, or licensees, and shall not be held liable for any loss, cost, or damage arising by failure of the Condominium Association to provide security or the effectiveness of security measures it undertakes, if any. The obligation to provide security lies solely with each Unit Owner and Occupant individually.

Section 8. Other Associations. As previously described, each Unit Owner shall be a member of The Falls at Hayden Run Master Association. Except as provided in this Condominium Declaration, there is no requirement that the Condominium Association or that any Unit Owner be members of a not-for-profit organization that provides facilities or recreation, education or social services to owners of property other than the Condominium Property.

Section 9. Unit Owner Information. Within thirty (30) days after a Unit Owner obtains a condominium ownership interest, the Unit Owner shall provide the following information in writing to the Condominium Association through the Board:

(a) The home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit; and

(b) The name, business address and business telephone number of any person who manages the Owner's Unit as an agent of that Owner.

Further, within thirty (30) days after a change in any information contained in this Article VII, Section 9, a Unit Owners shall notify the Condominium Association, through the Board, in writing of the change. At such time as the Board requests, a Unit Owner shall verify or update the information.

Section 10.Acquisition of Land. Subject to the Bylaws and the provisions of this Condominium Declaration, the Condominium Association may purchase, hold title to, and sell real property that is not declared to be part of the Condominium Property.

Any transaction that takes place prior to the date the Unit Owners, other than Declarant, assume control of the Condominium Association shall require the approval of the Declarant, the Unit Owners who exercise not less than seventy-five percent (75%) of the voting power of the Condominium Association and the authorization of the Board. Expenses incurred in connection with any transaction pursuant to this Section 10 shall be common expenses

Any transaction that takes place after the Unit Owners assume control of the Condominium Association shall require the approval of Unit Owners who exercise not less than seventy-five percent (75%) of the voting power of the Condominium Association and the authorization of the Board. Expenses incurred in connection with any transaction pursuant to this Section 10 shall be common expenses.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Condominium Association, and that person's residence or place of business is:

OSAC, Inc.
100 South Third Street
Columbus, Ohio 43215

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Condominium Association, the person so registered shall be the person to receive service of process for the Condominium Association.

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Condominium Association Responsibility. To the extent that the following are not responsibilities of The Falls at Hayden Run Master Association pursuant to The Falls at Hayden Run Master Declaration, the Condominium Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements, including but not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, retention ponds, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, if any, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements and that do not constitute part of a Unit, and the structural components of improvements constituting a part of the Limited Common Elements; provided that the Condominium Association shall not be responsible, unless it so elects, for the repair and replacement of non-structural components of improvements a part of the Limited Common Elements nor for the cleaning, housekeeping, landscaping, snow removal and routine maintenance of Limited Common Elements or components thereof. The Condominium Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements a part of the Common Elements and structural components of improvements a part of the Limited Common Elements. Except to the extent, if any, that a loss is covered by insurance maintained by the Condominium Association, the Condominium Association shall not have responsibility to repair or maintain any Unit, or component thereof, or personal property within a Unit, or maintain or repair improvements made by Unit Owners hereafter.

The common areas and facilities of The Falls at Hayden Run Master Development shall be repaired and maintained pursuant to the terms and conditions of The Falls at Hayden Run Master Declaration.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, perform cleaning and

housekeeping type maintenance and snow removal with respect to Limited Common Elements appurtenant to that owner's Unit, and maintain any shrubs, trees or landscaping installed by or on behalf of the Unit Owner or Occupants, or by or on behalf of previous owners or Occupants of that Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor, and the removal of snow and ice from the Limited Common Elements appurtenant to that owner's Unit or components thereof. In the event a Unit Owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Condominium Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit Owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board. The Board shall have the authority to designate what maintenance and repair of the Limited Common Elements is the responsibility of the Unit Owners.

ARTICLE X

UTILITY AND TRASH REMOVAL SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company or utility service provider to that Unit, or if the utilities are not separately metered, their proportionate share as determined by the Board; and to reimburse the Condominium Association for that owner's Unit's share of any utility cost that the Board reasonably determines is attributable to that owner's Unit, including, but not limited to, Common Element utility charges divided among the Units. In addition, the owner of a Unit containing a sump pump shall pay for the cost of electricity to operate the same, even though it also serves other Units. All other utility costs shall be common expenses and paid by the Condominium Association or The Falls at Hayden Run Master Association, as applicable. The Falls at Hayden Run Master Association shall either lease common element lighting, or purchase same outright. If leased, said lease payments shall be an ongoing obligation to be paid by The Falls at Hayden Run Master Association. The Condominium Association has arranged for trash removal to be done by a private hauler at the Condominium Association's expense. If the Condominium Association decides at a future date, to change to the trash removal service provided for by the City of Columbus, or the City of Columbus requires the Condominium Association to use their services, then the Condominium Association must comply with all of the requirements of the City of Columbus in place at that time, which may include the construction of concrete pads and the purchase of dumpsters. All of such compliance requirements will be completed at the expense of the Condominium Association. The Declarant hereunder shall have no responsibility for the work to be done or the expense of having it completed. It is Declarant's intention to enter into a lease on behalf of the Condominium Association for a trash compactor, which lease shall be the obligation of the Condominium Association. However, Declarant shall

not be required to enter into such a lease for a trash compactor. The Falls at Hayden Run Master Association shall be permitted to use any compactor or dumpster located on the Condominium Property for the disposal of common area garbage and refuse from The Falls at Hayden Run Master Development.

ARTICLE XI

INSURANCE; LOSSES; BONDS

Section 1. All Risk Property Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, the Limited Common Elements, or common property of the Condominium Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable coinsurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer. This insurance:

(a) shall provide coverage for built-in or installed improvements, fixtures and equipment that are originally installed as part of a Unit, and shall provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;

(b) shall have an agreed amount of inflation guard endorsement, when that can be obtained, construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of buildings even when only part of the Condominium Property is destroyed by an insured hazard, such as demolition cost, contingent liability from operation of building laws and increased cost of construction endorsements, and, when applicable, a steam boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of one million dollars ($1,000,000) or the insurable value of the building of buildings housing the boiler or machinery;

(c) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;

(d) shall be written in the name of the Condominium Association for the use and benefit of the Unit Owners, or its authorized representative, including any insurance trustee with whom the Condominium Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners;

(e) shall contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (i) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten (10) days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Condominium Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;

(f) shall have a deductible amount no greater than the lesser of ten thousand dollars ($10,000) or one percent (1%) of the policy face amount;

(g) shall be paid for by the Condominium Association, as a common expense;

(h) shall contain a waiver of subrogation of rights by the carrier as to the Condominium Association, its officer and Directors, and all Unit Owners;

(i) shall provide that the insurance shall not be prejudiced by any acts or omissions of individual Unit Owners who are not under the control of the Condominium Association; and

(j) shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Section 2. Liability Insurance. The Board shall obtain and maintain, at Condominium Association cost and as a common expense, a comprehensive policy of general liability insurance covering all of the Common Elements, public ways and any other areas under the Condominium Association's supervision, even if leased to others, insuring the Condominium Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of(a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars ($1,000,000) for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or if it does not, an endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Condominium Association, the Board, or other Unit Owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Condominium Association is a party. Each such policy must provide that it may not be canceled or substantially modified by any party without at least ten (10) days' prior written notice to the Condominium Association and to each holder of a first mortgage on a Unit.

Section 3. Fidelity Bond. From and after such time as Declarant no longer controls the Condominium Association, the Board shall obtain and maintain at the Condominium Association's cost and as a common expense, a fidelity bond providing coverage for the Condominium Association against dishonest acts on the part of directors, managers, trustees,

employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Condominium Association. The fidelity bond must name the Condominium Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Condominium Association's reserve funds plus three (3) months' assessments on all Units, and (b) the maximum amount that will be in the custody of the Condominium Association or its managing agent at any time while the bond is in force. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Condominium Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights.

Any management agent that handles funds of the Condominium Association shall maintain a fidelity bond providing coverage no less than that required of the Condominium Association, which bond names the Condominium Association as an additional obligee.

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Bests *Insurance Reports—International Edition*, and "A" or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's *Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in Standard and Poor's *International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

Section 5. Other Condominium Association Insurance. In addition, the Board may purchase and maintain, at the Condominium Association's cost and as a common expense, contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative; Power of Attorney. There may be named, under any policy obtained by the Condominium Association as an insured on behalf of the Condominium Association, its authorized representative, including any trustee with whom the Condominium Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Condominium Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Condominium Association, or such designated representative, or

such successor shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner and their respective first mortgage holders, and the Condominium Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 7. Unit Owners' Insurance. Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Condominium Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Condominium Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Condominium Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant, provided that if the Condominium Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Condominium Association, its officers and Directors, and all other Unit Owners and Occupants.

Section 8. Sufficient Insurance. In the event the improvements forming a part of the Common Elements 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 Condominium Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event within sixty (60) days after such damage or destruction the Unit Owners and Eligible Mortgagees, if they are entitled to do so pursuant to the provisions of this Condominium Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance. In the event the improvements forming a part of the Common Elements 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 and Eligible Mortgagees, if they are entitled to do so pursuant to the provisions of this Condominium Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Condominium Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available

insurance proceeds, the amount so advanced by the Condominium Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 10.Lender Requirements. Notwithstanding the foregoing provisions of this Article, the Condominium Association shall at all times maintain hazard insurance, liability insurance, and fidelity bond coverage conforming with the requirements then governing the making of a first mortgage loan or the purchase, guaranty, or insurance of first mortgages by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a residential building, or the taking of one or more Units in any condemnation or eminent domain proceedings, the Condominium Association shall promptly restore or replace the same, unless an election is made not to do so, as hereinafter provided.

Section 2. Election Not to Restore. The Condominium Association may, with the consent of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, and the consent of Eligible Mortgagees hereinafter provided, both given within sixty (60) days after damage or destruction, determine not to repair or restore such damage or destruction, or reconstruct such Unit or Units, and to terminate the Condominium. In such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

ARTICLE XIII

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Condominium Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power

of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at his, her or its election separately pursue such claim provided that the pursuing of the same or the realization of an award thereof, neither jeopardizes in any way an action by the Condominium Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the consent of Eligible Mortgagees hereinafter provided.

Section 3. Insufficient Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Condominium Association and, to the extent funds of the Condominium Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to their relative undivided interests of the Units in the Common Elements.

Section 4. Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Condominium Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Condominium Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium (a) the voting right of that unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other units in the proportions of their relative undivided interests prior to such taking.

Section 5. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Condominium Association, or its designated representative or authorized successor, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-

fact to exercise the rights and fulfill the responsibilities of the Condominium Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Condominium Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements and the Limited Common Elements, provided that no such rules or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Each Unit Owner shall be deemed to have delegated that Unit Owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that owner's Unit.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Condominium Association (and The Falls at Hayden Run Master Association, to the extent set forth in The Falls at Hayden Run Master Declaration) shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit to enable the Condominium Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Condominium Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Condominium Association shall give the owners or occupants of a Unit no less than twenty four hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 3. Easements for Encroachments. Each Unit and the Common Elements and Limited Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Elements and Limited Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroachments remain, shall and do exist.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities. Easements to the Condominium Association (and The Falls at Hayden Run Master Association to the extent set forth in The Falls at Hayden Run

Master Declaration) shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Condominium Association (or The Falls at Hayden Run Master Association) to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof.

Section 6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities, the Condominium Association (and The Falls at Hayden Run Master Association, to the extent set forth in The Falls at Hayden Run Master Declaration) but not to the public in general, to enter upon the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish from time to time.

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements (a) for a one (1) year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, for access to and for the purpose of completing improvements for which provision is made in this Condominium Declaration and The Falls at Hayden Run Master Declaration, (b) for the periods provided for warranties hereunder, or by law, for purposes of making repairs required pursuant to warranties, (c) for the initial sales and rental period, but for no longer than seven (7) years from the time of the closing of the first sale of a Unit to a bona fide purchaser, to maintain and utilize one or more Units and appurtenances thereto, for sales, rental and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs, and (d) for a period of ten (10) years for ingress, egress and parking at the sales center located in the clubhouse, if and when constructed.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and occupants of the area into which the Condominium may be expanded (the Additional Property) for maintenance and repair, for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Condominium Property, for ingress to and egress from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, reserves a non-exclusive perpetual easement to extend utility lines from the Common Elements onto the Additional Property, and thereafter to service and maintain the same.

All rights and easements reserved to Declarant, its successors and assigns, pursuant to this section, shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Condominium Association and the rights of owners and Occupants of Units.

Section 8. Easements to Adjacent Property Owners. Owners and occupants of property within The Falls at Hayden Run Master Development, their successors and assigns, as adjacent property owners, shall have non-exclusive easements over the Common Elements, pursuant to The Falls at Hayden Run Master Declaration, for ingress, egress and utilities and maintenance.

Section 9. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the President of the Condominium Association his, her or its attorney-in-fact to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement, licenses, permits and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Condominium Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 10.General. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Condominium Declaration (or The Falls at Hayden Run Master Declaration) in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Condominium Association: (a) operating assessments, (b) special assessments for capital improvements, and (c) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Board shall be used exclusively to promote the health, safety and welfare of Unit Owners and Occupants and the best interests of the Condominium Property.

Section 3. Elements - Apportionment; Due Dates.

(a) Operating Assessments.

(1) Prior to the time any Unit Owner is to be charged assessments by the Condominium Association, and in any event within sixty (60) days after the first closing of the sale of a Unit by Declarant, the Board shall establish for the

remainder of the Condominium Association's fiscal year, and prior to the beginning of each fiscal year of the Condominium Association thereafter, the Board shall estimate for the next fiscal year, and in each case, prorate among all Units and their owners on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Condominium Association consisting of the following:

a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Condominium Association;

b. that period's estimated costs for insurance and bond premiums to be provided and paid for by the Condominium Association;

c. that period's estimated costs for utility services not separately metered or charged to Unit Owners;

d. the estimated amount required to be collected to maintain an operating reserve fund to assure availability of funds for normal operations of the Condominium Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two (2) months' currently estimated assessments on all Units;

e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one (1) year ought to be maintained; and

f. that period's estimated costs for the operation, management and administration of the Condominium Association, including but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Condominium Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(3) The operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, and unless otherwise provided, the Condominium Association shall collect

on or before the first day of each month from those who own the Unit an equal monthly prorata share of the annual operating assessment for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Condominium Association prior to the time the Board commences to levy assessments against the Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in individual contracts for the sale of a Unit or Units).

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits not available, except on dissolution of the Condominium Association, for distribution to Unit Owners.

(6) So long as the Declarant is in control of the Condominium Association, Declarant shall not use any operating reserve funds to defray Declarant's expenses, reserve contributions or construction costs, or to make up any budget deficits.

(b) Special Assessments for Capital Improvements.

(1) In addition to the operating assessments, the Board may levy, at any time, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that the reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners and the consent of Eligible Mortgagees hereinafter provided.

(2) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) Special Individual Unit Assessments. The Board shall levy assessments against an individual Unit or Units, and the owner or owners thereof, to reimburse the Condominium Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner and a Unit Owner's interest, late charges, enforcement and arbitration charges). Any such assessment shall become

due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Condominium Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Condominium Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit Owner's Unit shall constitute notice to that Unit Owner, unless the Unit Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner.

Section 5. Effect of Nonpayment of Assessment; Remedies of the Condominium Association.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine (iii) charge a reasonable, uniform, late fee as determined from time to time by the Board, and (iv) charge the cost of collection, including attorney fees and other out-of-pocket expenses.

(b) Operating and both types of special assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge in favor of the Condominium Association upon the Unit against which each such assessment is made.

(c) At any time after any assessment or an installment of an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, interest, late fees, and costs, including attorney fees, may be filed with the recorder of the county in which the Condominium Property is located, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other chief officer of the Condominium Association.

(d) The lien provided for herein shall become effective from the time a certificate of lien or renewal certificate was duly filed therefor, and shall continue for a period of five (5) years unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(e) Any Unit Owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Condominium Association) has been improperly charged against that Unit, may bring an action in the court of common pleas of the county in which the Condominium Property is located for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest, late fees, and costs, including attorney fees, shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided however, that the right of the Condominium Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article.

(g) The Condominium Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including attorney fees, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Condominium Association as plaintiff in any such foreclosure action shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(h) No owner may waive or otherwise escape liability for the assessments provided for in this Condominium Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of his, her or its Unit.

(i) No owner may waive or otherwise escape liability for the assessments provided for in this Condominium Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of his, her or its Unit. Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium Property, and accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Condominium Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner. The foregoing will not relieve any successor owner from the obligation for assessments accruing thereafter.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Condominium Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Details regarding the assessments to be collected by The Falls at Hayden Run Master Association are set forth in The Falls at Hayden Run Master Declaration.

ARTICLE XVI

CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1. General. The Condominium Act requires that certain information be provided in the Condominium Instruments. Much of this is provided elsewhere in the Condominium Organizational Documents and in other documents, but in order that all such information be provided in this Condominium Declaration, various items of that information are set forth in the following sections of this Article.

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of more than two thousand dollars ($2,000) is held for more than ninety (90) days, interest at the rate equal to the prevailing rate payable by federally insured financial institutions in Franklin County, Ohio on daily interest accounts for any period exceeding ninety (90) days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Interest shall only payable on the amount of the deposit or down payment that exceeds two thousand dollars ($2,000.00). Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment, garnishment, or other legal process by creditors of Declarant or the buyer.

Section 3. Condominium Association Control. Except in its capacity as a Unit Owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Elements after control of the Condominium Association is assumed by the Condominium Association, except as expressly provided herein. The owners of Units that have been sold by the Declarant or its agent will assume control of the Condominium Association and the Common

Elements, as elsewhere provided herein, in compliance with the requirements of the Condominium Act. Neither the Condominium Association nor the Unit Owners will be subject to any management contract or agreement executed prior to the assumption of control of the Condominium Association by Unit Owners other than Declarant for more than ninety (90) days subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit Owners pursuant to the provisions of the Bylaws.

Section 4. Limited Warranties. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyers of a Unit from it, which are not binding upon the Declarant nor enforceable by the buyers unless and until the sale of the Unit to the buyers is closed:

(a) Units. Except as provided in subparagraph (c) below, the Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arise within a period of one (1) year from the date the deed to the buyers for that Unit is filed for record.

(b) Common Elements. The Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium as a whole, occasioned or necessitated by defects in material or workmanship, that arise within a period of two (2) years from the date the deed is filed for record following the first sale of a unit in the Condominium to a purchaser in good faith for value.

(c) Appliances. In the case of ranges, refrigerators, disposals, and other appliances, if any, installed and furnished by the Declarant as part of the Unit, the Declarant assigns to the buyers all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items is limited to the Declarant's warranty that the same have been properly installed.

(d) Extended Warranties. The Declarant assigns to the buyers any warranties made to the Declarant that exceed the time periods for warranties that the Declarant has given to the buyers by this limited warranty.

(e) Limitations.

(i) No responsibility is assumed for damage from any cause whatsoever, other than to repair or replace, at the Declarant's cost, items containing defects covered by Declarant's warranty.

(ii) No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

(iii) Implied warranties, if any, are limited to one (1) year from the date on which the Unit is deeded to the buyers, except to the extent, if any, that limitation is not lawful.

(iv) No warranty, either express or implied, is made regarding the presence or absence of radon gas at or in the vicinity of the Unit.

(v) Any claim for breach of warranty not made, in writing, and received by Declarant within forty-eight (48) hours after expiration of the warranty period, shall be deemed waived.

(vi) Any action brought with respect to any warranty extended pursuant hereto or by law shall be commenced within one (1) year of the expiration of the applicable warranty period or be forever barred.

(vii) Any request for service or claim of breach of warranty must be sent in writing to the Declarant at such address as the Declarant may designate, from time to time, in writing by the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under this warranty within thirty (30) days after receipt of the buyers' request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 a.m. to 5:00 p.m.

(f) Other Rights. This written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under law. These written warranties are the only express warranties the Declarant gives to the buyers unless additional warranties are included in a written contract between the Declarant and the buyers.

(g) Common Element Expansions. With respect to the repair or replacement of roof and structural components, and mechanical, electrical, plumbing, and common service elements in areas added to the Condominium, the two (2) year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the sale of the first Unit in that area added to a purchaser in good faith for value.

Section 5. Declarant's Obligations. Declarant will be vested with the rights and will assume the obligations of a Unit Owner in its capacity as owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from a date no later than that upon which common expenses are first charged with respect to any other Unit.

ARTICLE XVII

EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property but only within the limitations, and subject to the terms, set forth in this Article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Condominium Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property.

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven (7) years from the date this Condominium Declaration is filed for record. Notwithstanding the foregoing, Declarant, with the consent of a majority of the Unit Owners other than it, may extend its option to expand the Condominium Property for an additional seven (7) years, if it exercises its right to so renew within six (6) months prior to the expiration of that initial seven (7) year period. Declarant shall have the right to waive its option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Description. A legal description of all of the land that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, consisting of approximately 68.794 acres (comprised of the remaining portion of an approximately 73.476 acre parcel, a portion of an approximately 18.246 acre parcel and a portion of an approximately 3.303 acre parcel), is attached hereto and marked Exhibit "E", and, together with any improvements placed thereon and added hereto, is referred to herein as "the Additional Property".

Section 5. Composition of Portions Added. Neither all or any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article and provided, further, that all improvements in the Additional Property added to the Condominium Property shall be substantially completed prior to the addition. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limits previously described.

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

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is eight hundred twenty-eight (828) for a total of eight hundred eighty (880) Units. The foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum number of Units that may be added to the Condominium Property, there is no limit as to the maximum number of

units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

Section 9. Non-Residential Uses. Except as stated herein, no Units may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property, will be consistent and compatible with structures then on the Condominium Property in terms of quality of construction and the principal materials to be used. Although different building styles (including architectural styles) and designs may be used, the exterior appearance of the structures on the Additional Property will be generally compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, changes in square footage or interior layout of Units, variances in setbacks or locations of structures in relation to other improvements, or minor changes in design or finish detail.

Section 11.Improvements Other than Structures. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that Additional Property. Additional detached garage buildings may or may not be constructed. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially similar kind, style, design, and quality as those improvements then on the Condominium Property.

Section 12.Types of Units. All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be of the same type as the Units then on the Condominium Property, or as otherwise described herein, provided, however, that any such Units shall be deemed of the same type, notwithstanding changes in interior layout, or minor changes in size, design or finish detail.

Section 13.Common Elements/Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein as noted below, and of substantially the same type and size as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing, garages, decks and porches. The precise size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined. Further, Declarant reserves the right to add a pool and/or clubhouse/community building as Common Element to the Condominium in a later phase without the consent of the Unit Owners. In the event a pool and/or clubhouse/community building is added to the Common Element, it shall be the responsibility of the Condominium Association to maintain any such improvements. Further, in the event that a pool and/or clubhouse/community building is added to the Common Element, Declarant reserves the right to enter into a license agreement with the adjacent land owner allowing tenants of such adjacent landowner to have access to the pool and/or

clubhouse/community building, for a fee. However, the Declarant shall not be obligated or committed to add a pool, clubhouse/fitness building or any combination thereof.

Section 14.Supplementary Drawings. At such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Condominium Act.

Section 15.Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Condominium Act, of an amendment to the Condominium Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added as required by the Condominium Act.

Section 16.Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the appropriate county recorder of an amendment to the Condominium Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Condominium Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in the property added to the Condominium (i) for a one (1) year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Units in that property added, but for no longer than three (3) years from the time of closing of the first sales of a Unit in that property added to a bona fide purchaser, to maintain and utilize one or more of those Units and appurtenances thereto, for sales, rentals and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

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

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of each Unit, including those added, having a par value equal to that amount shown on the attached Exhibit "C" for the applicable Unit type, and, thus, resulting in each Unit of the same type having an equal undivided interest in the Common Elements, regardless of when created, but Units of different types having different par values and undivided interests in the Common Elements; and

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

Notwithstanding the foregoing, for administrative convenience, assessments with respect to Units added to the Condominium shall not commence until the calendar month next following the calendar month in which the amendment adding those Units is recorded with the Franklin County Recorder.

Section 17. Successor Owners. Any successor Owner of the Condominium Property or of Additional Property added to the Condominium Property who is not an Affiliate (as defined in the Condominium Act) of Declarant and who is a bona fide purchaser of the property for value, or a purchaser who acquires property at a sheriff's sale or by deed in lieu of a foreclosure, is not liable in damages for harm caused by an action or omission of Declarant or a breach of an obligation by the Declarant.

ARTICLE XVIII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

Section 1. Notices. Any Eligible Mortgagee, upon written request to the Condominium Association (which request states the name and address of such Eligible Mortgagee and the Unit designation), shall be entitled to timely written notice by the Condominium Association of:

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating:

(i) voting rights; (ii) assessments, assessment liens, or priority of such liens; (iii) reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements), or rights to their use; (vi) boundaries of any Unit, (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) insurance or fidelity bonds; (x) leasing of Units, (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that owner's Unit; (xii) professional management; (xiii) restoration or repair of the Condominium Property; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(b) any proposed decision or action that: (i) terminates professional management and establishes self management when professional management has been

required previously by an Eligible Mortgagee; (ii) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Organizational Documents; (iii) substantial damage or destruction not be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi) would, without addition to, change in, or amendment of the Condominium Organizational Documents, make any change with respect to the items described in subparagraph (a) of Section 1 of this Article.

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to its mortgage, when the default remains uncured for a period of sixty (60) days; (iii) any delinquency for sixty (60) days in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage; (iv) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Condominium Association; and (v) times and places of Unit Owners' meetings. An insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Condominium Association stating both its name and address and the Unit designation or address of the Unit on which it insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c) and of any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

Section 2. Voting Rights. No action with respect to which Eligible Mortgagees are entitled to notice, as provided in subparagraphs (a) or (b) of Section 1 of this Article, may be taken without the consent of Eligible Mortgagees of Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain, provided further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium Property, shall be taken without the consent of Eligible Mortgagees of Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

Section 3. Approval Rights. Notwithstanding any other provision hereof, if a federal or other nationally broad-based institutional mortgagee, guarantor, or insurer of residential home loans:

(a) holds, insures, or guarantees payment of all or part of a mortgage secured loan on one or more Units in the Condominium;

(b) has not theretofore approved a plan of expansion of the Condominium to which a proposed addition to the condominium conforms; and

(c) requires approval of proposed additions to the Condominium;

neither the Additional Property nor any part thereof may be added to the Condominium without the prior written consent of such holder, insurer, or guarantor.

ARTICLE XIX

AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Condominium Declaration (or the other Condominium Organizational Documents) shall, in addition to the consents required of Eligible Mortgagees, if any, as hereinbefore provided, require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. Notwithstanding the foregoing:

(a) the consent of all Unit Owners shall be required for any amendment effecting a change in: (i) the boundaries of any Unit; (ii) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto; (iii) the number of votes in the Condominium Association appertaining to any Unit; or (iv) the fundamental purposes to which any Unit or the Common Elements are restricted;

(b) the consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners shall be required to terminate the Condominium; and

(c) in any event, the Board shall have the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant to the Board a power of attorney, to amend the Condominium Organizational Documents, to the extent necessary to (i) to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage Condominium Association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions, (ii) to meet the requirements of insurance underwriters, (iii) to bring the Condominium Declaration into compliance with Chapter 5311 of the Ohio Revised Code, (iv) to correct clerical or typographical errors or obvious factual errors or omissions in the Condominium Declaration or and exhibit to the Condominium Declaration, or (v) to designate a successor to the person named to receive service of process for the Condominium Association.

Any Unit Owner who is aggrieved by an amendment to this Condominium Declaration that the Board makes pursuant to the above paragraph may commence a declaratory judgment action to have the amendment declared invalid as violative of 5311.05(E)(1). Any action filed pursuant to this paragraph shall be filed in the appropriate court of common pleas within one (1) year from the date of the recordation of the amendment.

An Eligible Mortgagee of a Unit who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within thirty (30) days after receipt of the same, shall be deemed to have approved such request.

Section 2. Method to Amend. An amendment to this Condominium Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit Owners and Eligible Mortgagees hereinbefore required, shall be executed with the same formalities as to execution as this

Condominium Declaration by two officers of the Condominium Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Condominium Declaration shall be duly executed by it with the same formalities as to execution as this Condominium Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Condominium Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the auditor and recorder of the county in which the Condominium Property is located.

ARTICLE XX

GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any party of the Condominium Property, and the Condominium Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions. In addition to any other remedies provided in this Condominium Declaration, Declarant (only with respect to those rights directly benefiting the Declarant), the Condominium Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Condominium Association's rules and regulations. Failure by Declarant, the Condominium Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Condominium Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Condominium Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Condominium Association and any Unit Owner or Occupant, other than with regard to assessments, that cannot be settled by agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board. Nothing contained herein shall prevent or prohibit the Condominium Association from using summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Condominium Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no ways affect any other provisions of the Condominium Declaration, which provisions shall remain in full force and effect.

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above written.

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 12th day of October, 2005, before me, the subscriber, a Notary Public in and for said County, personally appeared the above named The Falls at Hayden Run, Ltd., an Ohio limited liability company, by Michael J. DeAscentis II, its Manager, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and the free act and deed of him personally and as such officer.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

THOMAS ROBERT BROWNLEE, JR., Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

T.R. Brownlee
Notary Public

1088643v2

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
7.289 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument No. 5045, at the intersection of the centerline of Hayden Run Road and the line common to Virginia Military Survey Numbers 3453 and 6366 and at the southeast corner of the 1.837 acre tract conveyed to Bryce A. and Julie L. Oliver by deed of record in Official Record 11082D02;

Thence North 06° 37' 21" West, a distance of 58.89 feet, with the westerly line of said Virginia Military Survey Number 3453, to an iron pin set at the northwesterly corner of that 4.416 acre tract conveyed to Franklin County Commissioners by deed of record in Official Record 19678A01, being in the northerly right-of-way line of said Hayden Run Road;

Thence South 49° 24' 38" East, with the northerly right-of-way line of said Hayden Run Road, the northerly line of said 4.416 acre tract, a distance of 209.03 feet, to a point;

Thence North 40° 35' 22" East, across said 73.476 acre tract, a distance of 35.60 feet to the True Point of Beginning;

Thence across said 73.476 acre tract, the following courses and distances:

North 43° 18' 47" East, a distance of 20.94 feet, to a point on the arc of a curve;

With the arc of a curve to the right, having a central angle of 43° 38' 59", a radius of 837.00 feet, an arc length of 637.66 feet, and a chord bearing North 62° 24' 53" East, a chord distance of 622.35 feet, to a point;

North 84° 14' 21" East, a distance of 328.93 feet, to a point of curvature;

With the arc of a curve to the right, having a central angle of 75° 43' 25", a radius of 288.00 feet, an arc length of 380.63 feet, and a chord bearing South 53° 07' 03" East, a chord distance of 353.52 feet, to a point;

South 05° 45' 24" East, a distance of 51.84 feet, to a point;

South 84° 14' 21" West, a distance of 642.10 feet, to a point;

South 05° 45' 39" East, a distance of 224.58 feet, to a point;

South 84° 14' 21" West, a distance of 59.00 feet, to an iron pin set;

North 05° 45' 39" West, a distance of 15.77 feet, to an iron in set on the arc of a curve to the right;

with the arc of said curve, having a central angle of 27° 37' 38", a radius of 306.00 feet, an arc length of 147.55 feet, and a chord which bears North 63° 13' 27" West, a chord distance of 146.12 feet to an iron in set at a point of tangency;

North 49° 24' 39" West, a distance of 290.00 feet, to an iron pin set;

With the arc of a curve to the left, having a central angle of 08° 47' 38", a radius of 762.00 feet, an arc length of 116.95 feet, and a chord which bears South 44° 59' 10" West, a distance of 116.84 to an iron pin set at a point of tangency; and

South 40° 35' 21" West, a distance of 20.92 feet to an iron pin set;

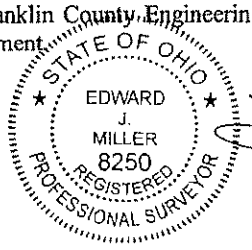
North 49° 24' 39" West, a distance of 76.00 feet, to the TRUE POINT OF BEGINNING, containing 7.289 acres, more or less.

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

This drawing is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System – South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

10/25/05

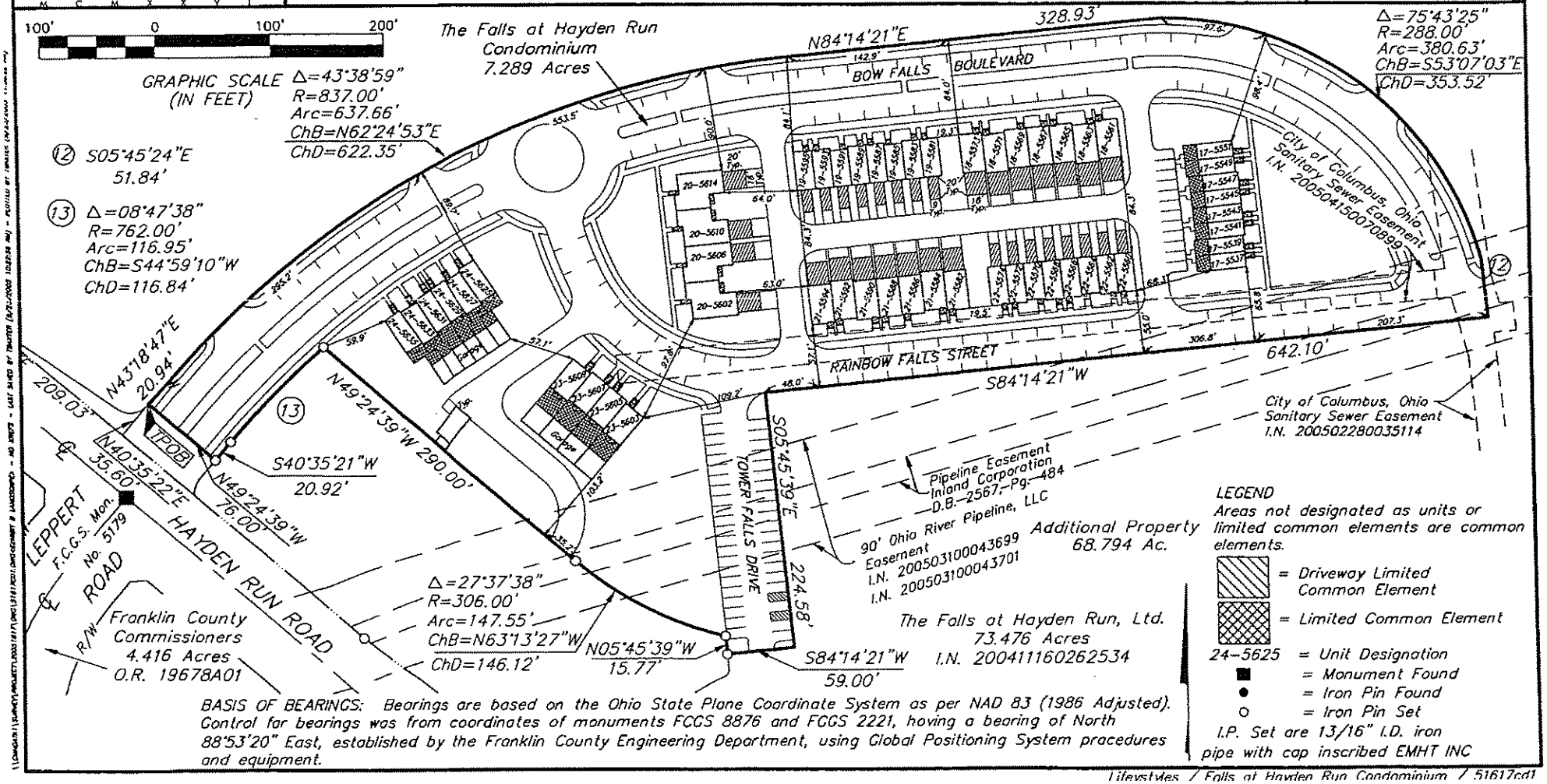
Edward J. Miller
Registered Surveyor No. 8250

JMP:JOY:sbl/August 19, 05
7_085 acres 51617.doc

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
DECLARATION OF CONDOMINIUM

Date:	September 29, 2005
Scale:	1" = 100'
Job No:	2005-1617



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EXHIBIT "C"

DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.01558
17-5539	Franklin	17	--	0.7231	0.01558
17-5541	Franklin	17	--	0.7231	0.01558
17-5543	Franklin	17	--	0.7231	0.01558
17-5545	Franklin	17	--	0.7231	0.01558
17-5547	Franklin	17	--	0.7231	0.01558
17-5549	Franklin	17	--	0.7231	0.01558
17-5551	Franklin	17	--	0.7231	0.01558
18-5561	Wellington	18	--	0.9534	0.02054
18-5563	Wellington	18	--	0.9534	0.02054
18-5565	Wellington	18	--	0.9534	0.02054
18-5567	Wellington	18	--	0.9534	0.02054
18-5569	Wellington	18	--	0.9534	0.02054
18-5571	Wellington	18	--	0.9534	0.02054
18-5573	Wellington	18	--	0.9534	0.02054
19-5581	Stansbury	19	B2	0.8218	0.01771
19-5583	Stansbury	19	B2	0.8218	0.01771
19-5585	Stansbury	19	B1	0.8218	0.01771
19-5587	Stansbury	19	B2	0.8218	0.01771
19-5589	Stansbury	19	B2	0.8218	0.01771
19-5591	Stansbury	19	B1	0.8218	0.01771
19-5593	Stansbury	19	B2	0.8218	0.01771
19-5595	Stansbury	19	B2	0.8218	0.01771
20-5602	Cromwell	20	C	1.2759	0.02749
20-5606	Cromwell	20	C	1.2759	0.02749
20-5610	Cromwell	20	C	1.2759	0.02749
20-5614	Cromwell	20	C	1.2759	0.02749
21-5582	Wellington	21	--	0.9534	0.02054
21-5584	Wellington	21	--	0.9534	0.02054
21-5586	Wellington	21	--	0.9534	0.02054
21-5588	Wellington	21	--	0.9534	0.02054
21-5590	Wellington	21	--	0.9534	0.02054
21-5592	Wellington	21	--	0.9534	0.02054
21-5594	Wellington	21	--	0.9534	0.02054

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.01771
22-5562	Stansbury	22	B2	0.8218	0.01771
22-5564	Stansbury	22	B1	0.8218	0.01771
22-5566	Stansbury	22	B2	0.8218	0.01771
22-5568	Stansbury	22	B2	0.8218	0.01771
22-5570	Stansbury	22	B1	0.8218	0.01771
22-5572	Stansbury	22	B2	0.8218	0.01771
22-5574	Stansbury	22	B2	0.8218	0.01771
23-5603	Reserve	23	D2	0.9837	0.02120
23-5605	Reserve	23	D2	0.9837	0.02120
23-5607	Reserve	23	D2	0.9837	0.02120
23-5609	Reserve	23	D2	0.9837	0.02120
24-5625	Austin	24	B	0.8482	0.01828
24-5627	Austin	24	B	0.8482	0.01828
24-5629	Austin	24	B	0.8482	0.01828
24-5631	Austin	24	B	0.8482	0.01828
24-5633	Austin	24	B	0.8482	0.01828
24-5635	Austin	24	B	0.8482	0.01828
					1.00

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Ternbury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

EXHIBIT "D"

DECLARATION OF CONDOMINIUM

THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not have exclusive use of one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, accompanying the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, accompanying the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a deck or patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a deck or patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not have exclusive use of one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, accompanying the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck or patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R
3 Bedroom Unit

The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a deck or patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a deck or patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck or patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building in connection with certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a deck or patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a deck or patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "E"

FALLS AT HAYDEN RUN CONDOMINIUM

PLOT PLAN, ENTIRE TRACT

Date: September 27, 2005
Scale: 1" = 300'
Job No: 2005-1617

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

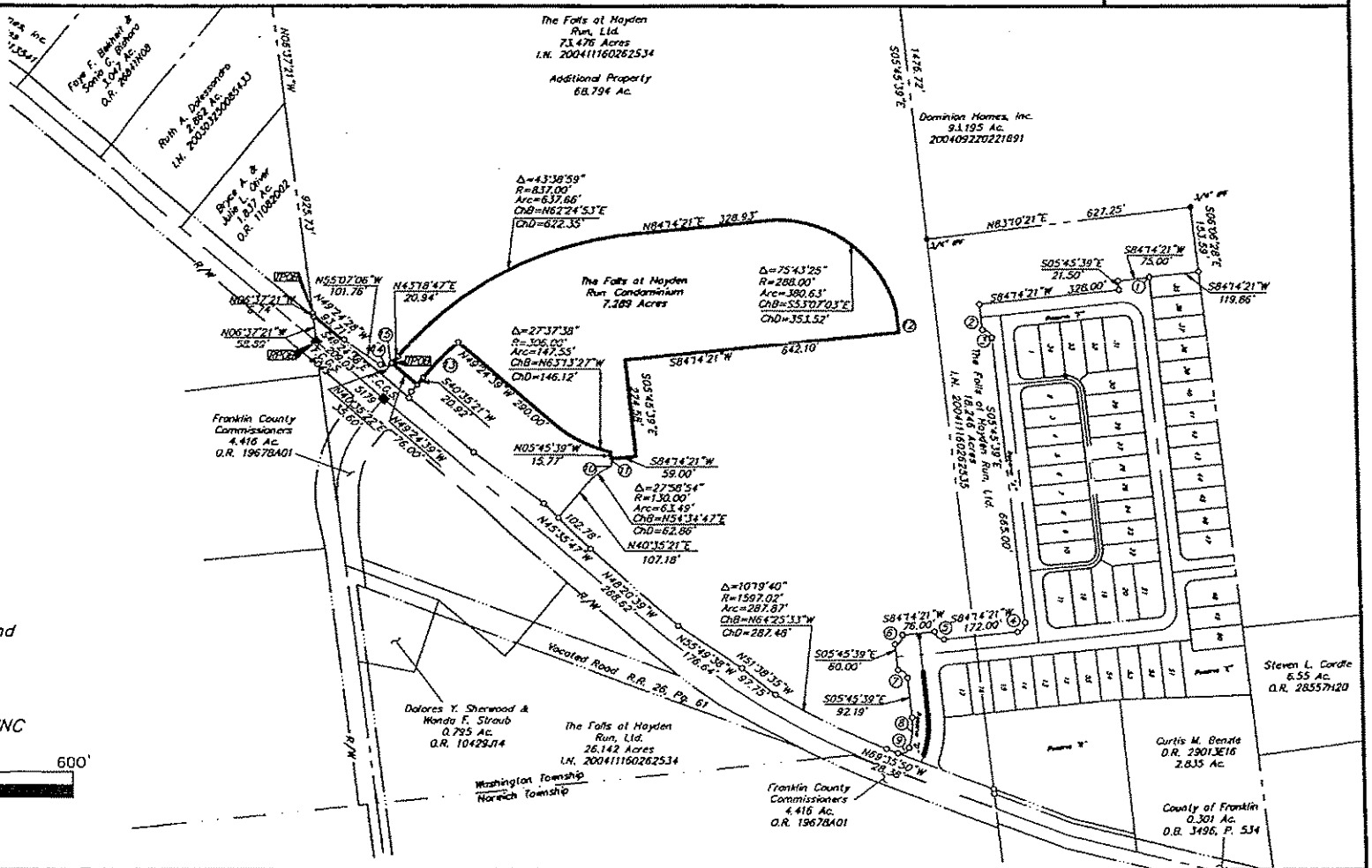
LEGEND

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)



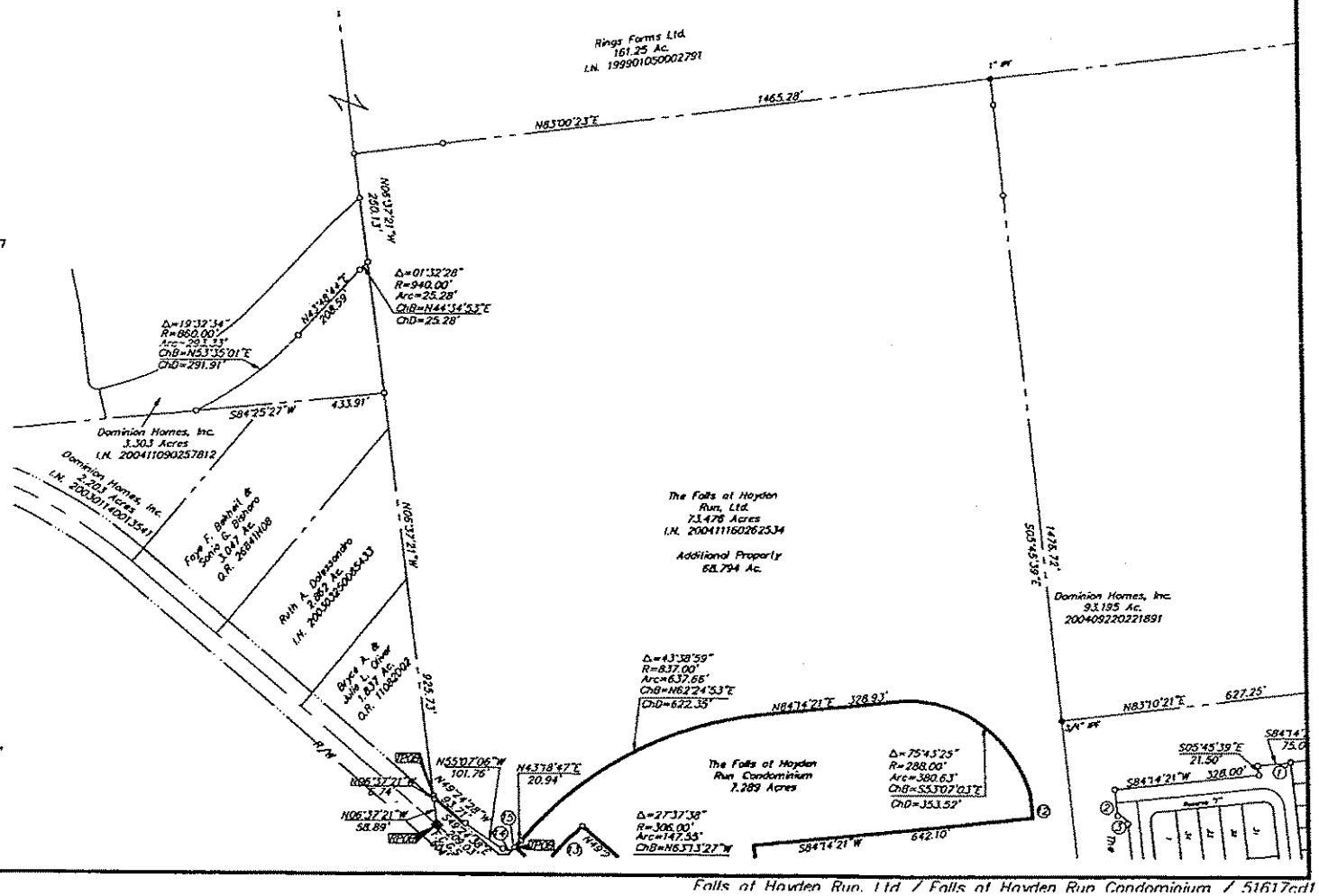
EMH&T
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5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "E"

FALLS AT HAYDEN RUN CONDOMINIUM

PLOT PLAN, ENTIRE TRACT

Date:	September 27, 2005
Scale:	1" = 300'
Job No:	2005-1617



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

Sheet 2 of 3

\\OHIOFAIL1\SURVEY\PROJECT\2005\1617\DWG\51617CD1.DWG<EXHIBIT C SHEET 2> - NO XREFS - LAST SAVED BY TRAVIS (9/9/2005 8:12:12 AM) - PLOTTED BY TRAVIS (9/9/2005 8:12:38 AM)

EMH&T
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EXHIBIT "E"

FALLS AT HAYDEN RUN CONDOMINIUM

PLOT PLAN, ENTIRE TRACT

Date: September 27, 2005
Scale: 1" = 200'
Job No: 2005-1617

① N05°45'39"W
1.71'

② S05°45'39"E
60.00'

③ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

④ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑤ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=N50°45'39"W
ChD=28.28'

⑥ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑦ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

⑧ Δ=24°58'05"
R=162.00'
Arc=70.60'
ChB=S06°43'22"W
ChD=70.04'

⑨ Δ=91°12'49"
R=20.00'
Arc=31.83'
ChB=S64°48'57"W
ChD=28.58'

⑩ Δ=74°19'53"
R=7.00'
Arc=9.08'
ChB=N31°24'18"E
ChD=8.46'

⑪ N05°45'39"W
12.51'

⑫ S05°45'24"E
51.84'

⑬ Δ=08°47'38"
R=762.00'
Arc=116.95'
ChB=S44°59'10"W
ChD=116.84'

⑭ Δ=84°17'33"
R=20.00'
Arc=29.42'
ChB=S82°44'07"W
ChD=26.84'

⑮ S40°35'21"W
0.99'

I:\CAD\DATA\SURVEY\PROJECT\2005\1617\DWG\51617CD1.DWG<EXHIBIT C LANDSCAPE> - NO XREFS - LAST SAVED BY TRAXTER (9/26/2005 3:09:32 PM) - PLOTTED BY TRAXTER (9/26/2005 3:11:34 PM)

EXHIBIT "E"
FALLS AT HAYDEN RUN CONDOMINIUM
ADDITIONAL PROPERTY

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of the 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534, and part of the 18.246 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262535 and part of that 3.303 acre tract conveyed to Dominion Homes, Inc. of record in Instrument Number 200411090257812, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument No. 5045, being in the centerline of Hayden Run Road, in the westerly line of said Virginia Military Survey No. 3453, and at the southeast corner of the 1.837 acre tract conveyed to Bryce A. and Julie L. Oliver by deed of record in Official Record 11082D02;

Thence North 06° 37' 21" West, with said westerly line, and the easterly line of said 1.837 acre tract, a distance of 65.63 feet, to an iron pin set at a northwesterly corner of that 4.416 acre tract conveyed to Franklin County Commissioners by deed of record in Official Record 19678A01 in the northerly right-of-way line of Hayden Run Road, said iron pin being the TRUE POINT OF BEGINNING;

Thence North 06° 37' 21" West, a distance of 925.73 feet, with the westerly line of said 73.476 acre tract, and the easterly lines of said 1.837 acre tract, the 2.862 acre tract conveyed to Ruth A. Dalessandro by deed of record in Instrument Number 200303250085433, the 3.047 acre tract conveyed to Faye F. Bekheit and Sonia G. Bishara by deed of record in Official Record 26841H08, to an iron pin set at the northeasterly corner of said 3.047 acre tract;

Thence South 84° 25' 27" West, with the northerly line of said 3.047 acre tract and a portion of that 2.203 acre tract conveyed to Dominion Homes, Inc. by deed of record in Instrument Number 200301140013541, a distance of 433.91 feet to an iron pin set on the arc of a curve to the left;

Thence across said 3.303 acre tract the following courses and distances:

With the arc of said curve, having a central angle of 19° 32' 34", a radius of 860.00 feet, an arc length of 293.33 feet, and a chord which bears North 53° 35' 01" East a distance of 291.91 feet to an iron in set at a point of tangency;

North 43° 48' 44" East, a distance of 208.59 feet to an iron pin set at a point of curvature of a curve to the right;

Thence continuing across said 3.303 acre tract, with the arc of said curve, having a central angle of 1° 32' 28", a radius of 940.00 feet, an arc length of 25.28 feet, and a chord which bears North 44° 34' 53" East, a distance of 25.28 feet to an iron pin set in the easterly line of said 3.303 acre tract;

Thence North 06° 37' 21" West, with said easterly line of that 3.303 acre tract and with an easterly line of the remainder of that 161.25 acre tract conveyed to Rings Farms Ltd. tract by deed of record in Instrument Number 199901050002791, a distance of 250.13 feet, to an iron pin set at a corner of said 161.25 acre tract;

Thence North 83° 00' 23" East, with a southerly line of that 161.25 acre tract, a distance of 1465.28 feet to a 1-inch iron pin found at a corner thereof;

Thence South 05° 45' 39" East, with the line common to said 73.476 acre tract and the 93.195 acre tract conveyed to Dominion Homes, Inc. by deed of record in Instrument Number 200409220221891, a distance of 1476.72 feet to a ¾-inch iron pipe found at a corner thereof;

Thence North 83° 10' 21" East, with the southerly line of said 93.195 acre tract, a distance of 627.25 feet to a ¾-inch iron pin found at a corner thereof;

Thence South 06° 06' 28" East, with the westerly line of said 93.195 acre tract, a distance of 153.59 feet to an iron pin set at the northeasterly corner of Lot 35 of proposed Falls at Hayden Run Part 2;

Thence with the perimeter of said Falls at Hayden Run Part 2 and the perimeter of proposed Falls at Hayden Run Part 1 the following courses and distances;

South 84° 14' 21" West, a distance of 119.86 feet to an iron pin set;

South 05° 45' 39" East, a distance of 1.71 feet to an iron pin set;

South 84° 14' 21" West, a distance of 75.00 feet to an iron pin set;

South 05° 45' 39" East, a distance of 21.50 feet to an iron pin set;

South 84° 14' 21" West, a distance of 328.00 feet to an iron pin set;

South 05° 45' 39" East, a distance of 60.00 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears South 50° 45' 39" East, a distance of 28.28 feet to a point;

South 05° 45' 39" East, a distance of 665.00 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears South 39° 14' 21" West, a distance of 28.28 feet to a point;

South 84° 14' 21" West, a distance of 172.00 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears North 50° 45' 39" West, a distance of 28.28 feet to an iron pin set;

South 84° 14' 21" West, a distance of 76.00 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears South 39° 14' 21" West, a distance of 28.28 feet to an iron pin set;

South 05° 45' 39" East, a distance of 60.00 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears South 50° 45' 39" East, a distance of 28.28 feet to a point;

South 05° 45' 39" East, a distance of 92.19 feet to a point;

With the arc of a curve to the right, having a central angle of 24° 58' 05", a radius of 162.00 feet, an arc length of 70.60 feet, and a chord which bears South 06° 43' 22" West, a distance of 70.04 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of 91° 12' 49", a radius of 20.00 feet, an arc length of 31.83 feet, and a chord which bears South 64° 48' 57" West, a distance of 28.58 feet to an iron pin set in the northerly line of said 4.416 acre tract;

Thence with the perimeter common to said 73.476 and 4.416 acre tracts, being said northerly right-of-way line, the following courses and distances:

North 69° 35' 50" West, a distance of 28.38 feet, to an iron pin set at a point of curvature;

With a curve to the right, having a central angle of 10° 19' 40", a radius of 1597.02 feet, an arc length of 287.87 feet, and a chord which bears North 64° 25' 33" West, a chord distance of 287.48 feet, to an iron pin set at a point of tangency;

North 51° 38' 35" West, a distance of 97.75 feet, to an iron pin set;

North 55° 49' 38" West, a distance of 176.64 feet, to an iron pin set;

North 48° 20' 39" West, a distance of 268.62 feet, to an iron pin set;

North 45° 35' 47" West, a distance of 102.78 feet, to an iron pin set;

Thence across said 73.476 acre tract, the following courses and distances:

North 40° 35' 21" East, a distance of 107.18 feet, to a point of curvature;

With a curve to the right, having a central angle of 27° 58' 54", a radius of 130.00 feet, an arc length of 63.49 feet, and a chord which bears North 54° 34' 47" East, a chord distance of 62.86 feet, to a point of reverse curvature;

With a curve to the left, having a central angle of 74° 19' 53", a radius of 7.00 feet, an arc length of 9.08 feet, and a chord which bears North 31° 24' 18" East, a chord distance of 8.46 feet, to a point of tangency;

North 05° 45' 39" West, a distance of 12.51 feet, to a point of curvature of a curve to the right;

North 84° 14' 21" East, a distance of 59.00 feet, to a point;

North 05° 45' 39" West, a distance of 224.58 feet, to a point;

North 84° 14' 21" East, a distance of 642.10 feet, to a point;

North 05° 45' 24" West, a distance of 51.84 feet, to a point;

With the arc of a curve to the right, having a central angle of 75° 43' 25", a radius of 288.00 feet, an arc length of 380.63 feet, and a chord bearing North 53° 07' 03" West, a chord distance of 353.52 feet, to a point of tangency;

South 84° 14' 21" West, a distance of 328.93 feet, to a point of curvature;

With the arc of a curve to the right, having a central angle of 43° 38' 59", a radius of 837.00 feet, an arc length of 637.66 feet, and a chord bearing South 62° 24' 53" West, a chord distance of 622.35 feet, to a point of tangency;

South 43° 18' 47" West, a distance of 20.94 feet, to an iron pin set;

South 40° 35' 21" West, a distance of 0.99 feet to an iron pin set on the arc of a curve to the right;

With the arc of said curve having a central angle of 84° 17' 33", a radius of 20.00, an arc length of 29.42 feet, and a chord which bears North 82° 44' 07" East, a distance of 26.84 feet to an iron pin set;

North 55° 07' 06" West, a distance of 101.76 feet to an iron pin set; and

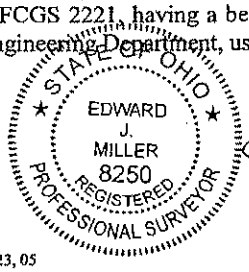
North 49° 24' 28" West, a distance of 93.71 feet to the TRUE POINT OF BEGINNING, containing 68.794 acres of land, more or less.

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

This drawing is based on an actual field survey performed in October of 2004.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings are based on the Ohio State Plane Coordinate System - South Zone NAD83 (1986 Adjustment). Control for bearings was derived from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

9/28/05

Edward J. Miller Date
Registered Surveyor No. 8250

JOY:sbt/Sept. 23, 05
68_794 ac 51617.doc

BYLAWS

(Code of Regulations)

OF

THE FALLS AT HAYDEN RUN CONDOMINIUM

ARTICLE I

NAME AND LOCATION

The name of the Association is The Falls at Hayden Run Condominium Association (the "Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the Unit Owners' association for The Falls at Hayden Run Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation, ("the Articles"), and the place of meetings of Unit Owners (members) and of the Directors of the Association shall be at such place in the county in which the Condominium Property is located as the Board of Directors (the "Board"), may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of The Falls at Hayden Run Condominium ("the Declaration"), recorded simultaneously herewith with the recorder of the county in which the Condominium Property is located.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of Unit Owners entitled to

exercise one-fourth (1/4) or more of the voting power of Unit Owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting, and in the case of special meetings called by the petition and written request of Unit Owners, the specific motion or motions (other than procedural) to be voted upon .

Section 5. Quorum: Adjournment. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Conduct of Meetings. All meetings of the members shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Section 7. Voting Rights. Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple, and, in the case of a Unit owned by more than one person, a proportionate part of a vote for ownership of an undivided fee simple interest in that Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of a member to vote with respect to his, her, or its Unit for failure to pay assessments when due, or for failure to observe other of the terms hereof, the Declaration, or rules and regulations of the Association, pursuant to rules and regulations duly adopted by the Board from time to time.

Section 8. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her or its Unit.

Section 9. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 10. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than seventy-five percent (75%) of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Initial Directors. The initial Directors shall be those three (3) persons named as the initial Directors by the Declarant, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Directors. No later than sixty (60) days after the time that Units to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and the Unit Owners other than the Declarant shall elect one (1) Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) five (5) years from the date of the establishment of the Association, and (b) sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain, the Declarant shall relinquish control of the Association to the members of the Association, and within sixty (60) days after the date in which Declarant relinquishes such control to the members of the Association, the Association shall meet and all Unit Owners, including the Declarant, shall elect six (6) Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The terms of the six (6) Directors shall be staggered so that the terms of one-third (two) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two (2) Directors whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the Unit Owners, by the vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually. For purposes of computing undivided interests pursuant to the foregoing, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units (i.e. 880) that may be in the Condominium. Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors.

Section 3. Removal. Excepting only Directors selected by Declarant, any Director may be removed from the Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Unit Owners. In the event of the death, resignation or removal of a Director other than one selected or substituted by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such

deceased, resigned or removed Director. In the event of removal of all Directors, the Unit Owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove, with or without cause, any Director selected by Declarant, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Qualification. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Unit Owner, spouse of a Unit Owner or a designated officer of an entity that is a Unit Owner, and such Unit Owner must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

Section 5. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no fewer than the number of vacancies that are to be filled.

Section 6. Election. Unless there are no more nominees than vacancies, election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 7. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such pieces and times as may be fixed from time to time by resolution of the Board. Notwithstanding the foregoing, regular meetings of the Board shall take place not less than yearly until such time as the six (6) elected Directors take control of the Association, from which time regular meetings of the Board shall take place not less than quarterly.

Section 9. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three (3) days notice to each Director.

Section 10. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by

means of communications equipment if all persons participating can hear each other and participate, shall constitute a quorum for such meeting.

Section 11. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 10 above, shall be sufficient to determine that matter.

Section 12. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

Section 13. Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management of the Condominium Property and the Association;

(b) commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board or the Condominium Property, or that involves two (2) or more Unit Owners and relates to matters affecting the Condominium Property;

(c) enter into contracts and incur liabilities relating to the operation of the Condominium Property;

(d) adopt rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification, and appearance of units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

(e) cause additional improvements to be made as part of the Common Elements;

(f) purchase, encumber, and convey Units, and, subject to the terms and conditions of the Declaration, acquire an interest in other real property and encumber or convey that interest;

(g) acquire, encumber and convey or otherwise transfer personal property;

(h) hold in the name of the Association the real property and personal property acquired pursuant to (f) and (g) above;

(i) grant easements, leases, licenses, and concessions through or over the Common Elements;

(j) impose and collect fees or other charges for the use, rental, or operation of Common Elements or for services provided to Unit Owners;

(k) impose interest and late charges for late payment of assessments; impose returned check charges; and, pursuant to the Declaration and Bylaws, impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements or other property;

(l) adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(m) impose reasonable charges for preparing, recording, or copying amendments to the Declaration, resale certificates, or statements of unpaid assessments;

(n) enter a Unit for bona fide purposes when conditions exits that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit;

(o) to the extent provided in the Declaration, assign the Association's rights to common assessments or other future income to a lender as security for a loan to the Association;

(p) suspend the voting privileges of a Unit Owner who is delinquent in the payment of assessments for more than thirty (30) days;

(q) obtain insurance coverage no less than that required pursuant to the Declaration;

(r) enforce the covenants, conditions and restrictions set forth in the Declaration;

(s) repair, maintain and improve the Common Elements;

(t) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board;

(u) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium Organizational Documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

(v) cause funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board may from time to time determine;

(w) appoint a director or directors to sit on the board of The Falls at Hayden Run Master Association from time to time; and

(x) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

Section 14. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing one-half (1/2) or more of the voting power of Unit Owners;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;

(d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(e) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;

(f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;

(g) cause the restrictions created by the Declaration to be enforced;

(h) adopt and amend budgets for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, provided that the amount set aside annually for reserves shall not be less than ten percent (10%) of the budget for that year, unless the reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association; and

(h) take all other actions required to comply with all requirements of law and the Condominium Organizational Documents.

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Director. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners and the holders, insurers and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit Owners, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium Organizational Documents and the rules and regulations governing operation of the Condominium. The Association shall not be required to permit the examination and copying of any of the following from books, records and minutes:

(a) Information pertaining to Condominium Property-related personnel matters;

(b) Communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;

(c) Information pertaining to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

(d) Information relating to the enforcement of the Declaration, Bylaws, or rules of the Association against Unit Owners; and

(e) Information, the disclosure of which, is prohibited by state or federal law.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within one hundred twenty (120) days following the end of such fiscal year, in the following circumstances:

Section 1. to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners;

Section 2. so long as the Condominium contains fewer than fifty (50) Units, to each holder, insurer, or guarantor of a first mortgage upon a Unit who requests the same, in writing, provided the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party; and

Section 3. during such time, if any, as the Condominium contains fifty (50) or more Units, to each holder, insurer or guarantor of a first mortgage on a Unit who makes written request therefor, at the expense of the Association.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall he effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Rccorder of the county in which the Condominium is located.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 12th day of October, 2005.

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, Manager

Condo Plat 200603210052559

200603210052558
Pgs: 23 $200.00 T20060020957
03/21/2006 11:19AM EXCONNOR LAND
Robert G. Montgomery
Franklin County Recorder

FIRST AMENDMENT
TO
DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
FOR
THE FALLS AT HAYDEN RUN CONDOMINIUM

This First Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 10th day of March, 2006.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio For The Falls at Hayden Run Condominium (the "Declaration") and the Drawings filed in connection therewith ("Drawings"), recorded, respectively, as Instrument 200510260225306, and Condominium Plat Book 156, at Pages 16-52, both of the records of the Recorder of Franklin County, Ohio.

B. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant, The Falls at Hayden Run, Ltd., desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

CERTIFICATE OF AUDITOR

A copy of this First Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the First Amendment to the Drawings attached thereto, was filed with this office on March 21, 2006.

By: Joseph W. Testa / Paul E. Tennyson
Auditor, Franklin County, Ohio

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 163 PAGE 70-77

TRANSFERRED

MAR 21 2006

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

1472484v2

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of 2.033 acres, more or less, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C", and hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains two (2) residential buildings containing, in the aggregate, sixteen (16) dwelling units, expanding the Condominium to contain a total of sixty-eight (68) dwelling units, each of which is called a "Unit". The residential buildings contain two story townhouse style dwelling units, each Unit with a poured concrete lower level, with J-Cote waterproofing, are of wood frame construction with brick or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall. Each Unit added has a front porch and the area between the rear of the Unit and the detached parking garage building, which area may include a concrete patio, as Limited Common Element, as shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium First Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A

listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added hereto, along with all of the other land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit, are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements for each Unit added consist of a front stoop or porch and the area between the rear of the Unit and the detached parking garage building, which area may include a concrete patio. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run

with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th day of March, 2006.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, its Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Michael J. DeAscentis II, the Manager of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 10th day of March, 2006.

_____
Notary Public

THOMAS ROBERT BROWNLEE, JR., Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

1472484v2

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
FIRST AMENDMENT
2.033 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

Beginning at the southeasterly corner of "The Falls at Hayden Run Condominium" of record in Condominium Plat Book 156, Page 16;

thence across said 73.476 acre tract the, following courses and distances:

South 05° 45' 39" East, a distance of 195.50 feet to a point;

South 84° 14' 21" West, a distance of 142.05 feet to a point;

South 05° 45' 39" East, a distance of 177.55 feet to a point;

South 84° 14' 21" West, a distance of 163.00 feet to a point; and

North 05° 45' 39" West, a distance of 373.05 feet to a point in the southerly line of said "The Falls at Hayden Run Condominium";

thence North 84° 14' 21" East, with said southerly line, a distance of 305.05 feet to the POINT OF BEGINNING, and containing 2.033 acres of land, more or less.

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

This drawing is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System – South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

2/2/06

STATE OF OHIO
EDWARD J. MILLER
8250
REGISTERED PROFESSIONAL SURVEYOR

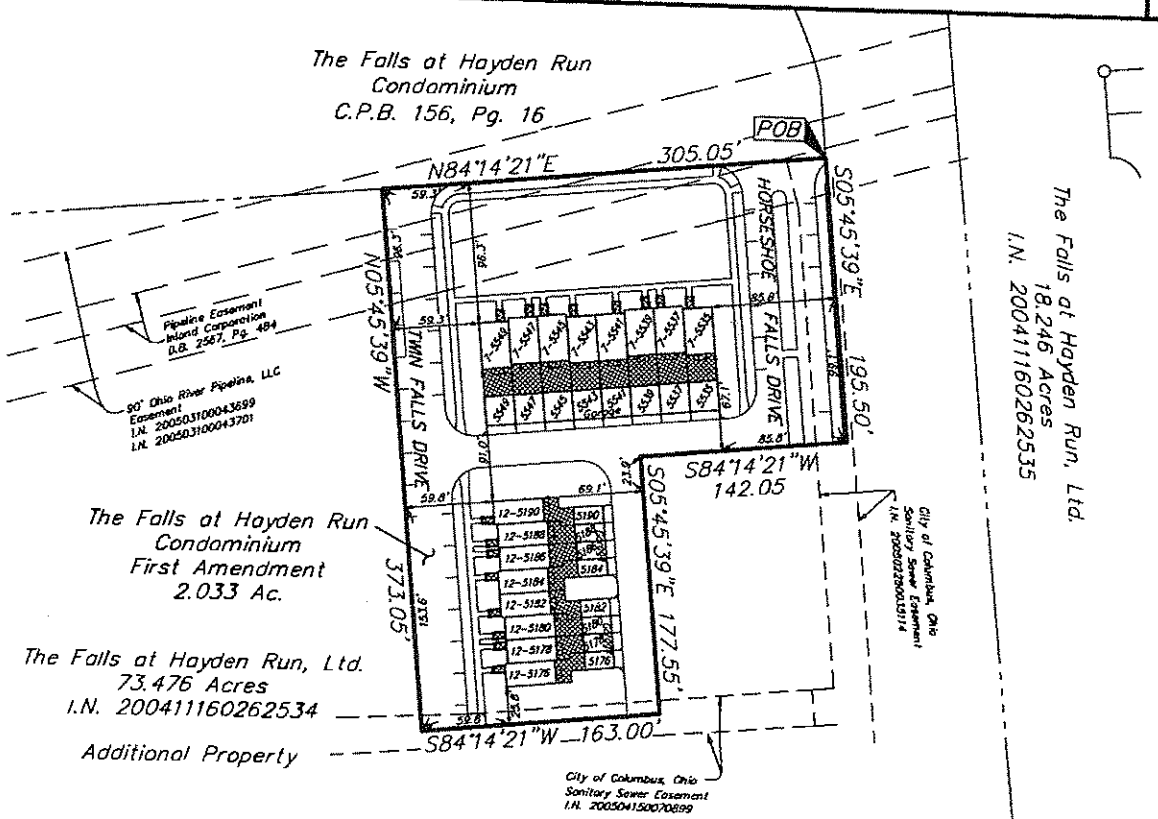
Edward J. Miller
Registered Surveyor No. 8250

EJM:th/January 25, 2006
2_033 ac 60044

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
FIRST AMENDMENT
DECLARATION OF CONDOMINIUM

Date: March 9, 2006
Scale: 1" = 100'
Job No: 2006-0044



LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element
= Limited Common Element
7-5535 = Unit Designation
= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railrood Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

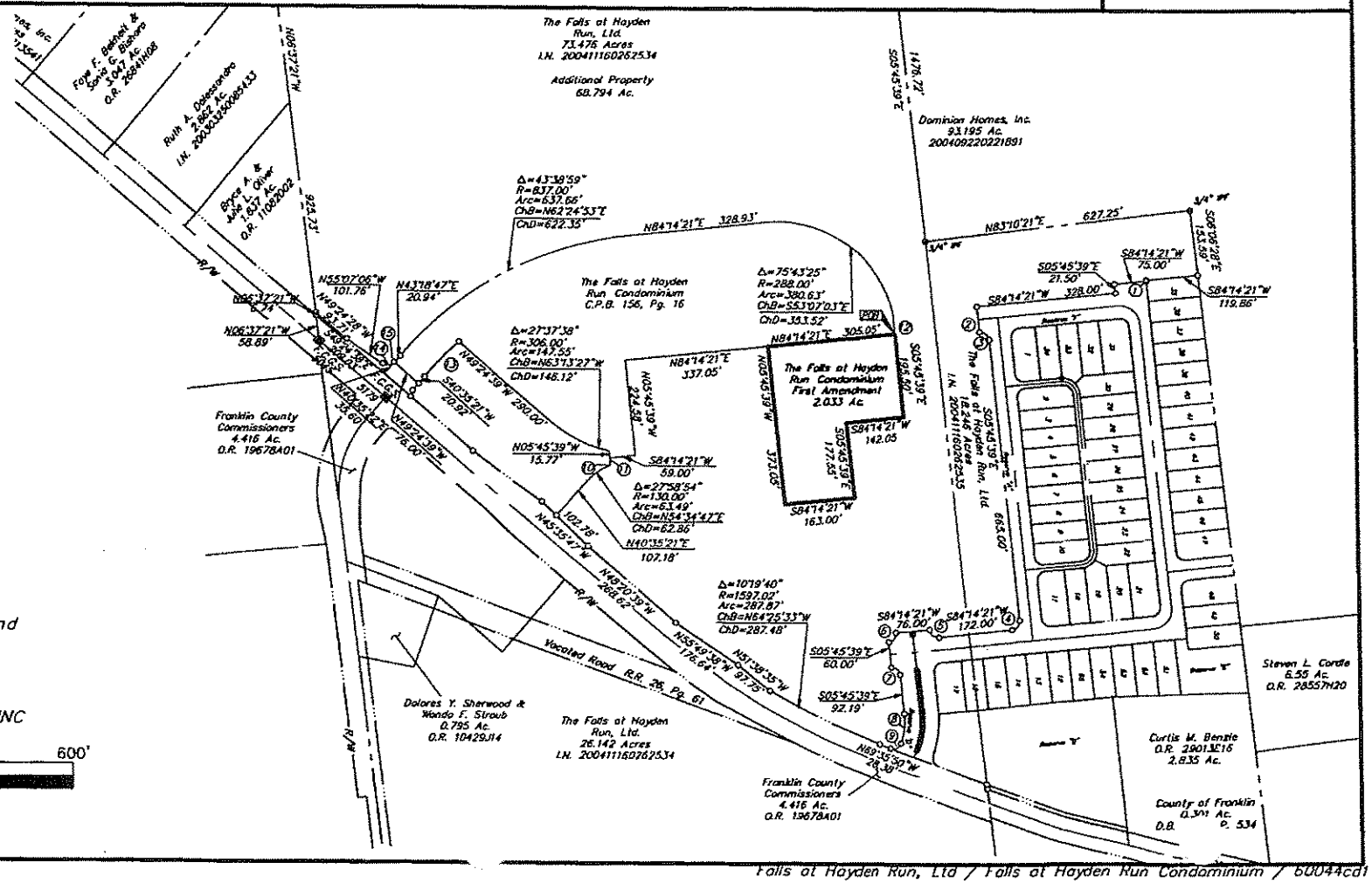
100' 0 100' 200'
GRAPHIC SCALE
(IN FEET)

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FIRST AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: February 2, 2006
Scale: 1" = 300'
Job No: 2006-0044



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- ● = Stone Found
- ■ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ● = Mag. Nail Found
- ○ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ● = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

Sheet 1 of 2

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EMH&T
Evans, Mec[illegible]kambleton & Tilton, Inc.
Engineers • S[illegible]ors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HA[illegible]EN RUN CONDOMINIUM
FIRST AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date:	[illegible]ary 2, 2006
Scale:	1" = 300'
Job No:	2006-0044

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

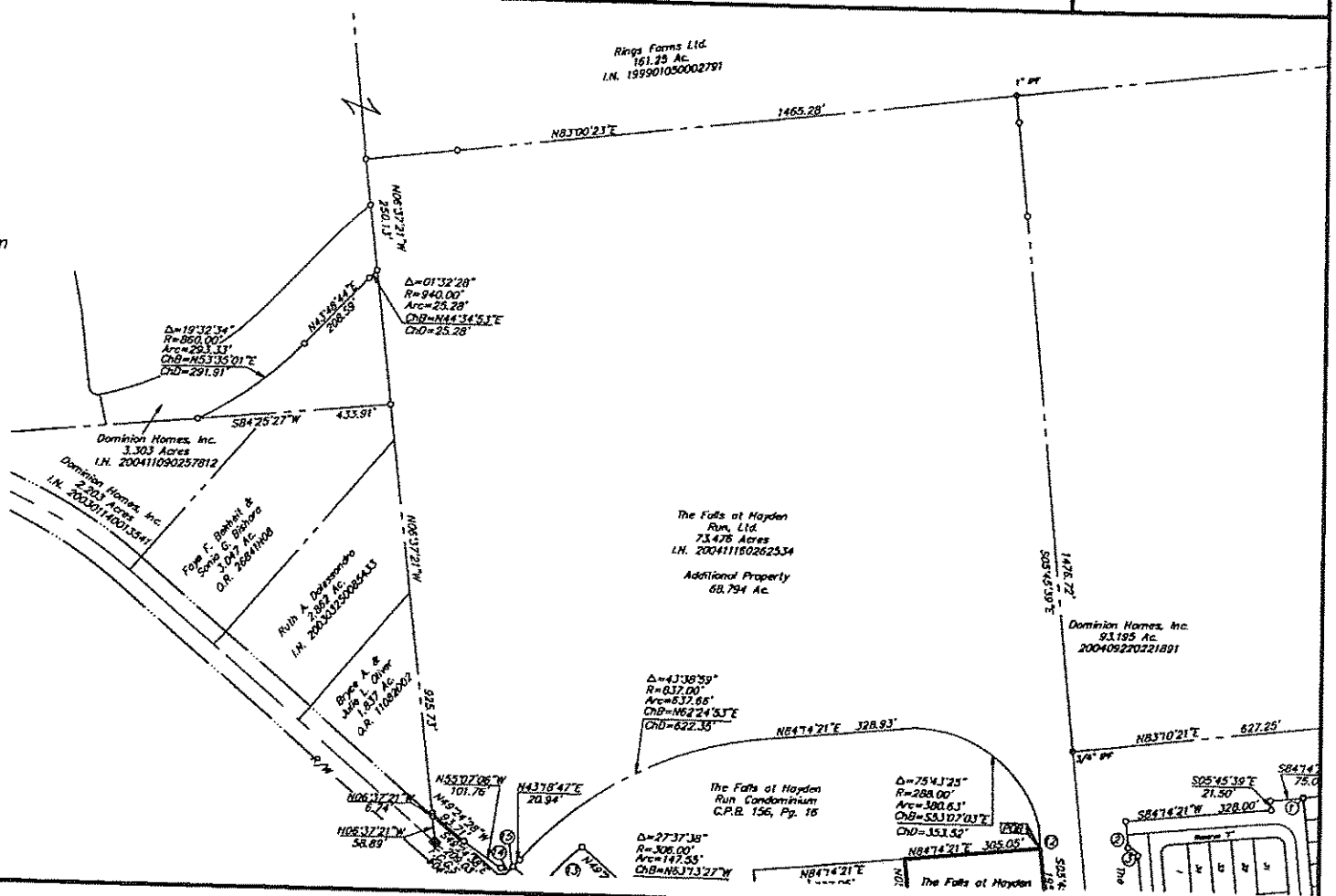
LEGEND

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)



Sheet 2 of 3

\\CINFILE1\SURVEY\PROJECTS\2006\0044\DWG\60044CD1.DWG<EXHIBIT C SHEET 2> - NO XREFS - LAST SAVED BY TRAVER [1/25/2006 9:34:48 AM] - PLOTTED BY TRAVER [1/25/2006 9:35:17 AM]

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FIRST AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date:	February 2, 2006
Scale:	1" = 200'
Job No:	2006-0044

① N05°45'39"W
1.71'

② S05°45'39"E
60.00'

③ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

④ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑤ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=N50°45'39"W
ChD=28.28'

⑥ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑦ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

⑧ Δ=24°58'05"
R=162.00'
Arc=70.60'
ChB=S06°43'22"W
ChD=70.04'

⑨ Δ=91°12'49"
R=20.00'
Arc=31.83'
ChB=S64°48'57"W
ChD=28.58'

⑩ Δ=74°19'53"
R=7.00'
Arc=9.08'
ChB=N31°24'18"E
ChD=8.46'

⑪ N05°45'39"W
12.51'

⑫ S05°45'24"E
51.84'

⑬ Δ=08°47'38"
R=762.00'
Arc=116.95'
ChB=S44°59'10"W
ChD=116.84'

⑭ Δ=84°17'33"
R=20.00'
Arc=29.42'
ChB=S82°44'07"W
ChD=26.84'

⑮ S40°35'21"W
0.99'

Sheet 3 of 3

I:\CAD\60\1\SURVEY\PROJECT\2006\0044\DWG\60044CD1.DWG<EXHIBIT C LANDSCAPE> - NO XREFS - LAST SAVED BY TBAXTER [1/25/2006 9:34:46 AM] - PLOTTED BY TBAXTER [1/25/2006 9:35:36 AM]

EXHIBIT "D"

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not have exclusive use of one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, accompanying the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, accompanying the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not have exclusive use of one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, accompanying the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building in connection with certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.01184
17-5539	Franklin	17	--	0.7231	0.01184
17-5541	Franklin	17	--	0.7231	0.01184
17-5543	Franklin	17	--	0.7231	0.01184
17-5545	Franklin	17	--	0.7231	0.01184
17-5547	Franklin	17	--	0.7231	0.01184
17-5549	Franklin	17	--	0.7231	0.01184
17-5551	Franklin	17	--	0.7231	0.01184
18-5561	Wellington	18	--	0.9534	0.01561
18-5563	Wellington	18	--	0.9534	0.01561
18-5565	Wellington	18	--	0.9534	0.01561
18-5567	Wellington	18	--	0.9534	0.01561
18-5569	Wellington	18	--	0.9534	0.01561
18-5571	Wellington	18	--	0.9534	0.01561
18-5573	Wellington	18	--	0.9534	0.01561
19-5581	Stansbury	19	B2	0.8218	0.01346
19-5583	Stansbury	19	B2	0.8218	0.01346
19-5585	Stansbury	19	B1	0.8218	0.01346
19-5587	Stansbury	19	B2	0.8218	0.01346
19-5589	Stansbury	19	B2	0.8218	0.01346
19-5591	Stansbury	19	B1	0.8218	0.01346
19-5593	Stansbury	19	B2	0.8218	0.01346
19-5595	Stansbury	19	B2	0.8218	0.01346
20-5602	Cromwell	20	C	1.2759	0.02089
20-5606	Cromwell	20	C	1.2759	0.02089
20-5610	Cromwell	20	C	1.2759	0.02089
20-5614	Cromwell	20	C	1.2759	0.02089
21-5582	Wellington	21	--	0.9534	0.01561
21-5584	Wellington	21	--	0.9534	0.01561
21-5586	Wellington	21	--	0.9534	0.01561
21-5588	Wellington	21	--	0.9534	0.01561
21-5590	Wellington	21	--	0.9534	0.01561
21-5592	Wellington	21	--	0.9534	0.01561
21-5594	Wellington	21	--	0.9534	0.01561

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.01346
22-5562	Stansbury	22	B2	0.8218	0.01346
22-5564	Stansbury	22	B1	0.8218	0.01346
22-5566	Stansbury	22	B2	0.8218	0.01346
22-5568	Stansbury	22	B2	0.8218	0.01346
22-5570	Stansbury	22	B1	0.8218	0.01346
22-5572	Stansbury	22	B2	0.8218	0.01346
22-5574	Stansbury	22	B2	0.8218	0.01346
23-5603	Reserve	23	D2	0.9837	0.01611
23-5605	Reserve	23	D2	0.9837	0.01611
23-5607	Reserve	23	D2	0.9837	0.01611
23-5609	Reserve	23	D2	0.9837	0.01611
24-5625	Austin	24	B	0.8482	0.01389
24-5627	Austin	24	B	0.8482	0.01389
24-5629	Austin	24	B	0.8482	0.01389
24-5631	Austin	24	B	0.8482	0.01389
24-5633	Austin	24	B	0.8482	0.01389
24-5635	Austin	24	B	0.8482	0.01389
7-5535	Reserve	7	D2	0.9837	0.01611
7-5537	Reserve	7	D2	0.9837	0.01611
7-5539	Reserve	7	D2	0.9837	0.01611
7-5541	Reserve	7	D2	0.9837	0.01611
7-5543	Reserve	7	D2	0.9837	0.01611
7-5545	Reserve	7	D2	0.9837	0.01611
7-5547	Reserve	7	D2	0.9837	0.01611
7-5549	Reserve	7	D2	0.9837	0.01611
12-5190	Austin	12	B	0.8482	0.01389
12-5188	Austin	12	B	0.8482	0.01389
12-5186	Austin	12	B	0.8482	0.01389
12-5184	Austin	12	B	0.8482	0.01389
12-5182	Austin	12	B	0.8482	0.01389
12-5180	Austin	12	B	0.8482	0.01389
12-5178	Austin	12	B	0.8482	0.01389
12-5176	Austin	12	B	0.8482	0.01389
					1.00

EXHIBIT "F"

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Ternbury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

Condo 200604280079856
Plat

200604280079855
Pgs: 25 $216.00 T20060031458
04/28/2006 10:07AM BXCONNOR LAND
Robert G. Montgomery
Franklin County Recorder

SECOND AMENDMENT TO DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR THE FALLS AT HAYDEN RUN CONDOMINIUM

This Second Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 24th day of April, 2006.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium (the "Declaration") and the Drawings filed in connection therewith ("Drawings"), recorded, respectively, as Instrument 200510260225306, and Condominium Plat Book 156, at Pages 16-52, both of the records of the Recorder of Franklin County, Ohio.

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 ("First Amendment") and Drawings filed in connection therewith ("First Drawings"), recorded, respectively, as Instrument Number 200603210052558, and Condominium Plat Book No. 163, at Pages 70-77, both of the records of the Recorder of Franklin County, Ohio.

C. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant, The Falls at Hayden Run, Ltd., desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

CERTIFICATE OF AUDITOR

A copy of this Second Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Second Amendment to the Drawings attached thereto, was filed with this office on April 28, 2006.

By: Joseph W. Testa, Auditor, Franklin County, Ohio

TRANSFERRED

APR 28 2006

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 165 PAGE 96-113

1505629v3

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of 2.066 acres, more or less, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C", and hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains three (3) residential buildings containing, in the aggregate, seventeen (17) dwelling units, expanding the Condominium to contain a total of eighty-five (85) dwelling units, each of which is called a "Unit". The residential buildings contain two story townhouse style dwelling units, each Unit with a poured concrete lower level, with J-Cote waterproofing, are of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall. Each Unit added has a front porch, certain Units added have the area between the rear of the Unit and the detached parking garage building, which area may include a concrete patio, and certain Units added have a rear yard concrete patio, which may or may not have a privacy fence, and two (2) parking spaces immediately outside the attached garage door opening, as Limited Common Element, as shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium

Second Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added hereto, along with all of the other land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit, are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements consist of a front stoop or porch for each Unit added, the area between the rear of the Unit and the detached parking garage building (which area may include a concrete patio) for certain Units added, and a rear yard concrete patio, which may or may not have a privacy fence, and two (2) parking spaces immediately outside the attached garage door opening for certain Units added. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration adding the additional property to the Condominium Property:

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

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

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 24th day of April, 2006.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, its Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Michael J. DeAscentis II, the Manager of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 24th day of April, 2006.

T.R. Brown
Notary Public

THOMAS ROBERT BROWNLEE, JR., Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
SECOND AMENDMENT
2.066 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract and part of a 18.246 acre tract conveyed to The Falls at Hayden Run, Ltd. by deeds of record in Instrument Number 200411160262534 and Instrument Number 200411160262535 respectively (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at a southeasterly corner of "The Falls at Hayden Run Condominium First Amendment" of record in Condominium Plat Book 163, Page 70;

thence North 05° 45' 39" West, with an easterly line of said "The Falls at Hayden Run Condominium First Amendment", a distance of 177.55 feet to corner thereof;

thence North 84° 14' 21" East, with a southerly line of said "The Falls at Hayden Run Condominium First Amendment", a distance of 142.05 feet to a corner thereof;

thence across said 73.476 and 18.246 acre tracts, the following courses and distances:

South 05° 45° 39" East, a distance of 97.08 feet to a point;

North 84° 14' 21" East, a distance of 98.95 feet to a point;

North 05° 45' 39" West, a distance of 149.08 feet to a point; and

South 84° 14' 21" West, a distance of 98.95 feet to a point in the easterly line of said "The Falls at Hayden Run Condominium First Amendment";

thence North 05° 45' 39" West, partly with said easterly line, a distance of 143.50 feet to a corner thereof, being a southeasterly corner of "The Falls at Hayden Run Condominium" of record in Condominium Plat Book 156, Page 16;

thence North 05° 45' 24" West, with an easterly line of said "The Falls at Hayden Run Condominium", a distance of 46.00 feet to a point;

thence North 84° 14' 21" East, across said 73.476 and 18.246 acre tracts, a distance of 195.94 feet to an iron pin set in a northwesterly corner of that subdivision entitled "Falls at Hayden Run Part 1" of record in Plat Book 107, Page 96;

thence with the westerly perimeter of said "Falls at Hayden Run Part 1", the following courses and distances:

South 05° 45' 39" East, a distance of 60.00 feet to an iron pin set at a point with the arc of a curve to the right;

with the arc of said curve, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, a chord which bears South 50° 45' 39" East, a chord distance of 28.28 feet to an iron pin set at a point of tangency; and

South 05° 45' 39" East, a distance of 109.50 feet to an iron pin set;

thence across said 73.476 and 18.246 acre tracts, the following courses and distances:

South 84° 14' 21" West, a distance of 95.00 feet to a point;

South 05° 45' 39" East, a distance of 296.92 feet to a point;

South 84° 14' 21" West, a distance of 180.00 feet to a point;

North 05° 45' 39" West, a distance of 67.37 feet to a point;

thence South 84° 14' 21" West, with said southerly line, a distance of 83.00 feet to the POINT OF BEGINNING, and containing 2.066 acres of land, more or less, being 1.391 acres out of Auditor's Parcel Number 485-273439 and 0.675 acre out of Auditor's Parcel Number 485-267763.

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

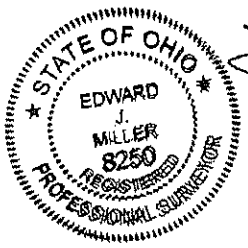
EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
SECOND AMENDMENT
2.066 ACRES
-2-

This drawing is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System – South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/March 29, 2006
2_066 ac 60651

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
SECOND AMENDMENT
DECLARATION OF CONDOMINIUM

Date:	April 10, 2006
Scale:	1" = 100'
Job No:	2006-0651

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element
= Limited Common Element
5A-5170 = Unit Designation
= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

100' 0 100' 200'
GRAPHIC SCALE (IN FEET)

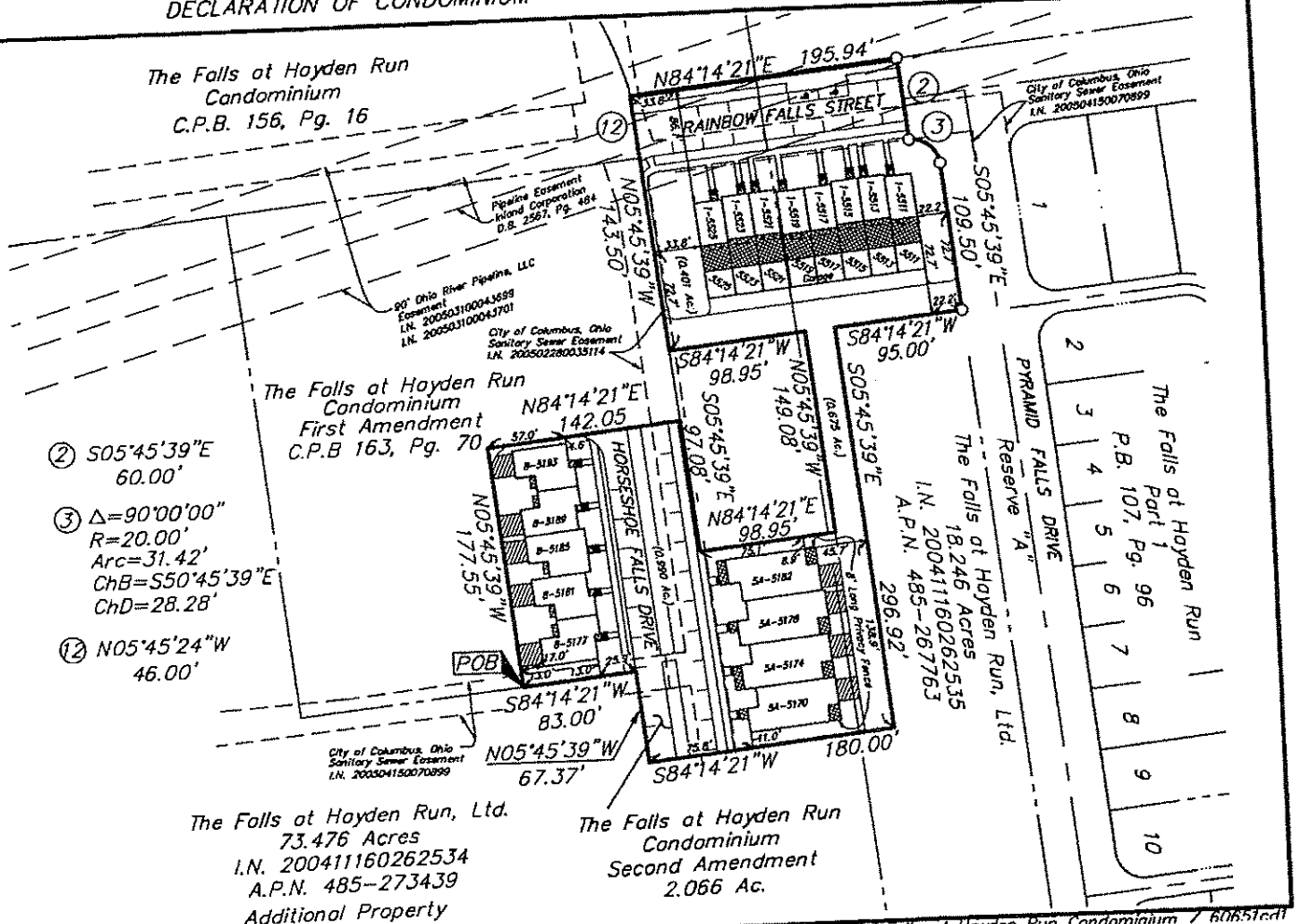
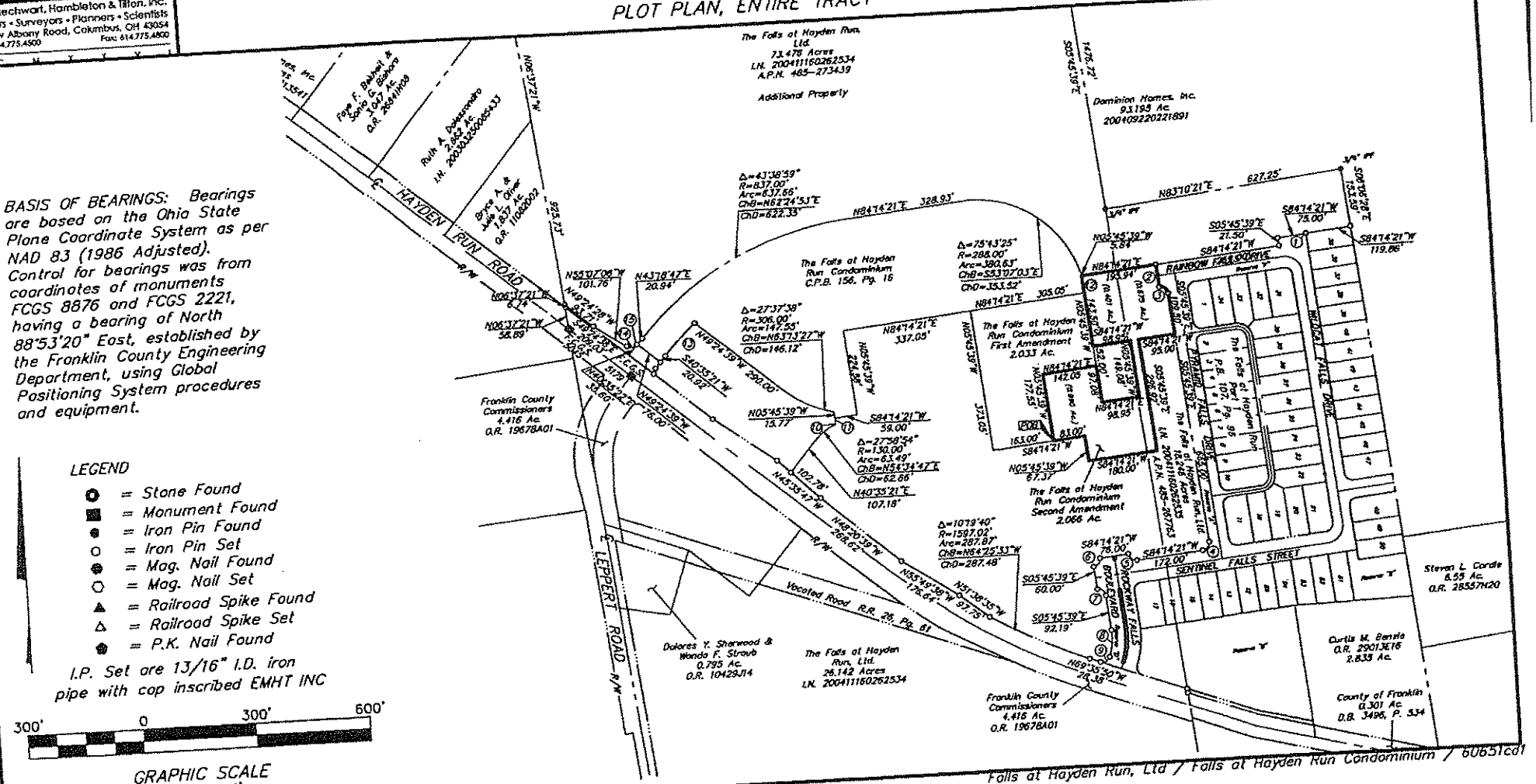


EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SECOND AMENDMENT
PLOT PLAN, ENTIRE TRACT

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

Date: April 1 '6
Scale: 1" = 300'
Job No: 2006-0651



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

Sheet 1 of 3

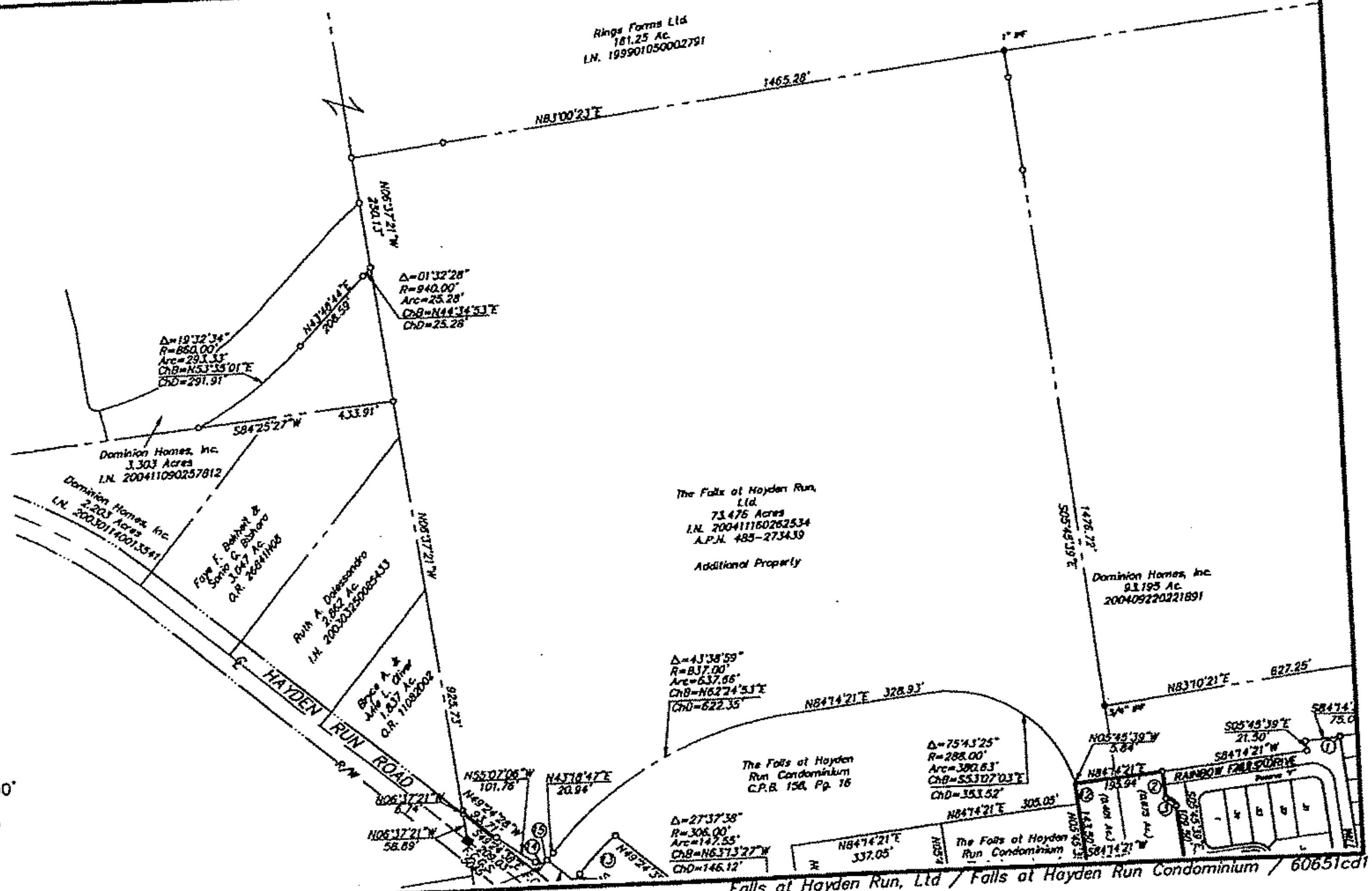
Falls at Hayden Run, Ltd / Falls at Hayden Run Condominium / 60651cd1

I:\DRAWINGS\SURVEY\PROJECT\2006\0651\DWG\60651CD1.DWG-EXHIBIT C SHEET 1 - NO XREFS - LAST SAVED BY TBAXTER [4/3/2006 7:26:41 AM] - PLOTTED BY TBAXTER [4/3/2006 7:27:

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SECOND AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date:	April 10, 2006
Scale:	1" = 300'
Job No:	2006-0651



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- ⭘ = Stone Found
- ■ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ⬢ = Mag. Nail Found
- ⬡ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ⬟ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SECOND AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: April 26
Scale: 1" = 200'
Job No: 2006-0651

① N05°45'39"W 1.71'

② S05°45'39"E 60.00'

③ Δ=90°00'00" R=20.00' Arc=31.42' ChB=S50°45'39"E ChD=28.28'

④ Δ=90°00'00" R=20.00' Arc=31.42' ChB=S39°14'21"W ChD=28.28'

⑤ Δ=90°00'00" R=20.00' Arc=31.42' ChB=N50°45'39"W ChD=28.28'

⑥ Δ=90°00'00" R=20.00' Arc=31.42' ChB=S39°14'21"W ChD=28.28'

⑦ Δ=90°00'00" R=20.00' Arc=31.42' ChB=S50°45'39"E ChD=28.28'

⑧ Δ=24°58'05" R=162.00' Arc=70.60' ChB=S06°43'22"W ChO=70.04'

⑨ Δ=91°12'49" R=20.00' Arc=31.83' ChB=S64°48'57"W ChO=28.58'

⑩ Δ=74°19'53" R=7.00' Arc=9.08' ChB=N31°24'18"E ChO=8.46'

⑪ N05°45'39"W 12.51'

⑫ N05°45'39"W 46.00'

⑬ Δ=08°47'38" R=762.00' Arc=116.95' ChB=S44°59'10"W ChD=116.84'

⑭ Δ=84°17'33" R=20.00' Arc=29.42' ChB=S82°44'07"W ChD=26.84'

⑮ S40°35'21"W 0.99'

\\CLMHA1\SURVEY\PROJECT\2006\0651\DWG\60651CD1.DWG<EXHIBIT C LANDSCAPE> - NO XREFS - LAST SAVED BY TRAUTER (1/31/2006 8:38:09 AM) - PLOTTED BY TRAUTER (1/31/2006 8:38:09 AM)

EXHIBIT "D"

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00897
17-5539	Franklin	17	--	0.7231	0.00897
17-5541	Franklin	17	--	0.7231	0.00897
17-5543	Franklin	17	--	0.7231	0.00897
17-5545	Franklin	17	--	0.7231	0.00897
17-5547	Franklin	17	--	0.7231	0.00897
17-5549	Franklin	17	--	0.7231	0.00897
17-5551					
18-5561	Wellington	18	--	0.9534	0.01182
18-5563	Wellington	18	--	0.9534	0.01182
18-5565	Wellington	18	--	0.9534	0.01182
18-5567	Wellington	18	--	0.9534	0.01182
18-5569	Wellington	18	--	0.9534	0.01182
18-5571	Wellington	18	--	0.9534	0.01182
18-5573	Wellington	18	--	0.9534	0.01182
19-5581	Stansbury	19	B2	0.8218	0.01019
19-5583	Stansbury	19	B2	0.8218	0.01019
19-5585	Stansbury	19	B1	0.8218	0.01019
19-5587	Stansbury	19	B2	0.8218	0.01019
19-5589	Stansbury	19	B2	0.8218	0.01019
19-5591	Stansbury	19	B1	0.8218	0.01019
19-5593	Stansbury	19	B2	0.8218	0.01019
19-5595	Stansbury	19	B2	0.8218	0.01019
20-5602	Cromwell	20	C	1.2759	0.01582
20-5606	Cromwell	20	C	1.2759	0.01582
20-5610	Cromwell	20	C	1.2759	0.01582
20-5614	Cromwell	20	C	1.2759	0.01582
21-5582	Wellington	21	--	0.9534	0.01182
21-5584	Wellington	21	--	0.9534	0.01182
21-5586	Wellington	21	--	0.9534	0.01182
21-5588	Wellington	21	--	0.9534	0.01182
21-5590	Wellington	21	--	0.9534	0.01182
21-5592	Wellington	21	--	0.9534	0.01182
21-5594	Wellington	21	--	0.9534	0.01182

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.01019
22-5562	Stansbury	22	B2	0.8218	0.01019
22-5564	Stansbury	22	B1	0.8218	0.01019
22-5566	Stansbury	22	B2	0.8218	0.01019
22-5568	Stansbury	22	B2	0.8218	0.01019
22-5570	Stansbury	22	B1	0.8218	0.01019
22-5572	Stansbury	22	B2	0.8218	0.01019
22-5574	Stansbury	22	B2	0.8218	0.01019
23-5603	Reserve	23	D2	0.9837	0.01220
23-5605	Reserve	23	D2	0.9837	0.01220
23-5607	Reserve	23	D2	0.9837	0.01220
23-5609	Reserve	23	D2	0.9837	0.01220
24-5625	Austin	24	B	0.8482	0.01052
24-5627	Austin	24	B	0.8482	0.01052
24-5629	Austin	24	B	0.8482	0.01052
24-5631	Austin	24	B	0.8482	0.01052
24-5633	Austin	24	B	0.8482	0.01052
24-5635	Austin	24	B	0.8482	0.01052
7-5535	Reserve	7	D2	0.9837	0.01220
7-5537	Reserve	7	D2	0.9837	0.01220
7-5539	Reserve	7	D2	0.9837	0.01220
7-5541	Reserve	7	D2	0.9837	0.01220
7-5543	Reserve	7	D2	0.9837	0.01220
7-5545	Reserve	7	D2	0.9837	0.01220
7-5547	Reserve	7	D2	0.9837	0.01220
7-5549	Reserve	7	D2	0.9837	0.01220
12-5190	Austin	12	B	0.8482	0.01052
12-5188	Austin	12	B	0.8482	0.01052
12-5186	Austin	12	B	0.8482	0.01052
12-5184	Austin	12	B	0.8482	0.01052
12-5182	Austin	12	B	0.8482	0.01052
12-5180	Austin	12	B	0.8482	0.01052
12-5178	Austin	12	B	0.8482	0.01052
12-5176	Austin	12	B	0.8482	0.01052
5A-5182	Ternbury	5A	R	1.3153	0.01631
5A-5178	Ternbury	5A	R	1.3153	0.01631
5A-5174	Ternbury	5A	R	1.3153	0.01631
5A-5170	Ternbury	5A	R	1.3153	0.01631

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.01220
1-5513	Reserve	1	D2	0.9837	0.01220
1-5515	Reserve	1	D2	0.9837	0.01220
1-5517	Reserve	1	D2	0.9837	0.01220
1-5519	Reserve	1	D2	0.9837	0.01220
1-5521	Reserve	1	D2	0.9837	0.01220
1-5523	Reserve	1	D2	0.9837	0.01220
1-5525	Reserve				
8-5177	Cromwell	8	C	1.2759	0.01582
8-5181	Cromwell	8	C	1.2759	0.01582
8-5185	Cromwell	8	C+	1.3285	0.01648
8-5189	Cromwell	8	C	1.2759	0.01582
8-5193	Cromwell	8	C	1.2759	0.01582
					1.00

EXHIBIT "F"

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Ternbury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

Condo Plat

200606060108416

200606060108892
Pgs: 28 $240.00 T20060041312
06/06/2006 9:42AM BXCONNOR LAND
Robert G. Montgomery
Franklin County Recorder

THIRD AMENDMENT TO DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR THE FALLS AT HAYDEN RUN CONDOMINIUM

This Third Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 26th day of May, 2006.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium (the "Declaration") and the Drawings filed in connection therewith ("Drawings"), recorded, respectively, as Instrument 200510260225306, and Condominium Plat Book 156, at Pages 16-52, both of the records of the Recorder of Franklin County, Ohio.

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 ("First Amendment") and Drawings filed in connection therewith ("First Drawings"), recorded, respectively, as Instrument Number 200603210052558, and Condominium Plat Book No. 163, at Pages 70-77, both of the records of the Recorder of Franklin County, Ohio.

C. The Declaration was amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Recorder of Franklin County, Ohio ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book No. 165, at Pages 96-113, of the records of the Recorder of Franklin County, Ohio ("Second Drawings").

CERTIFICATE OF AUDITOR

A copy of this Third Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Third Amendment to the Drawings attached thereto, was filed with this office on June 6, 2006.

By: Joseph W. Testa / Robert G. Montgomery
Auditor, Franklin County, Ohio

TRANSFERRED

JUN 06 2006

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 168 PAGE 28-53

1556050v3

D. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant, The Falls at Hayden Run, Ltd., desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of 5.753 acres, more or less, comprised of one approximately 5.414 acre tract and one approximately 0.339 acre tract, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C", and hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains six (6) residential buildings containing, in the aggregate, forty-two (42) dwelling units, expanding the Condominium to contain a total of one hundred twenty seven (127) dwelling units, each of which is called a "Unit". The residential buildings contain two and three story townhouse style dwelling units, each Unit with a poured concrete lower level, with J-Cote waterproofing, are of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall. Each Unit added has a front stoop or porch, certain Units added have the area between the rear of the Unit and the detached parking garage building, which area may include a concrete patio, certain Units added have a rear porch/stoop area and a fenced in rear area, if any, certain Units added have a rear porch/stoop area, a rear deck area, if any, and two (2) parking spaces immediately outside the garage door opening, certain Units added have a rear porch/stoop area, a fenced in rear area, if any, and one (1) parking space immediately outside the garage door opening, certain Units added have a rear patio area, if constructed and one (1) parking space immediately outside the garage door opening, and certain Units added have a rear yard concrete patio, which may or may not have a privacy fence, and two (2) parking spaces immediately

outside the attached garage door opening, as Limited Common Element, as shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Third Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exhibit D", and hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings and Second Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added hereto, along with all of the other land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit, are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements consist of a front stoop or porch for each Unit added, the area between the rear of the Unit and the detached parking garage building (which area may include a concrete patio) for certain Units added, a rear porch/stoop area and a fenced in rear area, if any, for certain Units added, a rear porch/stoop area, a fenced in rear area, if any, and one (1) parking space immediately outside the garage door opening for certain Units added, a rear porch/stoop area, a rear deck area, if any, and two (2) parking spaces immediately outside the garage door opening

for certain Units added, a rear patio area, if constructed and one (1) parking space immediately outside the garage door opening for certain Units added, and a rear yard concrete patio, which may or may not have a privacy fence, and two (2) parking spaces immediately outside the attached garage door opening for certain Units added. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration adding the additional property to the Condominium Property:

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

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

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 26 day of May, 2006.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, its Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Michael J. DeAscentis II, the Manager of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 26 day of May, 2006.

_____
Notary Public

THOMAS ROBERT BROWNLEE, JR., Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
PART 1
5.414 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument No. 5045, at the intersection of the centerline of Hayden Run Road and the line common to Virginia Military Survey Numbers 3453 and 6366 and at the southeast corner of the 1.837 acre tract conveyed to Bryce A. and Julie L. Oliver by deed of record in Official Record 11082D02;

thence North 06° 37' 21" West, a distance of 58.89 feet, with the westerly line of said Virginia Military Survey Number 3453, to an iron pin set at the northwesterly corner of that 4.416 acre tract conveyed to Franklin County Commissioners by deed of record in Official Record 19678A01, being in the northerly right-of-way line of said Hayden Run Road;

thence South 49° 24' 38" East, with the northerly right-of-way line of said Hayden Run Road, the northerly line of said 4.416 acre tract, a distance of 484.07 feet, to an iron pin set;

thence South 53° 41' 59" East, continuing with said northerly right-of-way line, a distance of 200.56 feet to an iron pin set;

thence South 45° 35' 47" East, with said northerly right-of-way line, a distance of 47.55 feet to an iron pin set at the TRUE POINT OF BEGINNING;

thence with the easterly perimeter of that 1.773 acre tract as conveyed to Huntington Towers Associates, LLC by deed of record in Instrument Number 200602020020916, the following courses and distances:

North 40° 35' 21" East, a distance of 107.18 feet to a point of curvature of a curve to the right;

with the arc of said curve, having a central angle of 27° 58' 54", a radius of 130.00 feet, an arc length of 63.49 feet, a chord which bears North 54° 34' 47" East, a chord distance of 62.86 feet to a point of reverse curvature;

with the arc of said curve, having a central angle of 74° 19' 53", a radius of 7.00 feet, an arc length of 9.08 feet, a chord which bears North 31° 24' 18" East, a chord distance of 8.46 feet to a point of tangency;

North 05° 45' 39" West, a distance of 12.51 feet to an iron pin set at a southwesterly corner of "The Falls at Hayden Run Condominium" of record in Condominium Plat Book 156, Page 16;

thence North 84° 14' 21" East, with the southerly line of said "The Falls at Hayden Run Condominium", a distance of 59.00 feet to a corner thereof;

thence South 05° 45' 39" East, across said 73.476 acre tract, a distance of 28.42 feet to a point;

thence North 84° 14' 21" East, across said 73.476 acre tract, a distance of 337.05 feet to a point in the westerly line of said "The Falls at Hayden Run Condominium First Amendment" of record in Condominium Plat Book 163, Page 70'

thence South 05° 45' 39" East, with said westerly line, a distance of 120.05 feet to a corner thereof;

thence North 84° 14' 21" East, with the southerly line of said "The Falls at Hayden Run Condominium First Amendment", a distance of 163.00 feet to a point;

thence across said 73.476 acre tract, the following courses and distances:

South 05° 45' 39" East, a distance of 238.45 feet to a point;

South 84° 14' 21" West, a distance of 163.00 feet to a point;

South 05° 45' 39" East, a distance of 251.14 feet to an iron pin set on the arc of a curve to the right, being in the northerly right-of-way line of said Hayden Run Road, the northerly line of said 4.416 acre tract;

thence with the northerly right-of-way line of Hayden Run Road, the northerly right-of-way line of said 4.416 acre tract, the following courses and distances:

with the arc of said curve, having a central angle of 03° 29' 55", a radius of 1597.02 feet, an arc length of 97.52 feet, a chord which bears North 61° 00' 41" West, a chord distance of 97.50 feet to an iron pin set at a point of tangency;

North 51° 38' 35" West, a distance of 97.75 feet to an iron pin set;

North 55° 49' 38" West, a distance of 176.64 feet to an iron pin set;

North 48° 20' 39" West, a distance of 268.62 feet to an iron pin set; and

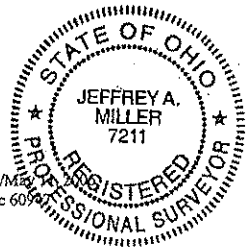
North 45° 35' 47" West, a distance of 102.78 feet to the TRUE POINT OF BEGINNING, and containing 5.414 acre of land, more or less.

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

This drawing is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System – South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



JAM: tb/May 2006
5_414 ac 609

EVANS, MECHWART, HAMBLETON & TILTON, INC.

5-30-06

Jeffrey A. Miller
Registered Surveyor No. 7211

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
PART 2
0.339 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of that 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 and that 18.246 acre tract as conveyed to The Falls at Hayden Run, Ltd., by deed of record in Instrument Number 200411160262535 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at a northeasterly corner of "The Falls at Hayden Run Condominium Second Amendment" of record in Condominium Plat Book 165, Page 96, a southeasterly corner of "The Falls at Hayden Run Condominium First Amendment" of record in Condominium Plat Book 163, Page 70;

thence North 05° 45' 39" West, with the easterly line of said "The Falls at Hayden Run Condominium First Amendment", a distance of 52.00 feet to a southwesterly corner of said "The Falls at Hayden Run Condominium Second Amendment";

thence with the northerly perimeter of said "The Falls at Hayden Run Condominiums Second Amendment", the following courses and distances:

North 84° 14' 21" East, a distance of 98.95 feet to a corner thereof;

South 05° 45' 39" East, a distance of 149.08 feet to a corner thereof;

South 84° 14' 21" West, a distance of 98.95 feet to a corner thereof; and

North 05° 45' 39" West, a distance of 97.08 feet to the POINT OF BEGINNING, and containing 0.339 acre of land more or less, 0.320 acre being out of Auditors Parcel Number 485-273439 and 0.019 acre being out of Auditors Parcel Number 485267763.

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

This drawing is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System – South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



5.30.06

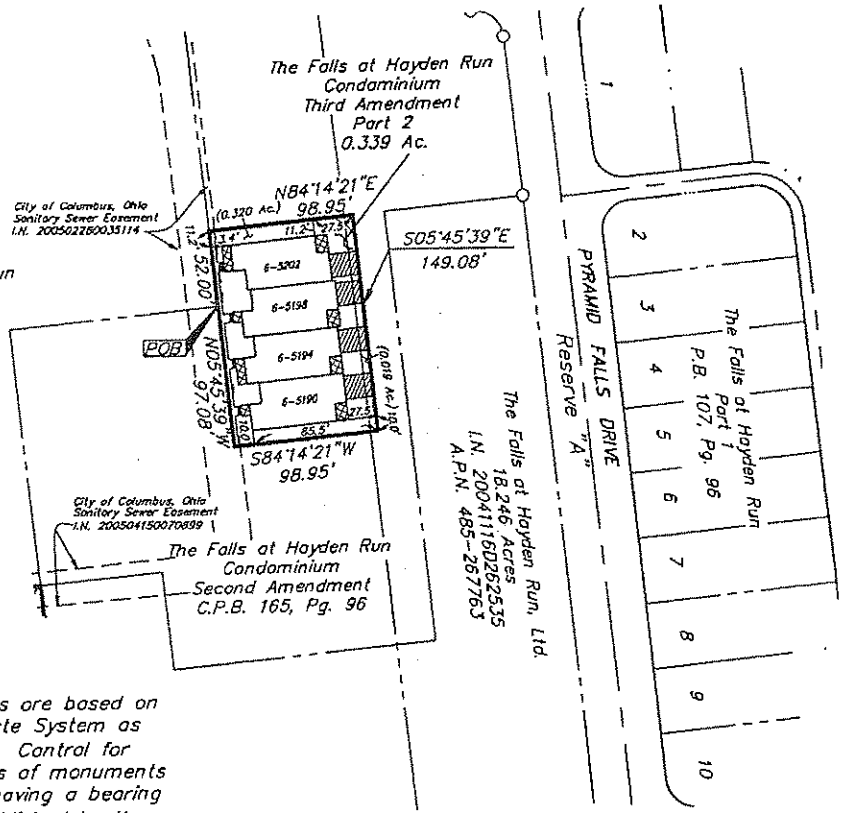
Jeffrey A. Miller
Registered Surveyor No. 7211

JAM: tb/May 11, 2006
0_339 ac 60947

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
THIRD AMENDMENT
DECLARATION OF CONDOMINIUM

Date: May, 06
Scale: 1" = 100'
Job No: 2006-0947



LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

= Limited Common Element

11-5154 = Unit Designation

= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

100' 0 100' 200'

GRAPHIC SCALE (IN FEET)

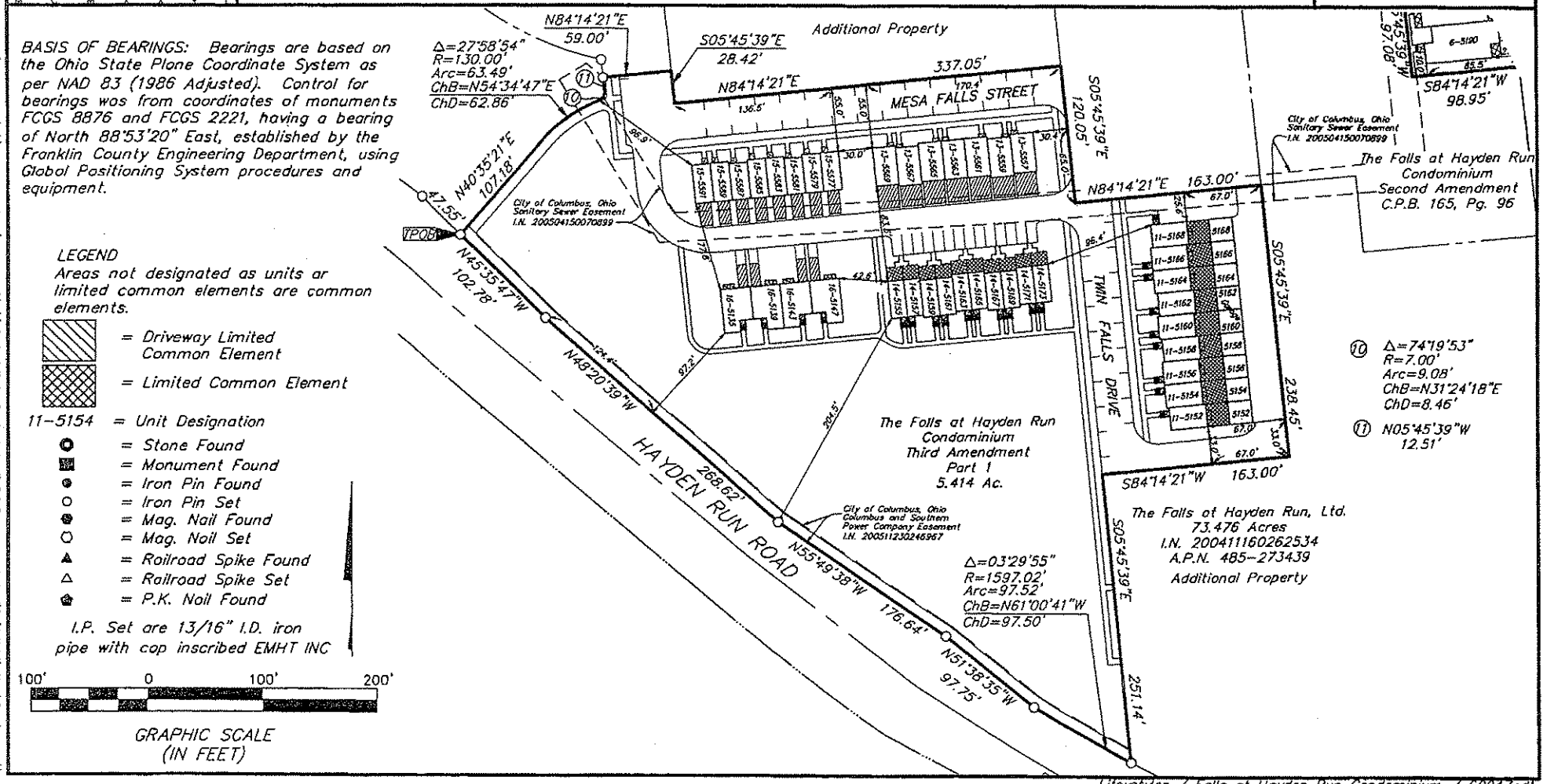
BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
THIRD AMENDMENT
DECLARATION OF CONDOMINIUM

Date: May 23, 2006
Scale: 1" = 100'
Job No: 2006-0947

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



LEGEND

Areas not designated as units ar limited common elements are common elements.

= Driveway Limited Common Element

= Limited Common Element

11-5154 = Unit Designation

= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

100' 0 100' 200'

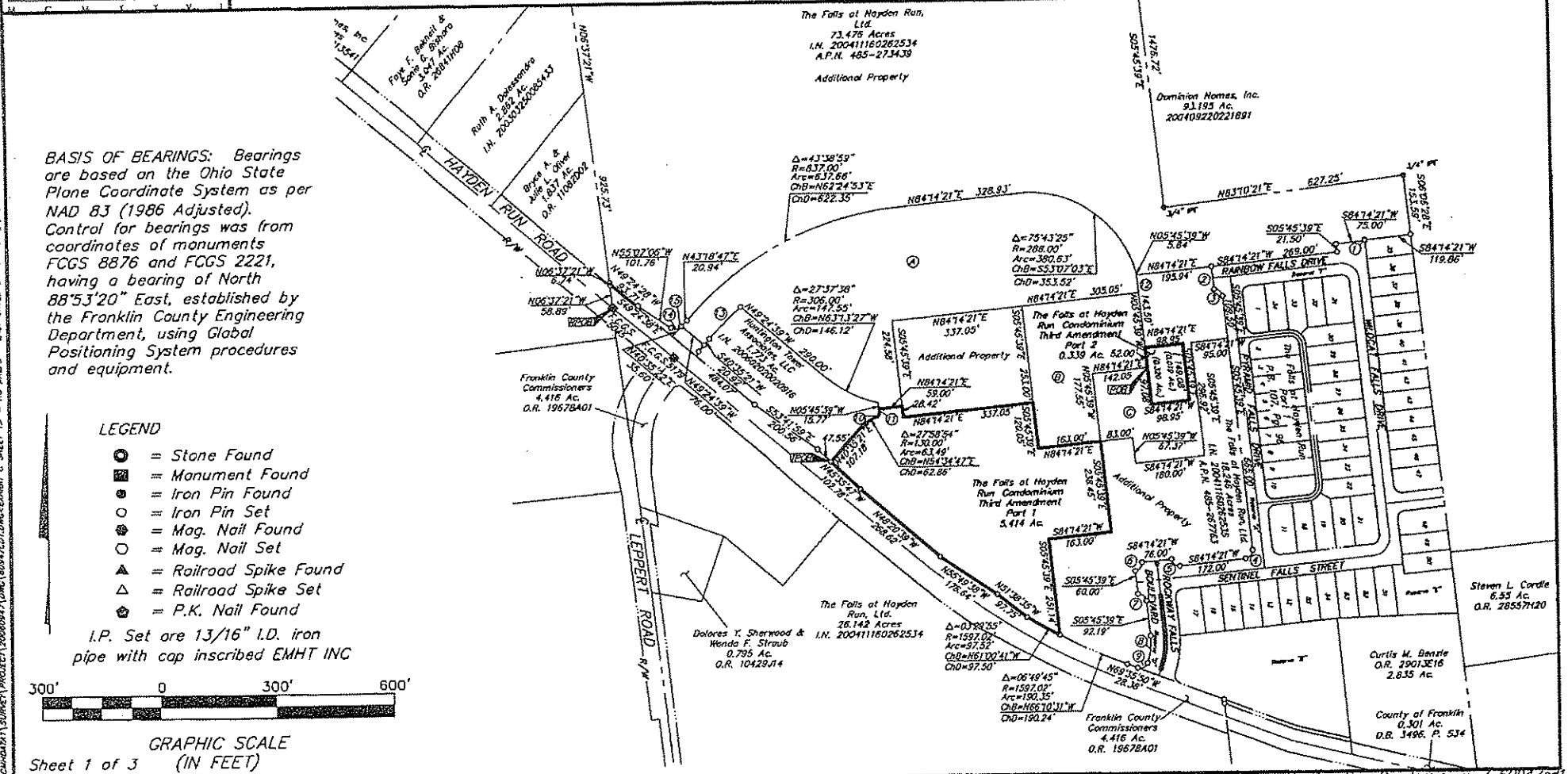
GRAPHIC SCALE
(IN FEET)

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"

FALLS AT HAYDEN RUN CONDOMINIUM
THIRD AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: May 2006
Scale: 1" = 300'
Job No: 2006-0947



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Fronklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

Sheet 1 of 3

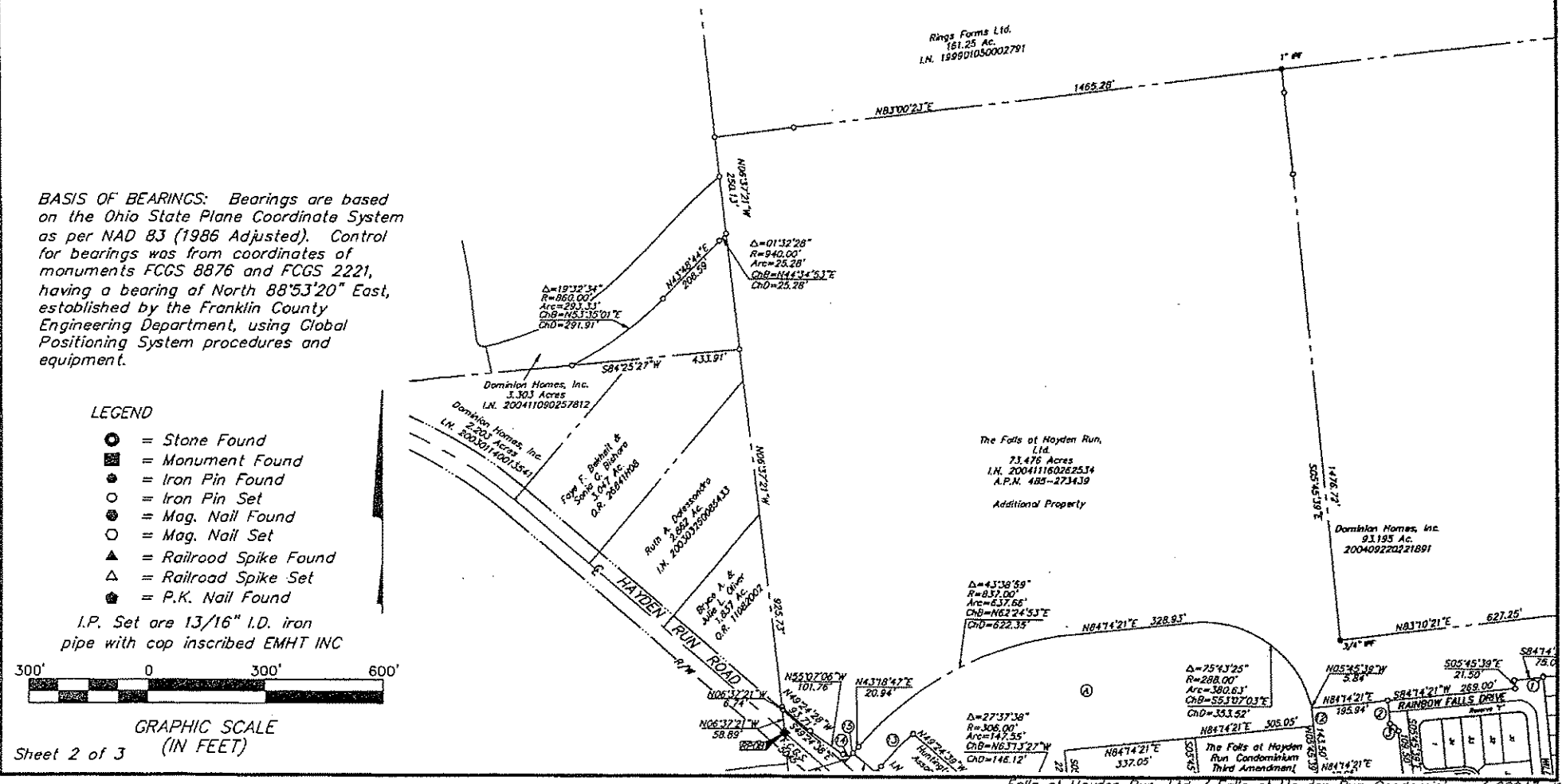
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EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"

FALLS AT HAYDEN RUN CONDOMINIUM
THIRD AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: May 23, 2006
Scale: 1" = 300'
Job No: 2006-0947



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railrood Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

Sheet 2 of 3

Falls at Hayden Run, Ltd / Falls at Hayden Run Condominium / 6094/cdr

I:\CAD\MAI\SURVEY\PROJECT\2006\0947\DWG\6094XCD1.DWG<EXHIBIT C SHEET 2> -- NO XREFS -- LAST SAVED BY TBAUTER (5/23/2006 10:31:10 AM) -- PLOTTED BY TBAUTER (5/23/2006 10:54:15 A

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
THIRD AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: May 006
Scale: 1" = 200'
Job No: 2006-0947

① N05°45'39"W 1.71'

② S05°45'39"E 60.00'

③ Δ=90°00'00" R=20.00' Arc=31.42' ChB=S50°45'39"E ChD=28.28'

④ Δ=90°00'00" R=20.00' Arc=31.42' ChB=S39°14'21"W ChD=28.28'

⑤ Δ=90°00'00" R=20.00' Arc=31.42' ChB=N50°45'39"W ChD=28.28'

⑥ Δ=90°00'00" R=20.00' Arc=31.42' ChB=S39°14'21"W ChD=28.28'

⑦ Δ=90°00'00" R=20.00' Arc=31.42' ChB=S50°45'39"E ChD=28.28'

⑧ Δ=24°58'05" R=162.00' Arc=70.60' ChB=S06°43'22"W ChD=70.04'

⑨ Δ=91°12'49" R=20.00' Arc=31.83' ChB=S64°48'57"W ChD=28.58'

⑩ Δ=74°19'53" R=7.00' Arc=9.08' ChB=N31°24'18"E ChD=8.46'

⑪ N05°45'39"W 12.51'

⑫ N05°45'39"W 46.00'

⑬ Δ=08°47'38" R=762.00' Arc=116.95' ChB=S44°59'10"W ChD=116.84'

⑭ Δ=84°17'33" R=20.00' Arc=29.42' ChB=S82°44'07"W ChD=26.84'

⑮ S40°35'21"W 0.99'

Ⓐ The Falls at Hayden Run Condominium C.P.B. 156, Pg. 16

Ⓑ The Falls at Hayden Run Condominium First Amendment C.P.B. 163, Pg. 70

Ⓒ The Falls at Hayden Run Condominium Second Amendment C.P.B. 165, Pg. 96

\\CMHDATA1\SURVEY\PROJECT\2006\0947\DWG\60947C01.DWG<EXHIBIT C LANDSCAPE> - NO XREFS - LAST SAVED BY TBAXTER (3/9/2006 8:53:17 AM) - PLOTTED BY TBAXTER (3/9/2006 9:15:17 AM)

EXHIBIT "D"

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00607
17-5539	Franklin	17	--	0.7231	0.00607
17-5541	Franklin	17	--	0.7231	0.00607
17-5543	Franklin	17	--	0.7231	0.00607
17-5545	Franklin	17	--	0.7231	0.00607
17-5547	Franklin	17	--	0.7231	0.00607
17-5549	Franklin	17	--	0.7231	0.00607
17-5551	Franklin	17	--	0.7231	0.00607
18-5561	Wellington	18	--	0.9534	0.00801
18-5563	Wellington	18	--	0.9534	0.00801
18-5565	Wellington	18	--	0.9534	0.00801
18-5567	Wellington	18	--	0.9534	0.00801
18-5569	Wellington	18	--	0.9534	0.00801
18-5571	Wellington	18	--	0.9534	0.00801
18-5573	Wellington	18	--	0.9534	0.00801
19-5581	Stansbury	19	B2	0.8218	0.00690
19-5583	Stansbury	19	B2	0.8218	0.00690
19-5585	Stansbury	19	B1	0.8218	0.00690
19-5587	Stansbury	19	B2	0.8218	0.00690
19-5589	Stansbury	19	B2	0.8218	0.00690
19-5591	Stansbury	19	B1	0.8218	0.00690
19-5593	Stansbury	19	B2	0.8218	0.00690
19-5595	Stansbury	19	B2	0.8218	0.00690
20-5602	Cromwell	20	C	1.2759	0.01071
20-5606	Cromwell	20	C	1.2759	0.01071
20-5610	Cromwell	20	C	1.2759	0.01071
20-5614	Cromwell	20	C	1.2759	0.01071
21-5582	Wellington	21	--	0.9534	0.00801
21-5584	Wellington	21	--	0.9534	0.00801
21-5586	Wellington	21	--	0.9534	0.00801
21-5588	Wellington	21	--	0.9534	0.00801
21-5590	Wellington	21	--	0.9534	0.00801
21-5592	Wellington	21	--	0.9534	0.00801
21-5594	Wellington	21	--	0.9534	0.00801

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00690
22-5562	Stansbury	22	B2	0.8218	0.00690
22-5564	Stansbury	22	B1	0.8218	0.00690
22-5566	Stansbury	22	B2	0.8218	0.00690
22-5568	Stansbury	22	B2	0.8218	0.00690
22-5570	Stansbury	22	B1	0.8218	0.00690
22-5572	Stansbury	22	B2	0.8218	0.00690
22-5574	Stansbury	22	B2	0.8218	0.00690
23-5603	Reserve	23	D2	0.9837	0.00826
23-5605	Reserve	23	D2	0.9837	0.00826
23-5607	Reserve	23	D2	0.9837	0.00826
23-5609	Reserve	23	D2	0.9837	0.00826
24-5625	Austin	24	B	0.8482	0.00712
24-5627	Austin	24	B	0.8482	0.00712
24-5629	Austin	24	B	0.8482	0.00712
24-5631	Austin	24	B	0.8482	0.00712
24-5633	Austin	24	B	0.8482	0.00712
24-5635	Austin	24	B	0.8482	0.00712
7-5535	Reserve	7	D2	0.9837	0.00826
7-5537	Reserve	7	D2	0.9837	0.00826
7-5539	Reserve	7	D2	0.9837	0.00826
7-5541	Reserve	7	D2	0.9837	0.00826
7-5543	Reserve	7	D2	0.9837	0.00826
7-5545	Reserve	7	D2	0.9837	0.00826
7-5547	Reserve	7	D2	0.9837	0.00826
7-5549	Reserve	7	D2	0.9837	0.00826
12-5190	Austin	12	B	0.8482	0.00712
12-5188	Austin	12	B	0.8482	0.00712
12-5186	Austin	12	B	0.8482	0.00712
12-5184	Austin	12	B	0.8482	0.00712
12-5182	Austin	12	B	0.8482	0.00712
12-5180	Austin	12	B	0.8482	0.00712
12-5178	Austin	12	B	0.8482	0.00712
12-5176	Austin	12	B	0.8482	0.00712
5A-5182	Tembury	5A	R	1.3153	0.01104
5A-5178	Tembury	5A	R	1.3153	0.01104
5A-5174	Tembury	5A	R	1.3153	0.01104
5A-5170	Tembury	5A	R	1.3153	0.01104

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00826
1-5513	Reserve	1	D2	0.9837	0.00826
1-5515	Reserve	1	D2	0.9837	0.00826
1-5517	Reserve	1	D2	0.9837	0.00826
1-5519	Reserve	1	D2	0.9837	0.00826
1-5521	Reserve	1	D2	0.9837	0.00826
1-5523	Reserve	1	D2	0.9837	0.00826
1-5525	Reserve	1	D2	0.9837	0.00826
8-5177	Cromwell	8	C	1.2759	0.01071
8-5181	Cromwell	8	C	1.2759	0.01071
8-5185	Cromwell	8	C+	1.3285	0.01116
8-5189	Cromwell	8	C	1.2759	0.01071
8-5193	Cromwell	8	C	1.2759	0.01071

UNITS ADDED HEREBY:

6-5202	Ternbury	6	R	1.3153	0.01104
6-5198	Ternbury	6	R	1.3153	0.01104
6-5194	Ternbury	6	R	1.3153	0.01104
6-5190	Ternbury	6	R	1.3153	0.01104
11-5168	Reserve	11	D2	0.9837	0.00826
11-5166	Reserve	11	D2	0.9837	0.00826
11-5164	Reserve	11	D2	0.9837	0.00826
11-5162	Reserve	11	D2	0.9837	0.00826
11-5160	Reserve	11	D2	0.9837	0.00826
11-5158	Reserve	11	D2	0.9837	0.00826
11-5156	Reserve	11	D2	0.9837	0.00826
11-5154	Reserve	11	D2	0.9837	0.00826
11-5152	Reserve	11	D2	0.9837	0.00826
13-5557	Wellington	13	--	0.9534	0.00801
13-5559	Wellington	13	--	0.9534	0.00801
13-5561	Wellington	13	--	0.9534	0.00801
13-5563	Wellington	13	--	0.9534	0.00801
13-5565	Wellington	13	--	0.9534	0.00801
13-5567	Wellington	13	--	0.9534	0.00801
13-5569	Wellington	13	--	0.9534	0.00801
14-5155	Franklin	14	--	0.7231	0.00607
14-5157	Franklin	14	--	0.7231	0.00607
14-5159	Franklin	14	--	0.7231	0.00607
14-5161	Franklin	14	--	0.7231	0.00607
14-5163	Franklin	14	--	0.7231	0.00607
14-5165	Franklin	14	--	0.7231	0.00607
14-5167	Franklin	14	--	0.7231	0.00607

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
14-5169	Franklin	14	--	0.7231	0.00607
14-5171	Franklin	14	--	0.7231	0.00607
14-5173	Franklin	14	--	0.7231	0.00607
15-5577	Stansbury	15	B2	0.8218	0.00690
15-5579	Stansbury	15	B2	0.8218	0.00690
15-5581	Stansbury	15	B1	0.8218	0.00690
15-5583	Stansbury	15	B2	0.8218	0.00690
15-5585	Stansbury	15	B2	0.8218	0.00690
15-5587	Stansbury	15	B1	0.8218	0.00690
15-5589	Stansbury	15	B2	0.8218	0.00690
15-5591	Stansbury	15	B2	0.8218	0.00690
16-5147	Burke	16	--	0.9666	0.00812
16-5143	Burke	16	--	0.9666	0.00812
16-5139	Burke	16	--	0.9666	0.00812
16-5135	Burke	16	--	0.9666	0.00812
					1.00

EXHIBIT "F"

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Tembury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

Condo Plat 200608250169156

200608250169152
Pgs: 32 $272.00 T20060063305
08/25/2006 8:40AM BXCONNOR LAND
Robert G. Montgomery
Franklin County Recorder

FOURTH AMENDMENT TO DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR THE FALLS AT HAYDEN RUN CONDOMINIUM

This Fourth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 14TH day of August, 2006.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium (the "Declaration") and the Drawings filed in connection therewith ("Drawings"), recorded, respectively, as Instrument 200510260225306, and Condominium Plat Book 156, at Pages 16-52, both of the records of the Recorder of Franklin County, Ohio.

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 ("First Amendment") and Drawings filed in connection therewith ("First Drawings"), recorded, respectively, as Instrument Number 200603210052558, and Condominium Plat Book No. 163, at Pages 70-77, both of the records of the Recorder of Franklin County, Ohio.

C. The Declaration was amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Recorder of Franklin County, Ohio ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book No. 165, at Pages 96-113, of the records of the Recorder of Franklin County, Ohio ("Second Drawings").

CERTIFICATE OF AUDITOR

A copy of this Fourth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Fourth Amendment to the Drawings attached thereto, was filed with this office on Aug 25, 2006.

By: Joseph W. Testa / Janet Lenning
Auditor, Franklin County, Ohio

TRANSFERRED

AUG 25 2006

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 174 PAGE 6-20

1642091v3

D. The Declaration was amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Recorder of Franklin County, Ohio ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book No. 168, at Pages 28-53, of the records of the Recorder of Franklin County, Ohio ("Third Drawings").

E. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant, The Falls at Hayden Run, Ltd., desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of 2.426 acres, more or less, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit C", and hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains two (2) residential buildings containing, in the aggregate, fourteen (14) dwelling units, expanding the Condominium to contain a total of one hundred forty-one (141) dwelling units, each of which is called a "Unit". The residential buildings contain three story townhouse style dwelling units, each Unit with a poured concrete lower level, with J-Cote waterproofing, are of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall. Each Unit added has a front stoop or porch, certain Units added have the area between the rear of the Unit and the detached parking garage building (which area may include a concrete

patio), and certain Units added have a rear yard concrete patio, which may or may not have a privacy fence, and two (2) parking spaces immediately outside the attached garage door opening, all as Limited Common Element, as shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Fourth Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto, marked "Exbibit D", and hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, the Second Drawings and the Third Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added hereto, along with all of the other land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit, are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements consist of: (i) a front stoop or porch for each Unit added, (ii) the area between the rear of the Unit and the detached parking garage building (which area may include a concrete patio for certain Units added) and (iii) have a rear yard concrete patio, which may or may not have a privacy fence, and two (2) parking spaces immediately outside the attached garage door opening for certain Units added. In each case, a Limited Common Element is

reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration adding the additional property to the Condominium Property:

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

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

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14th day of August, 2006.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, its Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Michael J. DeAscentis II, the Manager of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 14th day of August, 2006.

_____
Notary Public

THOMAS ROBERT BROWNLEE, JR., Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

1642091v3

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
2.426 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument No. 5045, at the intersection of the centerline of Hayden Run Road and the line common to Virginia Military Survey Numbers 3453 and 6366 and at the southeast corner of the 1.837 acre tract conveyed to Bryce A. and Julie L. Oliver by deed of record in Official Record 11082D02;

thence North 06° 37' 21" West, a distance of 58.89 feet, with the westerly line of said Virginia Military Survey Number 3453, to an iron pin set at the northwesterly corner of that 4.416 acre tract conveyed to Franklin County Commissioners by deed of record in Official Record 19678A01, being in the northerly right-of-way line of said Hayden Run Road;

thence South 49° 24' 38" East, with the northerly right-of-way line of said Hayden Run Road, the northerly line of said 4.416 acre tract, a distance of 484.07 feet to an iron pin set;

thence continuing with the northerly right-of-way line of said Hayden Run Road, the following courses and distances:

South 53° 41' 59" East, a distance of 200.56 feet to an iron pin set;

South 45° 35' 47" East, a distance of 150.33 feet to an iron pin set;

South 48° 20' 39" East, a distance of 268.62 feet to an iron pin set;

South 55° 49' 38" East, a distance of 176.64 feet to an iron pin set;

South 51° 38' 35" East, a distance of 97.75 feet to an iron pin set at a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of 03° 29' 55", a radius of 1597.02 feet, an arc length of 97.52 feet, a chord which bears South 61° 00' 41" East, a chord distance of 97.50 feet to an iron pin set, being the southeasterly corner of "The Falls at Hayden Run Condominium Third Amendment Part 1" of record in Condominium Plat Book 168, Page 28, being the TRUE POINT OF BEGINNING;

thence with the easterly perimeter of "The Falls at Hayden Run Condominium Third Amendment Part 1", the following courses and distances:

North 05° 45' 39" West, a distance of 251.14 feet to a corner thereof;

North 84° 14' 21" East, a distance of 163.00 feet to a corner thereof;

North 05° 45' 39" West, a distance of 238.45 feet to a northeasterly corner thereof, being a southeasterly corner of "The Falls at Hayden Run Condominium First Amendment" of record in Condominium Plat Book 163, Page 70, being a southwesterly corner of "The Falls at Hayden Run Condominium Second Amendment" of record in Condominium Plat Book 165, Page 96;

thence North 84° 14' 21" East, with a southerly line of said "The Falls at Hayden Run Condominium Second Amendment", a distance of 83.00 feet to a corner thereof;

thenee Soutb 05° 45' 39" East, with a westerly line of said "The Falls at Hayden Run Condominium Second Amendment", a distance of 67.37 feet to a corner thereof;

thence North 84° 14' 21" East, with a southerly line of said "The Falls at Hayden Run Condominium Second Amendment", a distance of 50.00 feet to a point;

thence South 05° 45' 39" East, across said 73.476 acre tract, a distance of 258.57 feet to an iron pin set in a northerly line of The Falls at Hayden Run Part 1 of record in Plat Book 107, Page 96;

thence with the northerly and westerly perimeter of said The Falls at Hayden Run Part 1, the following courses and distances:

South 84° 14' 21" West, a distance of 63.00 feet, to an iron pin set on the arc of a curve to the right;

with the arc of said curve, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, having a chord which bears South 39° 14' 21" West, a chord distance of 28.28 feet to an iron pin set;

South 05° 45' 39" East, a distance of 60.00 feet to an iron pin set on the arc of a curve to the right;

with the arc of said curve, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, having a chord which bears South 50° 45' 39" West, a chord distance of 28.28 feet to an iron pin set;

South 05° 45' 39" East, a distance of 92.19 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve, having a central angle of 24° 58'05", a radius of 162.00 feet, an arc length of 70.60 feet, having a chord which bears South 06° 43' 22" West, a chord distance of 70.04 feet to an iron pin set at a point of compound curvature;

with the arc of said curve, having a central angle of 91° 11' 49", a radius of 20.00 feet, an arc length of 31.83 feet, having a chord which bears South 64° 48' 57" West, a chord distance of 28.58 feet to an iron pin set at a point of tangency on the northerly right-of-way line of said Hayden Run Road;

thence with said northerly right-of-way line, the following courses and distances:

North 69° 35' 50" West, a distance of 28.38 feet to an iron pin set at a point of curvature of to the right;

with the arc of said curve, having a central angle of 06° 49' 45", a radius of 1597.02 feet, an arc length of 190.35 feet, having a chord which bears North 66° 10' 31" West, a chord distance of 190.24 feet to the TRUE POINT OF BEGINNING, and containing 2.426 acres of land more or less, being out of Auditor's Parcel number 485-273439.

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

This drawing is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

8/15/06

STATE OF OHIO
EDWARD J. MILLER
8250
REGISTERED PROFESSIONAL SURVEYOR

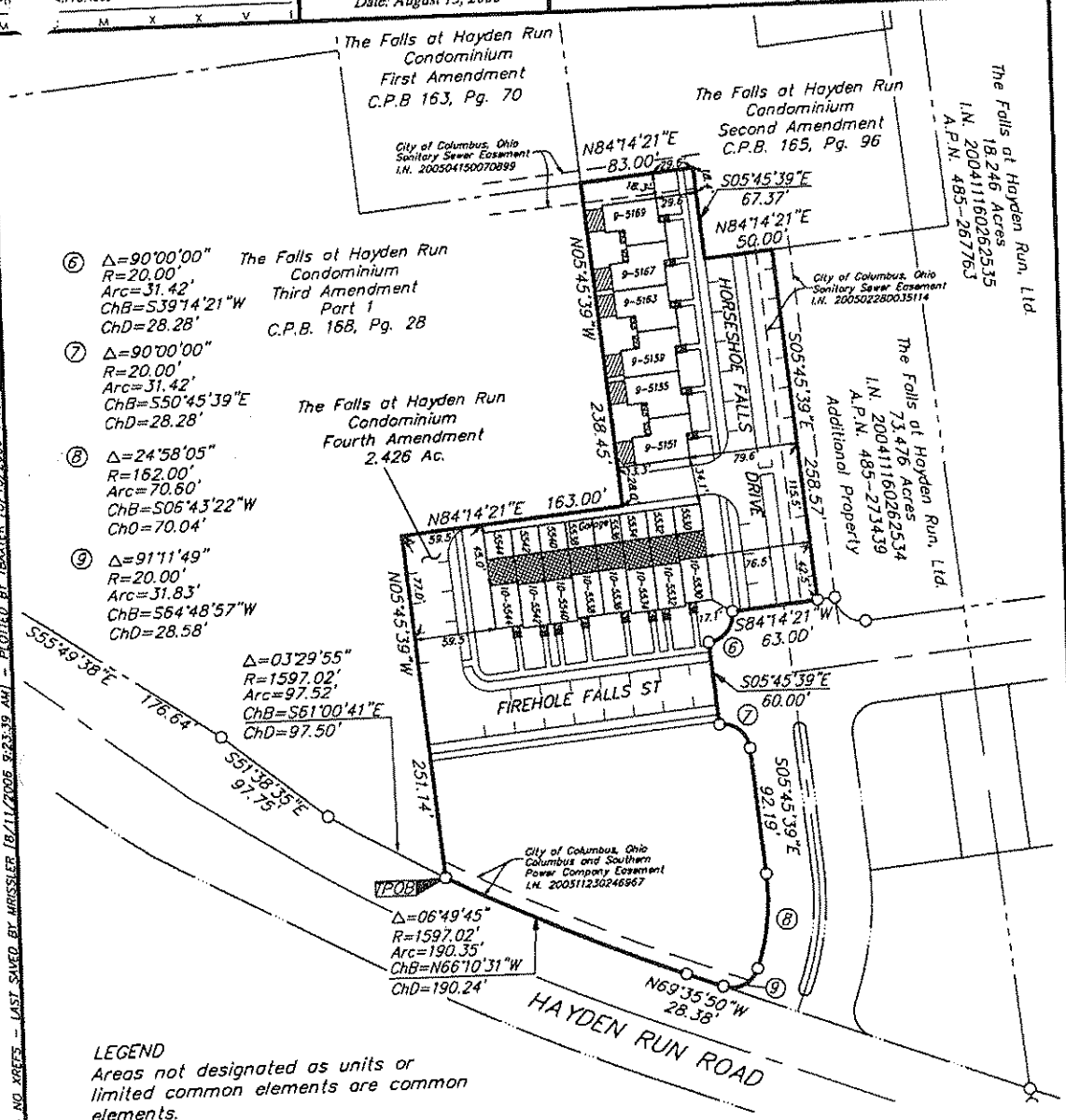
Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/August 4, 2006
2_426 ac 61580

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Ph: 614.775.4500 Fax: 614.775.4800

Date: August 15, 2006 | Job No. 2006-1580 | Scale: 1" = 100'



LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element
= Limited Common Element
9-5151 = Unit Designation
= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

100' 0 100' 200'
GRAPHIC SCALE (IN FEET)

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Fronklin County Engineering Department, using Global Positioning System procedures and equipment.

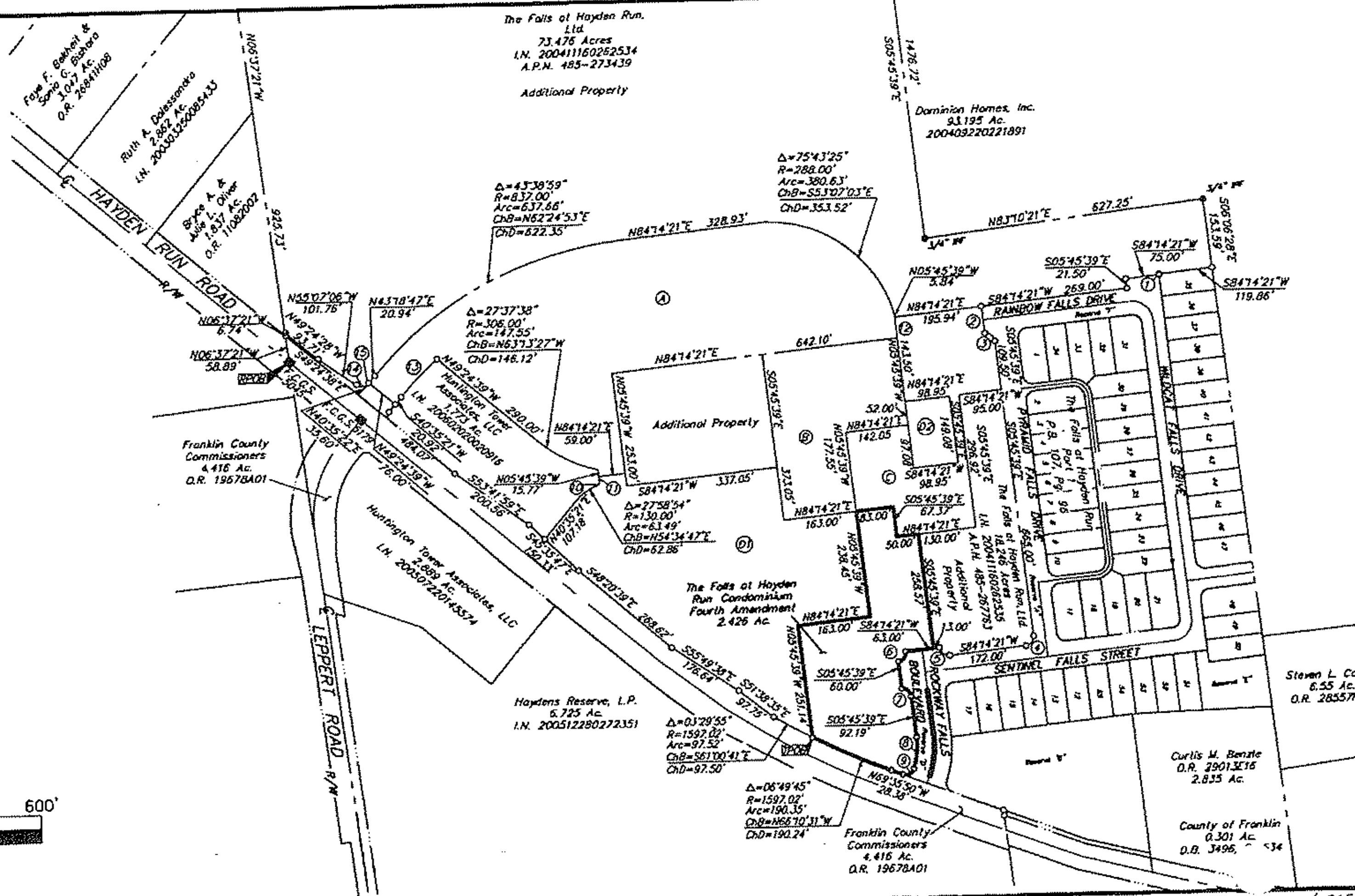
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\\CMHDATA1\SURVEY\PROJECT\20061580\DWG\61580CD1.DWG<EXHIBIT C SHEET 1> - NO XREFS - LAST SAVED BY MRISSLER [8/11/2006 9:23:39 AM] - PLOTTED BY TBAXTER [8/15/2006 11:13:50 AM]

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FOURTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: August 15, 2006
Scale: 1" = 300'
Job No: 2006-1580



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- ⊙ = Stone Found
- ■ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ⬢ = Mag. Nail Found
- ◯ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ⬟ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE
(IN FEET)

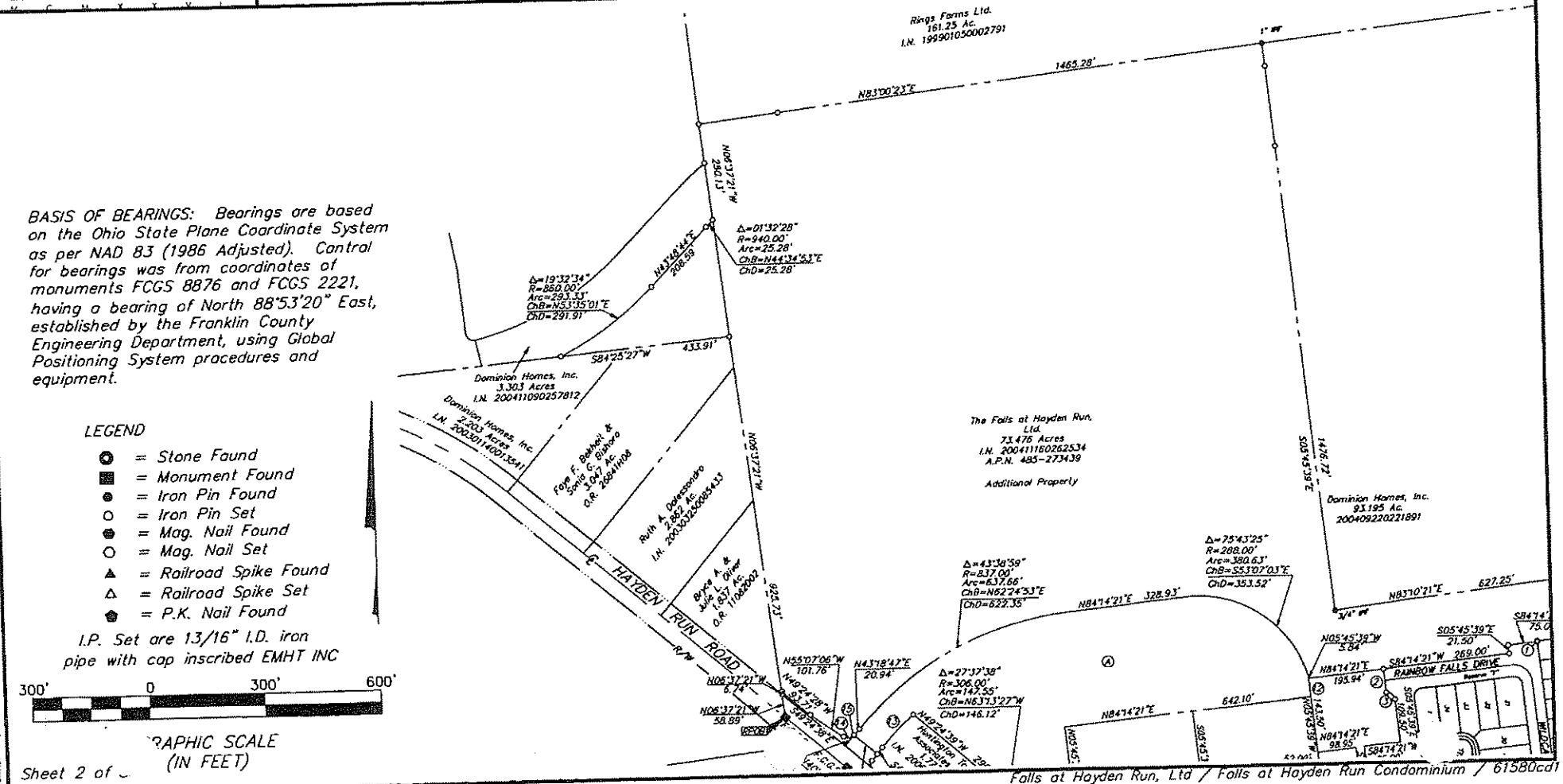
Sheet 1 of

Falls at Hayden Run, Ltd / Falls at Hayden Run Condominium / 61580cd1

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FOURTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: August 15, 2006
Scale: 1" = 300'
Job No: 2006-1580



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- ◎ = Stone Found
- ■ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ⬟ = Mag. Nail Found
- ○ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ⬟ = P.K. Nail Found

I.P. Set are 1 3/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

Sheet 2 of

Falls at Hayden Run, Ltd / Falls at Hayden Run Condominium / 61580cd1

I:\CAD\DATA\SURVEY\PROJECT\2006\1580\DWG\61580CD1.DWG<EXHIBIT C SHEET 2> - NO XREFS - LAST SAVED BY MRISSLER (8/11/2006 9:23:59 AM) - PLOTTED BY TRAXTER (8/15/2006 11:20:31 AM)

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4600

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FOURTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: August 15, 2006
Scale: 1" = 200'
Job No: 2006-1580

① N05°45'39"W
1.71'

② S05°45'39"E
60.00'

③ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

④ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑤ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=N50°45'39"W
ChD=28.28'

⑥ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑦ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

⑧ Δ=24°58'05"
R=162.00'
Arc=70.60'
ChB=S06°43'22"W
ChD=70.04'

⑨ Δ=91°11'49"
R=20.00'
Arc=31.83'
ChB=S64°48'57"W
ChD=28.58'

⑩ Δ=74°19'53"
R=7.00'
Arc=9.08'
ChB=N31°24'18"E
ChD=8.46'

⑪ N05°45'39"W
12.51'

⑫ N05°45'39"W
46.00'

⑬ Δ=08°47'38"
R=762.00'
Arc=116.95'
ChB=S44°59'10"W
ChD=116.84'

⑭ Δ=84°17'33"
R=20.00'
Arc=29.42'
ChB=S82°44'07"W
ChD=26.84'

⑮ S40°35'21"W
0.99'

Ⓐ The Falls at Hayden Run Condominium C.P.B. 156, Pg. 16

Ⓑ The Falls at Hayden Run Condominium First Amendment C.P.B. 163, Pg. 70

Ⓒ The Falls at Hayden Run Condominium Second Amendment C.P.B. 165, Pg. 96

Ⓓ1 The Falls at Hayden Run Condominium Third Amendment Part 1 C.P.B. 168, Pg. 28

Ⓓ2 The Falls at Hayden Run Condominium Third Amendment Part 2 C.P.B. 168, Pg. 28

I:\CIVILDATA\1\SURVEY\PROJECT\2006\1580\DWG\61580CD1.DWG<EXHIBIT C LANDSCAPE> - NO XREFS - LAST SAVED BY MWISSLER (8/11/2006 9:23:39 AM) - PLOTTED BY TBAKTER (8/15/2006 10:37:54 AM

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
2.426 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument No. 5045, at the intersection of the centerline of Hayden Run Road and the line common to Virginia Military Survey Numbers 3453 and 6366 and at the southeast corner of the 1.837 acre tract conveyed to Bryce A. and Julie L. Oliver by deed of record in Official Record 11082D02;

thence North 06° 37' 21" West, a distance of 58.89 feet, with the westerly line of said Virginia Military Survey Number 3453, to an iron pin set at the northwesterly corner of that 4.416 acre tract conveyed to Franklin County Commissioners by deed of record in Official Record 19678A01, being in the northerly right-of-way line of said Hayden Run Road;

thence South 49° 24' 38" East, with the northerly right-of-way line of said Hayden Run Road, the northerly line of said 4.416 acre tract, a distance of 484.07 feet to an iron pin set;

thence continuing with the northerly right-of-way line of said Hayden Run Road, the following courses and distances:

South 53° 41' 59" East, a distance of 200.56 feet to an iron pin set;

South 45° 35' 47" East, a distance of 150.33 feet to an iron pin set;

South 48° 20' 39" East, a distance of 268.62 feet to an iron pin set;

South 55° 49' 38" East, a distance of 176.64 feet to an iron pin set;

South 51° 38' 35" East, a distance of 97.75 feet to an iron pin set at a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of 03° 29' 55", a radius of 1597.02 feet, an arc length of 97.52 feet, a chord which bears South 61° 00' 41" East, a chord distance of 97.50 feet to an iron pin set, being the southeasterly corner of "The Falls at Hayden Run Condominium Third Amendment Part 1" of record in Condominium Plat Book 168, Page 28, being the TRUE POINT OF BEGINNING;

thence with the easterly perimeter of "The Falls at Hayden Run Condominium Third Amendment Part 1", the following courses and distances:

North 05° 45' 39" West, a distance of 251.14 feet to a corner thereof;

North 84° 14' 21" East, a distance of 163.00 feet to a corner thereof;

North 05° 45' 39" West, a distance of 238.45 feet to a northeasterly corner thereof, being a southeasterly corner of "The Falls at Hayden Run Condominium First Amendment" of record in Condominium Plat Book 163, Page 70, being a southwesterly corner of "The Falls at Hayden Run Condominium Second Amendment" of record in Condominium Plat Book 165, Page 96;

thence North 84° 14' 21" East, with a southerly line of said "The Falls at Hayden Run Condominium Second Amendment", a distance of 83.00 feet to a corner thereof;

thence South 05° 45' 39" East, with a westerly line of said "The Falls at Hayden Run Condominium Second Amendment", a distance of 67.37 feet to a corner thereof;

thence North 84° 14' 21" East, with a southerly line of said "The Falls at Hayden Run Condominium Second Amendment", a distance of 50.00 feet to a point;

thence South 05° 45' 39" East, across said 73.476 acre tract, a distance of 258.57 feet to an iron pin set in a northerly line of The Falls at Hayden Run Part 1 of record in Plat Book 107, Page 96;

thence with the northerly and westerly perimeter of said The Falls at Hayden Run Part 1, the following courses and distances:

South 84° 14' 21" West, a distance of 63.00 feet, to an iron pin set on the arc of a curve to the right;

with the arc of said curve, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, having a chord which bears South 39° 14' 21" West, a chord distance of 28.28 feet to an iron pin set;

South 05° 45' 39" East, a distance of 60.00 feet to an iron pin set on the arc of a curve to the right;

with the arc of said curve, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, having a chord which bears South 50° 45' 39" East, a chord distance of 28.28 feet to an iron pin set;

South 05° 45' 39" East, a distance of 92.19 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve, having a central angle of 24° 58'05", a radius of 162.00 feet, an arc length of 70.60 feet, having a chord which bears South 06° 43' 22" West, a chord distance of 70.04 feet to an iron pin set at a point of compound curvature;

with the arc of said curve, having a central angle of 91° 11' 49", a radius of 20.00 feet, an arc length of 31.83 feet, having a chord which bears South 64° 48' 57" West, a chord distance of 28.58 feet to an iron pin set at a point of tangency on the northerly right-of-way line of said Hayden Run Road;

thence with said northerly right-of-way line, the following courses and distances:

North 69° 35' 50" West, a distance of 28.38 feet to an iron pin set at a point of curvature of to the right;

with the arc of said curve, having a central angle of 06° 49' 45", a radius of 1597.02 feet, an arc length of 190.35 feet, having a chord which bears North 66° 10' 31" West, a chord distance of 190.24 feet to the TRUE POINT OF BEGINNING, and containing 2.426 acres of land more or less, being out of Auditor's Parcel number 485-273439.

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

This drawing is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

STATE OF OHIO
EDWARD J. MILLER
8250
REGISTERED PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON & TILTON, INC.

8/21/06

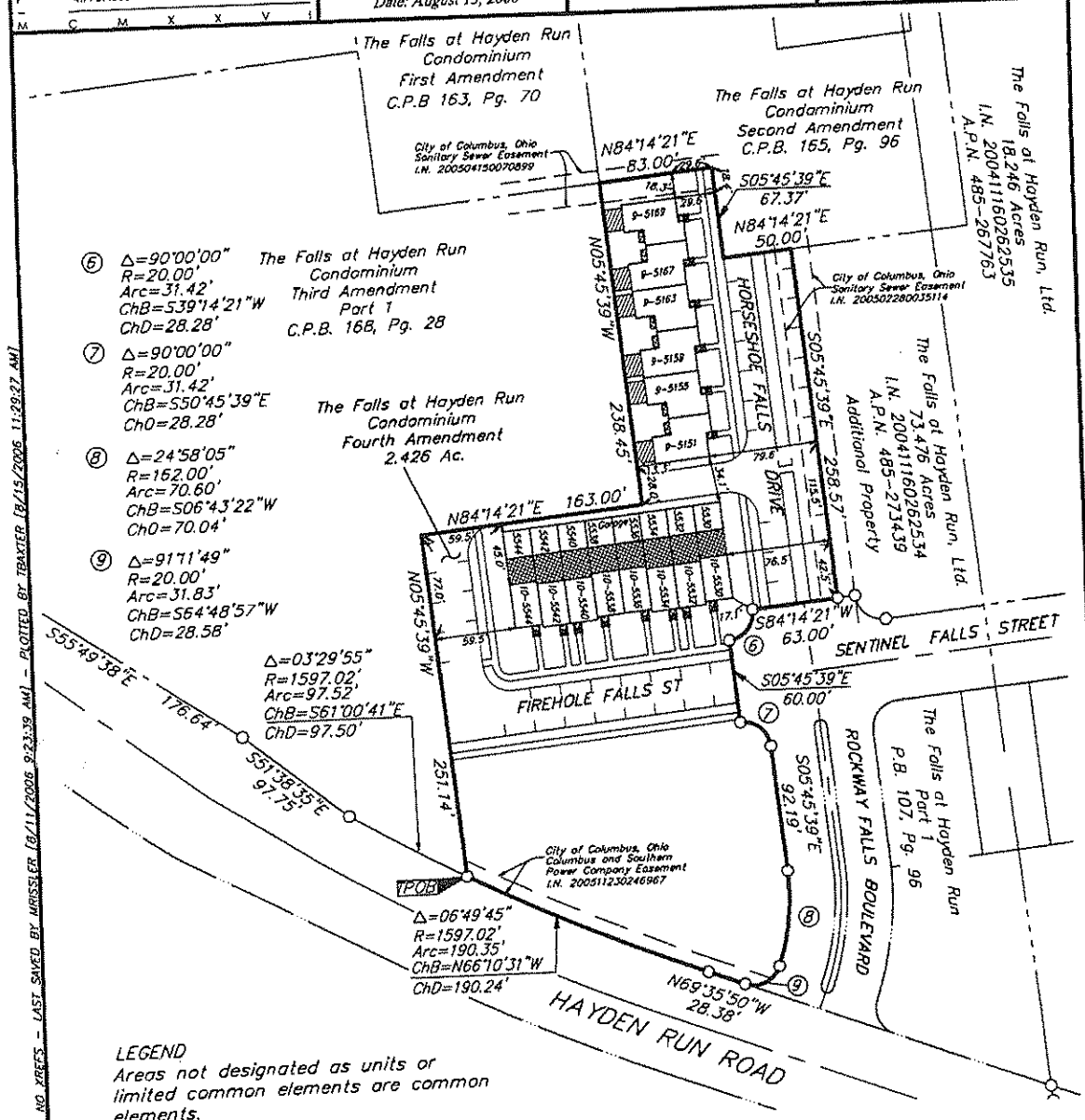
Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/August 4, 2006
2_426 ac 61580

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5[illegible]w Albany Road, Columbus, OH 43054
P[illegible]4.775.4500 Fax: 614.775.4800

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: August 15, 2006 | Job No. 2006-1580 | Scale: 1" = 100'



LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

= Limited Common Element

9-5151 = Unit Designation

= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

100' 0 100' 200'

GRAPHIC SCALE (IN FEET)

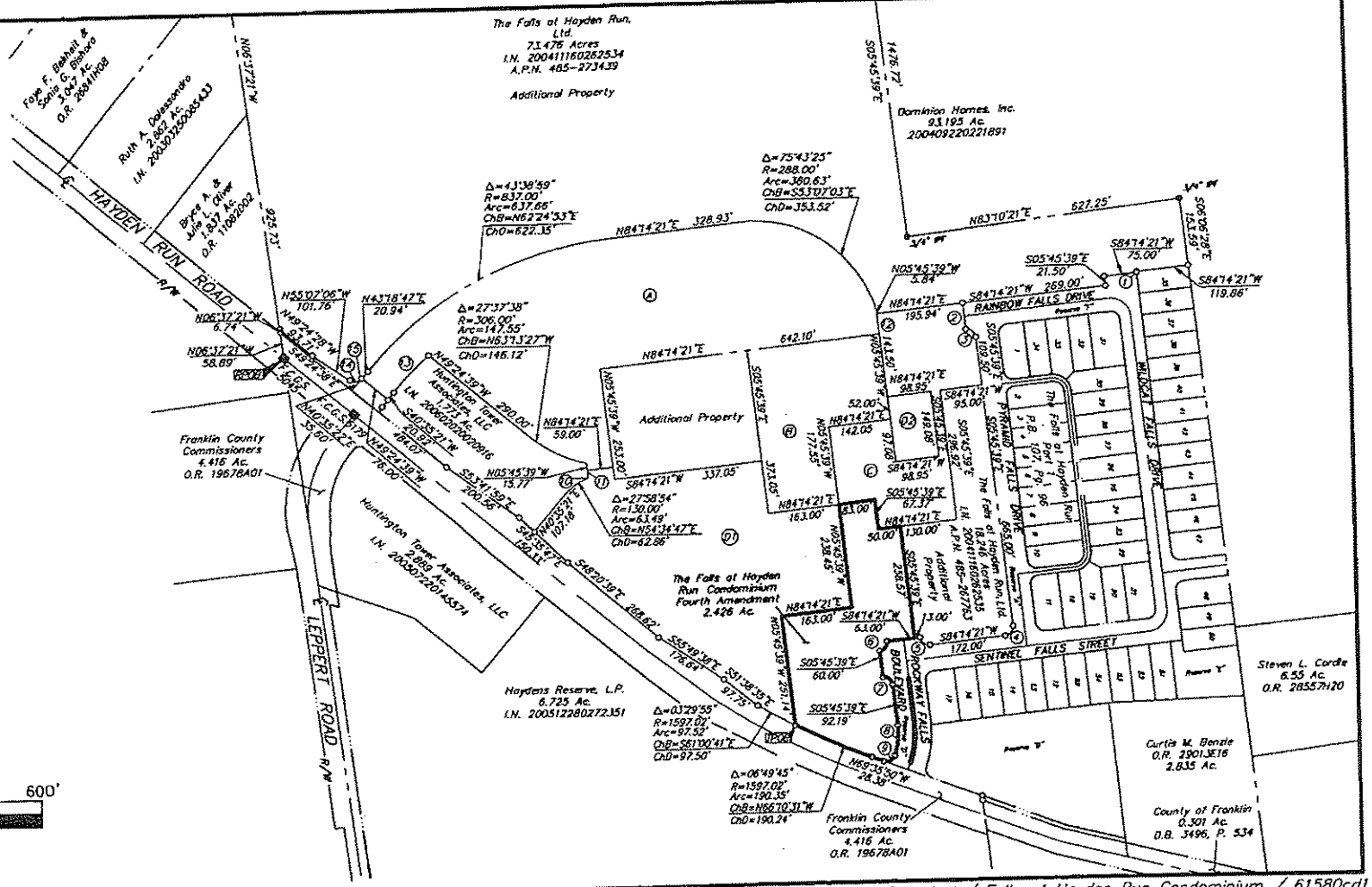
BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

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EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FOURTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: Aug. 15, 2006
Scale: 1" = 300'
Job No: 2006-1580



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- ● = Stone Found
- ■ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ⬢ = Mag. Nail Found
- ○ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ⬟ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

Sheet 1 of 3

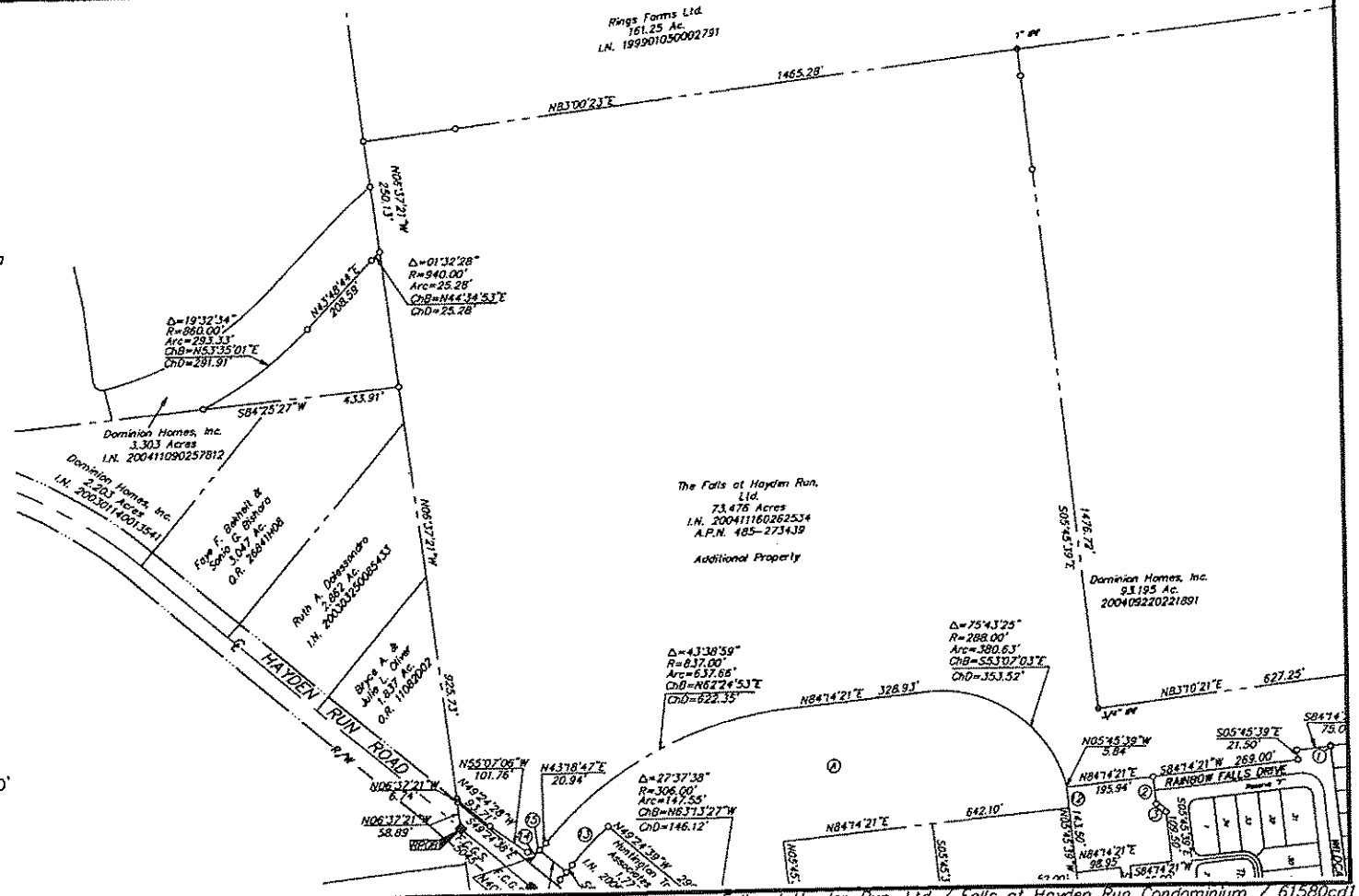
Falls at Hayden Run, Ltd / Falls at Hayden Run Condominium / 61580cd1

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Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FOURTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: August 15, 2006
Scale: 1" = 300'
Job No: 2006-1580



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- ◎ = Stone Found
- ■ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ⬢ = Mag. Nail Found
- ⬡ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ⬟ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

I:\CHNDATA\SURVEY\PROJECTS\2006\61580CD1.DWG\61580CD1.DWG-EXHIBIT C SHEET 2 - NO XREFS - LAST SAVED BY WRISSLER (8/11/2006 9:23:39 AM) - PLOTTED BY TBAXTER (8/13/2006 11:30:31 AM)

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FOURTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: August 15, 2006
Scale: 1" = 200'
Job No: 2006-1580

① N05°45'39"W
1.71'

② S05°45'39"E
60.00'

③ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

④ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑤ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=N50°45'39"W
ChD=28.28'

⑥ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑦ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

⑧ Δ=24°58'05"
R=162.00'
Arc=70.60'
ChB=S06°43'22"W
ChD=70.04'

⑨ Δ=91°11'49"
R=20.00'
Arc=31.83'
ChB=S64°48'57"W
ChD=28.58'

⑩ Δ=74°19'53"
R=7.00'
Arc=9.08'
ChB=N31°24'18"E
ChD=8.46'

⑪ N05°45'39"W
12.51'

⑫ N05°45'39"W
46.00'

⑬ Δ=08°47'38"
R=762.00'
Arc=116.95'
ChB=S44°59'10"W
ChD=116.84'

⑭ Δ=84°17'33"
R=20.00'
Arc=29.42'
ChB=S82°44'07"W
ChD=26.84'

⑮ S40°35'21"W
0.99'

Ⓐ The Falls at Hayden Run Condominium C.P.B. 156, Pg. 16

Ⓑ The Falls at Hayden Run Condominium First Amendment C.P.B. 163, Pg. 70

Ⓒ The Falls at Hayden Run Condominium Second Amendment C.P.B. 165, Pg. 96

Ⓓ1 The Falls at Hayden Run Condominium Third Amendment Part 1 C.P.B. 168, Pg. 28

Ⓓ2 The Falls at Hayden Run Condominium Third Amendment Part 2 C.P.B. 168, Pg. 28

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EXHIBIT "D"

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of tbe initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00537
17-5539	Franklin	17	--	0.7231	0.00537
17-5541	Franklin	17	--	0.7231	0.00537
17-5543	Franklin	17	--	0.7231	0.00537
17-5545	Franklin	17	--	0.7231	0.00537
17-5547	Franklin	17	--	0.7231	0.00537
17-5549	Franklin	17	--	0.7231	0.00537
17-5551	Franklin	17	--	0.7231	0.00537
18-5561	Wellington	18	--	0.9534	0.00708
18-5563	Wellington	18	--	0.9534	0.00708
18-5565	Wellington	18	--	0.9534	0.00708
18-5567	Wellington	18	--	0.9534	0.00708
18-5569	Wellington	18	--	0.9534	0.00708
18-5571	Wellington	18	--	0.9534	0.00708
18-5573	Wellington	18	--	0.9534	0.00708
19-5581	Stansbury	19	B2	0.8218	0.00610
19-5583	Stansbury	19	B2	0.8218	0.00610
19-5585	Stansbury	19	B1	0.8218	0.00610
19-5587	Stansbury	19	B2	0.8218	0.00610
19-5589	Stansbury	19	B2	0.8218	0.00610
19-5591	Stansbury	19	B1	0.8218	0.00610
19-5593	Stansbury	19	B2	0.8218	0.00610
19-5595	Stansbury	19	B2	0.8218	0.00610
20-5602	Cromwell	20	C	1.2759	0.00948
20-5606	Cromwell	20	C	1.2759	0.00948
20-5610	Cromwell	20	C	1.2759	0.00948
20-5614	Cromwell	20	C	1.2759	0.00948
21-5582	Wellington	21	--	0.9534	0.00708
21-5584	Wellington	21	--	0.9534	0.00708
21-5586	Wellington	21	--	0.9534	0.00708
21-5588	Wellington	21	--	0.9534	0.00708
21-5590	Wellington	21	--	0.9534	0.00708
21-5592	Wellington	21	--	0.9534	0.00708
21-5594	Wellington	21	--	0.9534	0.00708

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00610
22-5562	Stansbury	22	B2	0.8218	0.00610
22-5564	Stansbury	22	B1	0.8218	0.00610
22-5566	Stansbury	22	B2	0.8218	0.00610
22-5568	Stansbury	22	B2	0.8218	0.00610
22-5570	Stansbury	22	B1	0.8218	0.00610
22-5572	Stansbury	22	B2	0.8218	0.00610
22-5574	Stansbury	22	B2	0.8218	0.00610
23-5603	Reserve	23	D2	0.9837	0.00731
23-5605	Reserve	23	D2	0.9837	0.00731
23-5607	Reserve	23	D2	0.9837	0.00731
23-5609	Reserve	23	D2	0.9837	0.00731
24-5625	Austin	24	B	0.8482	0.00630
24-5627	Austin	24	B	0.8482	0.00630
24-5629	Austin	24	B	0.8482	0.00630
24-5631	Austin	24	B	0.8482	0.00630
24-5633	Austin	24	B	0.8482	0.00630
24-5635	Austin	24	B	0.8482	0.00630
7-5535	Reserve	7	D2	0.9837	0.00731
7-5537	Reserve	7	D2	0.9837	0.00731
7-5539	Reserve	7	D2	0.9837	0.00731
7-5541	Reserve	7	D2	0.9837	0.00731
7-5543	Reserve	7	D2	0.9837	0.00731
7-5545	Reserve	7	D2	0.9837	0.00731
7-5547	Reserve	7	D2	0.9837	0.00731
7-5549	Reserve	7	D2	0.9837	0.00731
12-5190	Austin	12	B	0.8482	0.00630
12-5188	Austin	12	B	0.8482	0.00630
12-5186	Austin	12	B	0.8482	0.00630
12-5184	Austin	12	B	0.8482	0.00630
12-5182	Austin	12	B	0.8482	0.00630
12-5180	Austin	12	B	0.8482	0.00630
12-5178	Austin	12	B	0.8482	0.00630
12-5176	Austin	12	B	0.8482	0.00630
5A-5182	Ternbury	5A	R	1.3153	0.00977
5A-5178	Ternbury	5A	R	1.3153	0.00977
5A-5174	Ternbury	5A	R	1.3153	0.00977
5A-5170	Ternbury	5A	R	1.3153	0.00977

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00731
1-5513	Reserve	1	D2	0.9837	0.00731
1-5515	Reserve	1	D2	0.9837	0.00731
1-5517	Reserve	1	D2	0.9837	0.00731
1-5519	Reserve	1	D2	0.9837	0.00731
1-5521	Reserve	1	D2	0.9837	0.00731
1-5523	Reserve	1	D2	0.9837	0.00731
1-5525	Reserve	1	D2	0.9837	0.00731
8-5177	Cromwell	8	C	1.2759	0.00948
8-5181	Cromwell	8	C	1.2759	0.00948
8-5185	Cromwell	8	C+	1.3285	0.00987
8-5189	Cromwell	8	C	1.2759	0.00948
8-5193	Cromwell	8	C	1.2759	0.00948
6-5202	Tembury	6	R	1.3153	0.00977
6-5198	Tembury	6	R	1.3153	0.00977
6-5194	Tembury	6	R	1.3153	0.00977
6-5190	Tembury	6	R	1.3153	0.00977
11-5168	Reserve	11	D2	0.9837	0.00731
11-5166	Reserve	11	D2	0.9837	0.00731
11-5164	Reserve	11	D2	0.9837	0.00731
11-5162	Reserve	11	D2	0.9837	0.00731
11-5160	Reserve	11	D2	0.9837	0.00731
11-5158	Reserve	11	D2	0.9837	0.00731
11-5156	Reserve	11	D2	0.9837	0.00731
11-5154	Reserve	11	D2	0.9837	0.00731
11-5152	Reserve	11	D2	0.9837	0.00731
13-5557	Wellington	13	--	0.9534	0.00708
13-5559	Wellington	13	--	0.9534	0.00708
13-5561	Wellington	13	--	0.9534	0.00708
13-5563	Wellington	13	--	0.9534	0.00708
13-5565	Wellington	13	--	0.9534	0.00708
13-5567	Wellington	13	--	0.9534	0.00708
13-5569	Wellington	13	--	0.9534	0.00708

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
14-5155	Franklin	14	--	0.7231	0.00537
14-5157	Franklin	14	--	0.7231	0.00537
14-5159	Franklin	14	--	0.7231	0.00537
14-5161	Franklin	14	--	0.7231	0.00537
14-5163	Franklin	14	--	0.7231	0.00537
14-5165	Franklin	14	--	0.7231	0.00537
14-5167	Franklin	14	--	0.7231	0.00537
14-5169	Franklin	14	--	0.7231	0.00537
14-5171	Franklin	14	--	0.7231	0.00537
14-5173	Franklin	14	--	0.7231	0.00537
15-5577	Stansbury	15	B2	0.8218	0.00610
15-5579	Stansbury	15	B2	0.8218	0.00610
15-5581	Stansbury	15	B1	0.8218	0.00610
15-5583	Stansbury	15	B2	0.8218	0.00610
15-5585	Stansbury	15	B2	0.8218	0.00610
15-5587	Stansbury	15	B1	0.8218	0.00610
15-5589	Stansbury	15	B2	0.8218	0.00610
15-5591	Stansbury	15	B2	0.8218	0.00610
16-5147	Burke	16	--	0.9666	0.00718
16-5143	Burke	16	--	0.9666	0.00718
16-5139	Burke	16	--	0.9666	0.00718
16-5135	Burke	16	--	0.9666	0.00718

UNITS ADDED HEREBY:

9-5151	Cromwell	9	C	1.2759	0.00948
9-5155	Cromwell	9	C	1.2759	0.00948
9-5159	Cromwell	9	C	1.2759	0.00948
9-5163	Cromwell	9	C	1.2759	0.00948
9-5167	Cromwell	9	C	1.2759	0.00948
9-5169	Cromwell	9	C	1.2759	0.00948
10-5544	Reserve	10	D2	0.9837	0.00731
10-5542	Reserve	10	D2	0.9837	0.00731
10-5540	Reserve	10	D2	0.9837	0.00731
10-5538	Reserve	10	D2	0.9837	0.00731
10-5536	Reserve	10	D2	0.9837	0.00731
10-5534	Reserve	10	D2	0.9837	0.00731
10-5532	Reserve	10	D2	0.9837	0.00731
10-5530	Reserve	10	D2	0.9837	0.00731
					1.00

EXHIBIT "F"

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Ternbury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

Condominium Plat
200611080224440

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11/08/2006 4:01PM BXCONNOR LAND
Robert G. Montgomery
Franklin County Recorder

FIFTH AMENDMENT TO DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR THE FALLS AT HAYDEN RUN CONDOMINIUM

This Fifth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 31st day of October, 2006.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium recorded as Instrument 200510260225306 of the records of the Franklin County, Ohio Recorder (the "Declaration") and the Drawings filed in connection therewith recorded at Condominium Plat Book 156, pages 16-52 of the records of the Franklin County, Ohio Recorder ("Drawings").

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 recorded as Instrument Number 200603210052558 of the records of the Franklin County, Ohio Recorder ("First Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 163, Pages 70-77 of the records of the Franklin County, Ohio Recorder("First Drawings").

C. The Declaration was further amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Franklin County, Ohio Recorder ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 165, Pages 96-113, of the records of the Franklin County, Ohio Recorder ("Second Drawings").

CERTIFICATE OF AUDITOR

A copy of this Fifth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Fifth Amendment to the Drawings attached thereto, was filed with this office on Nov 8, 2006.

By: Joseph W. Testa
Auditor, Franklin County, Ohio

TRANSFERRED

NOV 0 8 2006

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 178 PAGE 37-54

1716456v3

D. The Declaration was further amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Franklin County, Ohio Recorder ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 168, Pages 28-53, of the records of the Franklin County, Ohio Recorder ("Third Drawings").

E. The Declaration was further amended to add additional Units pursuant to that certain Fourth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 14, 2006 and filed for record as Instrument Number 200608250169152 of the records of the Franklin County, Ohio Recorder ("Fourth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 174, Pages 6-20, of the records of the Franklin County, Ohio Recorder ("Fourth Drawings").

F. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant (The Falls at Hayden Run, Ltd.) desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property (hereinafter described) meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of approximately 3.711 acres is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto as "Exhibit B" and is hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto as "Exhibit C" and is hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains seven (7) residential buildings containing, in the aggregate, forty-five (45) dwelling units, expanding the Condominium to contain a total of one hundred eighty-six (186) dwelling units, each of which is called a "Unit".

The residential buildings each contain three-level (one of which levels is a basement level for some residential buildings) townhouse style dwelling units. Each Unit has a poured concrete lower level (or slab), with J-Cote waterproofing. Further, each Unit consists of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall.

Each Unit added has Limited Common Elements, which Limited Common Elements are described in greater detail in Section 7(b) herein below and are shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements which are currently a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Fifth Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto as "Exhibit D", and is hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding (as appropriate) those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, the Second Drawings, the Third Drawings and the Fourth Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added to the Condominium Property, along with all of the other land and all improvements thereon and appurtenances thereto (except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit) are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements consist of: (i) a front stoop or porch for each Unit added, (ii) the area between the rear of the Unit and the detached parking garage building (which area may include a stoop/porch area and a concrete patio, if constructed) for certain Units added, (iii) a rear deck area (if any) and two (2) parking spaces immediately outside the attached garage door opening for certain Units added, and (iv) a rear patio (if constructed) and one (1) parking space immediately outside the attached garage door opening for certain Units added. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium (as expanded hereby) as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration, adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property. In other words, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 31st day of October, 2006.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, its Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Michael J. DeAscentis II, the Manager of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 31st day of October, 2006.

_____
Notary Public

THOMAS ROBERT BROWNSE, JR., Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
FIFTH AMENDMENT

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

Beginning, for reference, at an iron pin set at a northwesterly corner of "The Falls at Hayden Run Condominium" of record in Condominium Plat Book 156, Page 16, being the southerly line of said 73.476 acre tract;

thence North 43° 18' 47" East, with the northerly line of said "The Falls at Hayden Run Condominium", a distance of 20.94 feet to an iron pin set at a point of curvature of a curve to the right;

thence continuing with said northerly line, with the arc of said curve, having a central angle of 26° 48' 46", a radius of 837.00 feet, an arc length of 391.70 feet, a chord which bears North 53° 59' 43" East, a chord distance of 388.13 feet to the TRUE POINT OF BEGINNING;

thence across said 73.476 acre tract, the following courses and distances:

North 05° 45' 39" West, a distance of 294.88 feet to a point;

North 84° 14' 21" East, a distance of 665.13 feet to a point;

South 05° 45' 39" East, a distance of 184.00 feet to a point;

South 84° 14' 21" West, a distance of 179.65 feet to a point;

South 05° 45' 39" East, a distance of 75.00 feet to a point in a northerly line of said "The Falls at Hayden Run Condominium;

thence South 84° 14' 21" West, with said northerly line, a distance of 243.04 feet to a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of 16° 50' 13", a radius of 837.00 feet, an arc length of 245.96 feet, a chord which bears South 75° 49' 20" West, a chord distance of 245.08 feet to the TRUE POINT OF BEGINNING, and containing 3.711 acres of land, more or less, being out of Auditor's Parcel number 485-273439.

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

This drawing is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

10/16/06

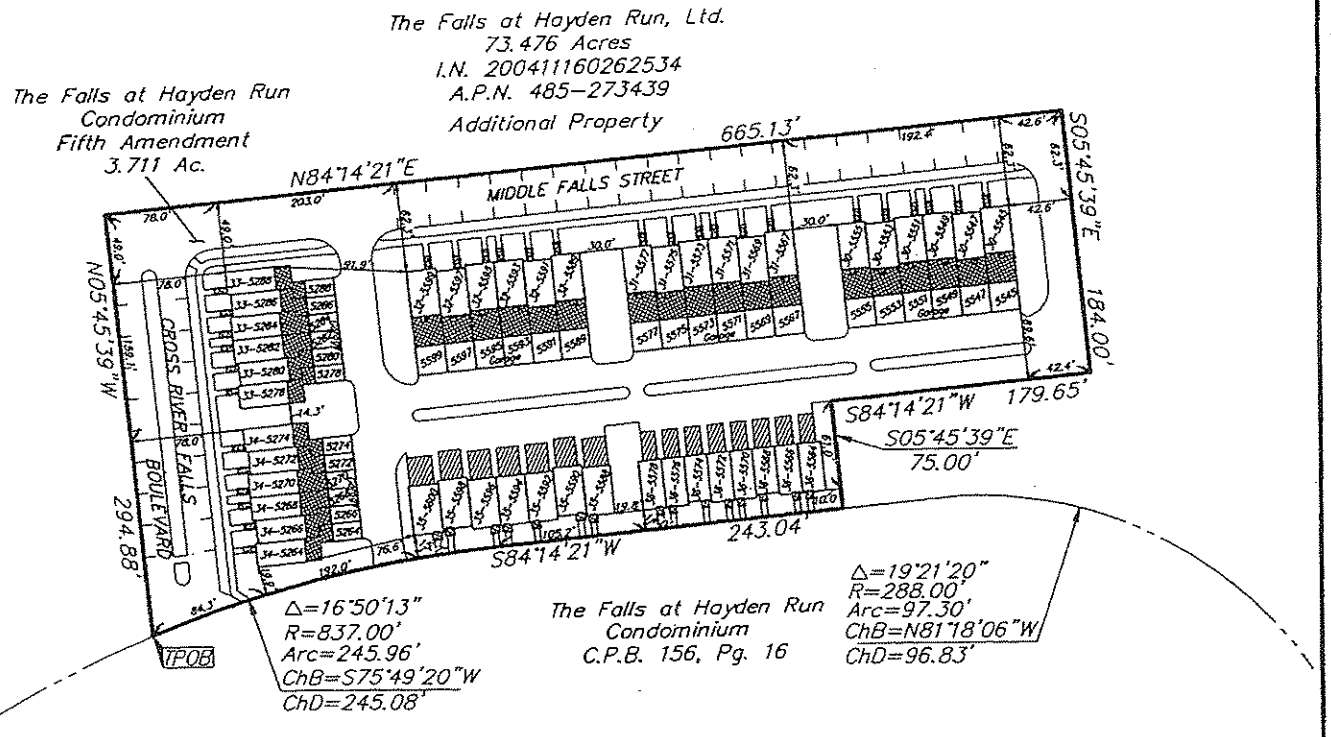
Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/October 12, 2006
3_711 ac 62075

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800
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EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
FIFTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: October 12, 2006
Scale: 1" = 100'
Job No: 2006-2075



LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

= Limited Common Element

30-5545 = Unit Designation

- = Stone Faund
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

100' 0 100' 200'

GRAPHIC SCALE (IN FEET)

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

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5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FIFTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: October 12, 2006
Scale: 1" = 200'
Job No: 2006-2075

① N05°45'39"W
1.71'

② S05°45'39"E
60.00'

③ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

④ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑤ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=N50°45'39"W
ChD=28.28'

⑥ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑦ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

⑧ Δ=24°58'05"
R=162.00'
Arc=70.60'
ChB=S06°43'22"W
ChD=70.04'

⑨ Δ=91°11'49"
R=20.00'
Arc=31.83'
ChB=S64°48'57"W
ChD=28.58'

⑩ Δ=74°19'53"
R=7.00'
Arc=9.08'
ChB=N31°24'18"E
ChD=8.46'

⑪ N05°45'39"W
12.51'

⑫ N05°45'39"W
46.00'

⑬ Δ=08°47'38"
R=762.00'
Arc=116.95'
ChB=S44°59'10"W
ChD=116.84'

⑭ Δ=84°17'33"
R=20.00'
Arc=29.42'
ChB=S82°44'07"W
ChD=26.84'

⑮ S40°35'21"W
0.99'

Ⓐ The Falls at Hayden Run Condominium
C.P.B. 156, Pg. 16

Ⓑ The Falls at Hayden Run Condominium First Amendment
C.P.B. 163, Pg. 70

Ⓒ The Falls at Hayden Run Condominium Second Amendment
C.P.B. 165, Pg. 96

Ⓓ1 The Falls at Hayden Run Condominium Third Amendment Part 1
C.P.B. 168, Pg. 28

Ⓓ2 The Falls at Hayden Run Condominium Third Amendment Part 2
C.P.B. 168, Pg. 28

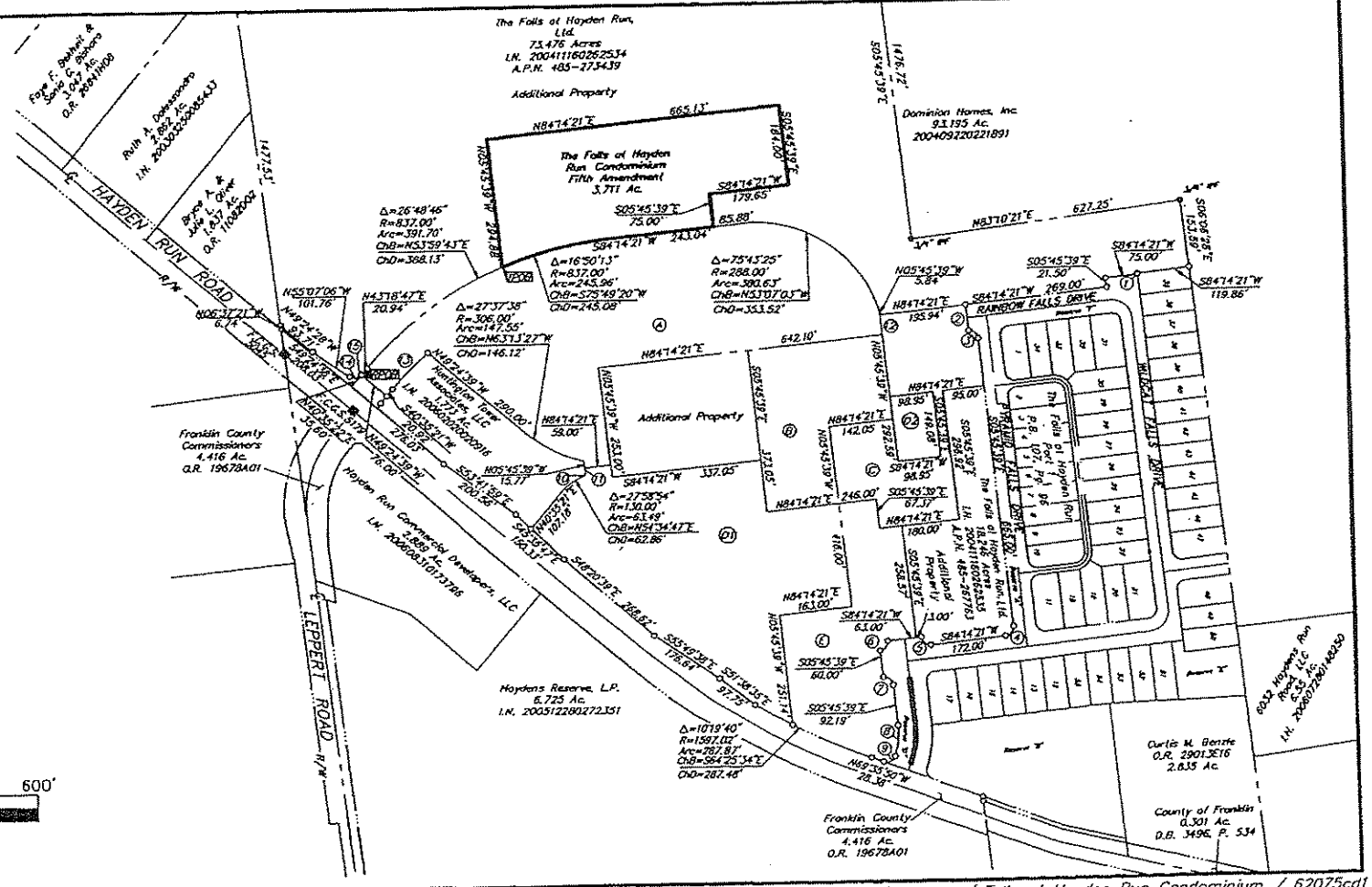
Ⓔ The Falls at Hayden Run Condominium Fourth Amendment
C.P.B. 174, Pg. 6

\\CH-DATA1\SURVEY\PROJECT\2006\2075\DWG\62075CD1.DWG<EXHIBIT C LANDSCAPE> - NO XREFS - LAST SAVED BY TBAXTER (10/12/2006 1:54:44 PM) - PLOTTED BY TBAXTER (10/12/2006 1:54:59 PM)

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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FIFTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: October 12, 2006
Scale: 1" = 300'
Job No: 2006-2075



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

Sheet 1 of 3

\\CMHDATA1\SURVEY_PROJECTS\2006\2075\DWG\2006075-EXHIBIT C SHEET 1> - NO XREFS - LAST SAVED BY TBAXTER (10/12/2006 9:16:48 AM) - PLOTTED BY TBAXTER (10/12/2006 9:16:48 AM)

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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FIFTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

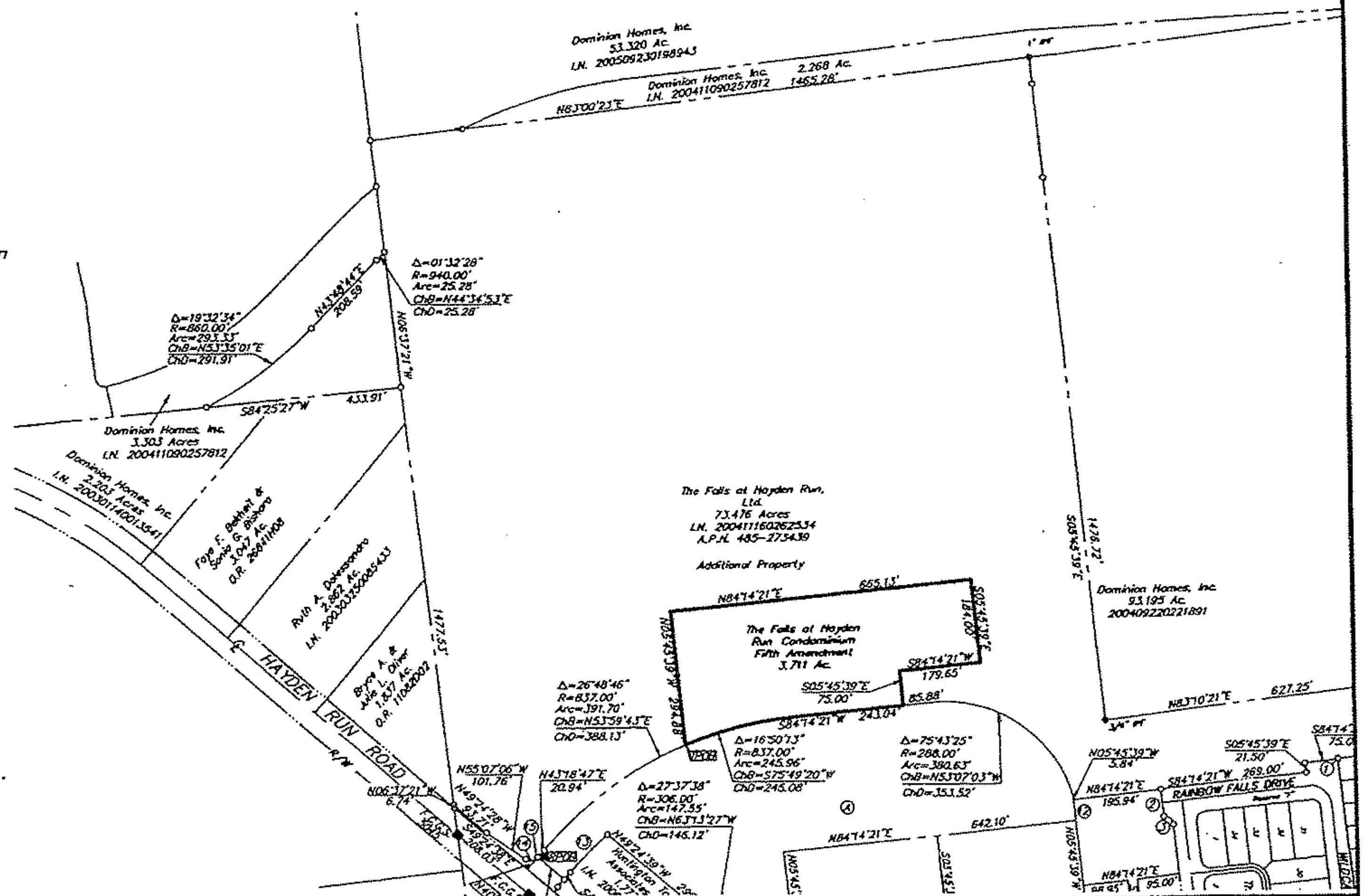
Date: October 12, 2006
Scale: 1" = 300'
Job No: 2006-2075

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND
- ○ = Stone Found
- ■ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ● = Mag. Nail Found
- ○ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ⬟ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'
GRAPHIC SCALE (IN FEET)



Falls at Hayden Run, Ltd / Falls at Hayden Run Condominium / 62075cd1

\\CMHDATA1\SURVEY\PROJECT\20062075\DWG\62075CD1.DWG<EXHIBIT C SHEET 2> - NO XREFS - LAST SAVED BY TBAXTER (9/28/2006 2:23:28 PM) - PLOTTED BY TBAXTER (9/28/2006 2:39:03 PM)

EXHIBIT "D"

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00411
17-5539	Franklin	17	--	0.7231	0.00411
17-5541	Franklin	17	--	0.7231	0.00411
17-5543	Franklin	17	--	0.7231	0.00411
17-5545	Franklin	17	--	0.7231	0.00411
17-5547	Franklin	17	--	0.7231	0.00411
17-5549	Franklin	17	--	0.7231	0.00411
17-5551	Franklin	17	--	0.7231	0.00411
18-5561	Wellington	18	--	0.9534	0.00542
18-5563	Wellington	18	--	0.9534	0.00542
18-5565	Wellington	18	--	0.9534	0.00542
18-5567	Wellington	18	--	0.9534	0.00542
18-5569	Wellington	18	--	0.9534	0.00542
18-5571	Wellington	18	--	0.9534	0.00542
18-5573	Wellington	18	--	0.9534	0.00542
19-5581	Stansbury	19	B2	0.8218	0.00468
19-5583	Stansbury	19	B2	0.8218	0.00468
19-5585	Stansbury	19	B1	0.8218	0.00468
19-5587	Stansbury	19	B2	0.8218	0.00468
19-5589	Stansbury	19	B2	0.8218	0.00468
19-5591	Stansbury	19	B1	0.8218	0.00468
19-5593	Stansbury	19	B2	0.8218	0.00468
19-5595	Stansbury	19	B2	0.8218	0.00468
20-5602	Cromwell	20	C	1.2759	0.00726
20-5606	Cromwell	20	C	1.2759	0.00726
20-5610	Cromwell	20	C	1.2759	0.00726
20-5614	Cromwell	20	C	1.2759	0.00726
21-5582	Wellington	21	--	0.9534	0.00542
21-5584	Wellington	21	--	0.9534	0.00542
21-5586	Wellington	21	--	0.9534	0.00542
21-5588	Wellington	21	--	0.9534	0.00542
21-5590	Wellington	21	--	0.9534	0.00542
21-5592	Wellington	21	--	0.9534	0.00542
21-5594	Wellington	21	--	0.9534	0.00542

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00468
22-5562	Stansbury	22	B2	0.8218	0.00468
22-5564	Stansbury	22	B1	0.8218	0.00468
22-5566	Stansbury	22	B2	0.8218	0.00468
22-5568	Stansbury	22	B2	0.8218	0.00468
22-5570	Stansbury	22	B1	0.8218	0.00468
22-5572	Stansbury	22	B2	0.8218	0.00468
22-5574	Stansbury	22	B2	0.8218	0.00468
23-5603	Reserve	23	D2	0.9837	0.00560
23-5605	Reserve	23	D2	0.9837	0.00560
23-5607	Reserve	23	D2	0.9837	0.00560
23-5609	Reserve	23	D2	0.9837	0.00560
24-5625	Austin	24	B	0.8482	0.004826
24-5627	Austin	24	B	0.8482	0.004826
24-5629	Austin	24	B	0.8482	0.004826
24-5631	Austin	24	B	0.8482	0.004826
24-5633	Austin	24	B	0.8482	0.004826
24-5635	Austin	24	B	0.8482	0.004826
7-5535	Reserve	7	D2	0.9837	0.00560
7-5537	Reserve	7	D2	0.9837	0.00560
7-5539	Reserve	7	D2	0.9837	0.00560
7-5541	Reserve	7	D2	0.9837	0.00560
7-5543	Reserve	7	D2	0.9837	0.00560
7-5545	Reserve	7	D2	0.9837	0.00560
7-5547	Reserve	7	D2	0.9837	0.00560
7-5549	Reserve	7	D2	0.9837	0.00560
12-5190	Austin	12	B	0.8482	0.004826
12-5188	Austin	12	B	0.8482	0.004826
12-5186	Austin	12	B	0.8482	0.004826
12-5184	Austin	12	B	0.8482	0.004826
12-5182	Austin	12	B	0.8482	0.004826
12-5180	Austin	12	B	0.8482	0.004826
12-5178	Austin	12	B	0.8482	0.004826
12-5176	Austin	12	B	0.8482	0.004826
5A-5182	Ternbury	5A	R	1.3153	0.00748
5A-5178	Ternbury	5A	R	1.3153	0.00748
5A-5174	Ternbury	5A	R	1.3153	0.00748
5A-5170	Ternbury	5A	R	1.3153	0.00748

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00560
1-5513	Reserve	1	D2	0.9837	0.00560
1-5515	Reserve	1	D2	0.9837	0.00560
1-5517	Reserve	1	D2	0.9837	0.00560
1-5519	Reserve	1	D2	0.9837	0.00560
1-5521	Reserve	1	D2	0.9837	0.00560
1-5523	Reserve	1	D2	0.9837	0.00560
1-5525	Reserve	1	D2	0.9837	0.00560
8-5177	Cromwell	8	C	1.2759	0.00726
8-5181	Cromwell	8	C	1.2759	0.00726
8-5185	Cromwell	8	C+	1.3285	0.00756
8-5189	Cromwell	8	C	1.2759	0.00726
8-5193	Cromwell	8	C	1.2759	0.00726
6-5202	Ternbury	6	R	1.3153	0.00748
6-5198	Ternbury	6	R	1.3153	0.00748
6-5194	Ternbury	6	R	1.3153	0.00748
6-5190	Ternbury	6	R	1.3153	0.00748
11-5168	Reserve	11	D2	0.9837	0.00560
11-5166	Reserve	11	D2	0.9837	0.00560
11-5164	Reserve	11	D2	0.9837	0.00560
11-5162	Reserve	11	D2	0.9837	0.00560
11-5160	Reserve	11	D2	0.9837	0.00560
11-5158	Reserve	11	D2	0.9837	0.00560
11-5156	Reserve	11	D2	0.9837	0.00560
11-5154	Reserve	11	D2	0.9837	0.00560
11-5152	Reserve	11	D2	0.9837	0.00560
13-5557	Wellington	13	--	0.9534	0.00542
13-5559	Wellington	13	--	0.9534	0.00542
13-5561	Wellington	13	--	0.9534	0.00542
13-5563	Wellington	13	--	0.9534	0.00542
13-5565	Wellington	13	--	0.9534	0.00542
13-5567	Wellington	13	--	0.9534	0.00542
13-5569	Wellington	13	--	0.9534	0.00542

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
14-5155	Franklin	14	--	0.7231	0.00411
14-5157	Franklin	14	--	0.7231	0.00411
14-5159	Franklin	14	--	0.7231	0.00411
14-5161	Franklin	14	--	0.7231	0.00411
14-5163	Franklin	14	--	0.7231	0.00411
14-5165	Franklin	14	--	0.7231	0.00411
14-5167	Franklin	14	--	0.7231	0.00411
14-5169	Franklin	14	--	0.7231	0.00411
14-5171	Franklin	14	--	0.7231	0.00411
14-5173	Franklin	14	--	0.7231	0.00411
15-5577	Stansbury	15	B2	0.8218	0.00468
15-5579	Stansbury	15	B2	0.8218	0.00468
15-5581	Stansbury	15	B1	0.8218	0.00468
15-5583	Stansbury	15	B2	0.8218	0.00468
15-5585	Stansbury	15	B2	0.8218	0.00468
15-5587	Stansbury	15	B1	0.8218	0.00468
15-5589	Stansbury	15	B2	0.8218	0.00468
15-5591	Stansbury	15	B2	0.8218	0.00468
16-5147	Burke	16	--	0.9666	0.00550
16-5143	Burke	16	--	0.9666	0.00550
16-5139	Burke	16	--	0.9666	0.00550
16-5135	Burke	16	--	0.9666	0.00550
9-5151	Cromwell	9	C	1.2759	0.00726
9-5155	Cromwell	9	C	1.2759	0.00726
9-5159	Cromwell	9	C	1.2759	0.00726
9-5163	Cromwell	9	C	1.2759	0.00726
9-5167	Cromwell	9	C	1.2759	0.00726
9-5169	Cromwell	9	C	1.2759	0.00726
10-5544	Reserve	10	D2	0.9837	0.00560
10-5542	Reserve	10	D2	0.9837	0.00560
10-5540	Reserve	10	D2	0.9837	0.00560
10-5538	Reserve	10	D2	0.9837	0.00560
10-5536	Reserve	10	D2	0.9837	0.00560
10-5534	Reserve	10	D2	0.9837	0.00560
10-5532	Reserve	10	D2	0.9837	0.00560
10-5530	Reserve	10	D2	0.9837	0.00560

UNITS ADDED HEREBY:

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
30-5545	Reserve	30	D2	0.9837	0.00560
30-5547	Reserve	30	D2	0.9837	0.00560
30-5549	Reserve	30	D2	0.9837	0.00560
30-5551	Reserve	30	D2	0.9837	0.00560
30-5553	Reserve	30	D2	0.9837	0.00560
30-5555	Reserve	30	D2	0.9837	0.00560
31-5567	Reserve	31	D2	0.9837	0.00560
31-5569	Reserve	31	D2	0.9837	0.00560
31-5571	Reserve	31	D2	0.9837	0.00560
31-5573	Reserve	31	D2	0.9837	0.00560
31-5575	Reserve	31	D2	0.9837	0.00560
31-5577	Reserve	31	D2	0.9837	0.00560
32-5589	Reserve	32	D2	0.9837	0.00560
32-5591	Reserve	32	D2	0.9837	0.00560
32-5593	Reserve	32	D2	0.9837	0.00560
32-5595	Reserve	32	D2	0.9837	0.00560
32-5597	Reserve	32	D2	0.9837	0.00560
32-5599	Reserve	32	D2	0.9837	0.00560
33-5288	Austin	33	B	0.8482	0.004826
33-5286	Austin	33	B	0.8482	0.004826
33-5284	Austin	33	B	0.8482	0.004826
33-5282	Austin	33	B	0.8482	0.004826
33-5280	Austin	33	B	0.8482	0.004826
33-5278	Austin	33	B	0.8482	0.004826
34-5274	Austin	34	B	0.8482	0.004826
34-5272	Austin	34	B	0.8482	0.004826
34-5270	Austin	34	B	0.8482	0.004826
34-5268	Austin	34	B	0.8482	0.004826
34-5266	Austin	34	B	0.8482	0.004826
34-5264	Austin	34	B	0.8482	0.004826
35-5600	Wellington	35	--	0.9534	0.00542
35-5598	Wellington	35	--	0.9534	0.00542
35-5596	Wellington	35	--	0.9534	0.00542
35-5594	Wellington	35	--	0.9534	0.00542
35-5592	Wellington	35	--	0.9534	0.00542
35-5590	Wellington	35	--	0.9534	0.00542
35-5588	Wellington	35	--	0.9534	0.00542

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
36-5578	Stansbury	36	B2	0.8218	0.00468
36-5576	Stansbury	36	B2	0.8218	0.00468
36-5574	Stansbury	36	B1	0.8218	0.00468
36-5572	Stansbury	36	B2	0.8218	0.00468
36-5570	Stansbury	36	B2	0.8218	0.00468
36-5568	Stansbury	36	B1	0.8218	0.00468
36-5566	Stansbury	36	B2	0.8218	0.00468
36-5564	Stansbury	36	B2	0.8218	0.00468
					1.00

EXHIBIT "F"

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Tembury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

ROBERT G MONTGOMERY
FRANKLIN COUNTY RECORDER
373 S HIGH ST 18TH FLOOR
COLUMBUS OH 43215

Condominium Declaration
200611080224434



200611080224440
Pgs: 10 $777.60 T20060082756
11/08/2006 4:02PM BXCONNOR LAND
Robert G. Montgomery
Franklin County Recorder

An instrument has been recorded and filmed in

(Zoning Plat (Condo))

Book number 178 Page number 39-54

Scott Bowman
Deputy Recorder

11-8-06
Date

Condo Plat 200701030001225

200701030001222
Pgs: 28 $240.00 T20070000522
01/03/2007 11:21AM BXCONNOR LAND
Robert G. Montgomery
Franklin County Recorder

SIXTH AMENDMENT TO DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR THE FALLS AT HAYDEN RUN CONDOMINIUM

This Sixth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 20th day of December, 2006.

CONNOR LAND

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium recorded as Instrument 200510260225306 of the records of the Franklin County, Ohio Recorder (the "Declaration") and the Drawings filed in connection therewith recorded at Condominium Plat Book 156, pages 16-52 of the records of the Franklin County, Ohio Recorder ("Drawings").

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 recorded as Instrument Number 200603210052558 of the records of the Franklin County, Ohio Recorder ("First Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 163, Pages 70-77 of the records of the Franklin County, Ohio Recorder("First Drawings").

C. The Declaration was further amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Franklin County, Ohio Recorder ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 165, Pages 96-113, of the records of the Franklin County, Ohio Recorder ("Second Drawings").

CERTIFICATE OF AUDITOR

A copy of this Sixth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Sixth Amendment to the Drawings attached thereto, was filed with this office on Jan. 3, 2007.

By: Joseph W. Testa / Gene E. Fenning
Auditor, Franklin County, Ohio

TRANSFERRED

JAN 03 2007

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 180 PAGE 68-73

1793679v3

D. The Declaration was further amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Franklin County, Ohio Recorder ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 168, Pages 28-53, of the records of the Franklin County, Ohio Recorder ("Third Drawings").

E. The Declaration was further amended to add additional Units pursuant to that certain Fourth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 14, 2006 and filed for record as Instrument Number 200608250169152 of the records of the Franklin County, Ohio Recorder ("Fourth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 174, Pages 6-20, of the records of the Franklin County, Ohio Recorder ("Fourth Drawings").

F. The Declaration was further amended to add additional Units pursuant to that certain Fifth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 31, 2006 and filed for record as Instrument Number 200611080224434 of the records of the Franklin County, Ohio Recorder ("Fifth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 178, Pages 37-54, of the records of the Franklin County, Ohio Recorder ("Fifth Drawings").

G. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant (The Falls at Hayden Run, Ltd.) desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property (hereinafter described) meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of approximately 1.372 acres is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto as "Exhibit B" and is hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto as "Exhibit C" and is hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains three (3) residential buildings containing, in the aggregate, nineteen (19) dwelling units, expanding the Condominium to contain a total of two hundred five (205) dwelling units, each of which is called a "Unit".

The residential buildings each contain three-level (one of which levels is a basement level for some residential buildings) townhouse style dwelling units. Each Unit has a poured concrete lower level (or slab), with J-Cote waterproofing. Further, each Unit consists of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall.

Each Unit added has Limited Common Elements, which Limited Common Elements are described in greater detail in Section 7(b) herein below and are shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements which are currently a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Sixth Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto as "Exhibit D", and is hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding (as appropriate) those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, the Second Drawings, the Third Drawings, the Fourth Drawings and the Fifth Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added to the Condominium Property, along with all of the other land and all improvements thereon and appurtenances thereto (except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit) are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements consist of: (i) a front stoop or porch for each Unit added, (ii) the area between the rear of the Unit and the detached parking garage building, which area may include a stoop/porch area and a concrete patio, if constructed, for certain Units added and (iii) a rear deck area (if any) and two (2) parking spaces immediately outside the attached garage door opening for certain Units added. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium (as expanded hereby) as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration, adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property. In other words, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 20th day of December, 2006.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
L. Brent Miller, its President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by L. Brent Miller, the President of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 20th day of December, 2006.

_____
Notary Public

THOMAS ROBERT BROWNLEE, JR., Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
SIXTH AMENDMENT

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at a southeasterly corner of "The Falls at Hayden Run Condominium Fifth Amendment" of record in Condominium Plat Book 178, Page 37, being the northerly line of "The Falls at Hayden Run Condominium" of record in Condominium Plat Book 156, Page 16;

thence North 05° 45' 39" West, with the easterly line of said "The Falls at Hayden Run Condominium Fifth Amendment", a distance of 75.00 feet to a corner thereof;

thence North 84° 14' 21" East, with a southerly line of said "The Falls at Hayden Run Condominium Fifth Amendment", a distance of 179.65 feet to a southeasterly corner thereof;

thence North 05° 45' 39" West, with an easterly line of said "The Falls at Hayden Run Condominium Fifth Amendment", a distance of 184.00 feet to a northeasterly corner thereof;

thence across said 73.476 acre tract, the following courses and distances:

North 84° 14' 21" East, a distance of 141.00 feet to a point;

South 05° 45' 39" East, a distance of 239.22 feet to a point;

South 03° 17' 17" East, a distance of 58.57 feet to a point of curvature to the right;

with the arc of said curve, having a central angle of 26° 31' 07", a radius of 166.00 feet, an arc length of 76.83 feet, a chord which bears South 17° 30' 38" West, a chord distance of 76.15 feet to a point on the arc of a curve to the left, being the northerly line of said "The Falls at Hayden Run Condominium";

thence with said northerly line, with the arc of said curve, having a central angle of 46° 57' 51", a radius of 288.00 feet, an arc length of 236.07 feet, a chord which bears North 67° 29' 50" West, a chord distance of 229.53 feet to a point of tangency;

thence South 84° 14' 21" West, continuing with said northerly line, a distance of 85.88 feet to the POINT OF BEGINNING, and containing 1.372 acres of land, more or less, being out of Auditor's Parcel number 485-273439.

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

This drawing is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

STATE OF OHIO
EDWARD J. MILLER
8250
REGISTERED PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON & TILTON, INC.

12/19/06

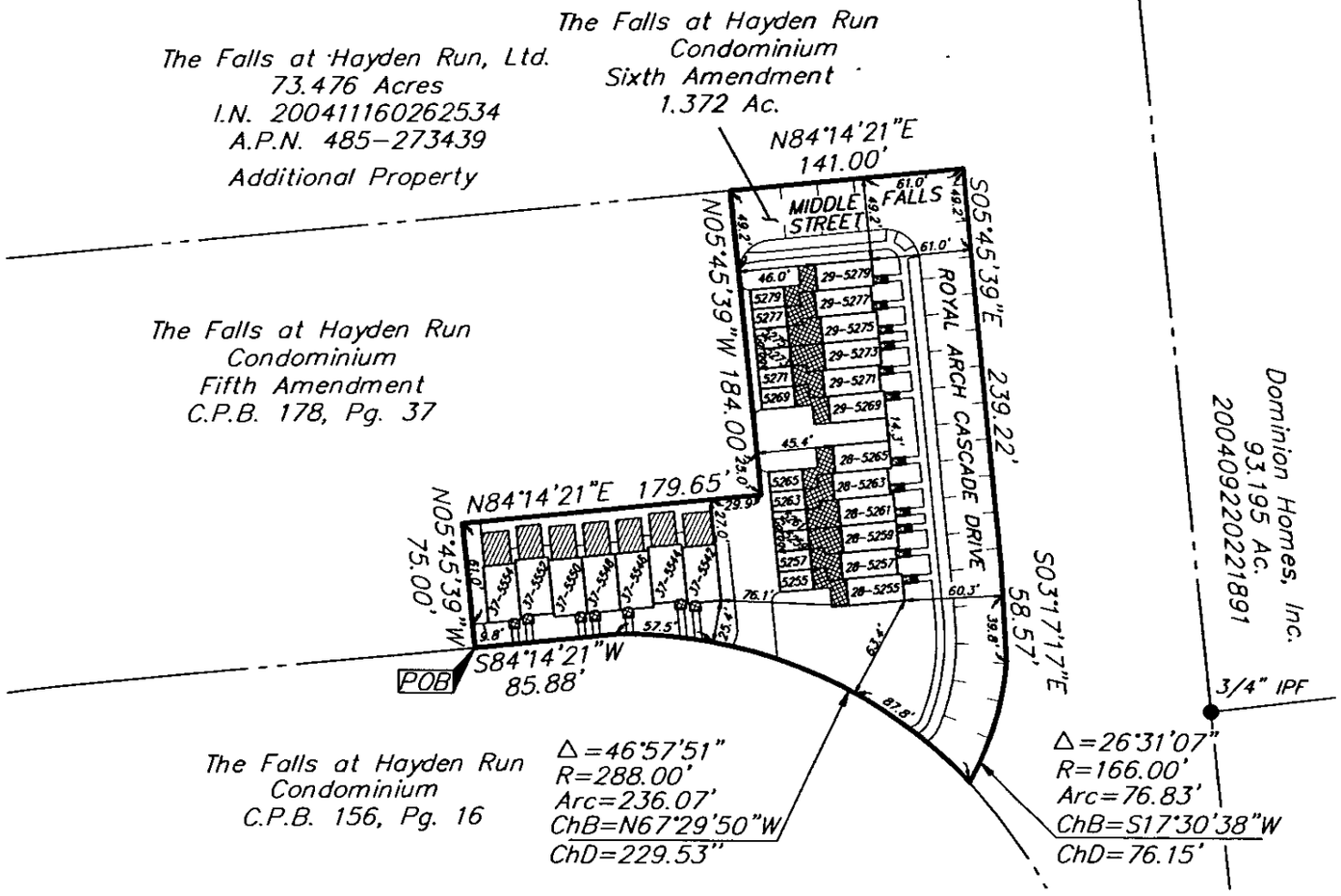
Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/December 2, 2006
1_372 ac 62468

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800
M C M X X V I

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
SIXTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: December 19, 2006
Scale: 1" = 100'
Job No: 2006-2468



LEGEND

Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

= Limited Common Element

28-5255 = Unit Designation

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

100' 0 100' 200'

GRAPHIC SCALE (IN FEET)

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

\\CMHDATA1\SURVEY\PROJECT\2006\2468\DWG\62468CD1.DWG<EXHIBIT B LANDSCAPE> - NO XREFS - LAST SAVED BY TBAXTER [12/15/2006 7:58:53 AM] - PLOTTED BY TBAXTER [12/15/2006 7:59:08 AM]

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SIXTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date:	December 19, 2006
Scale:	1" = 300'
Job No:	2006-2468

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, estoblished by the Franklin County Engineering Deportment, using Global Positioning System procedures and equipment.

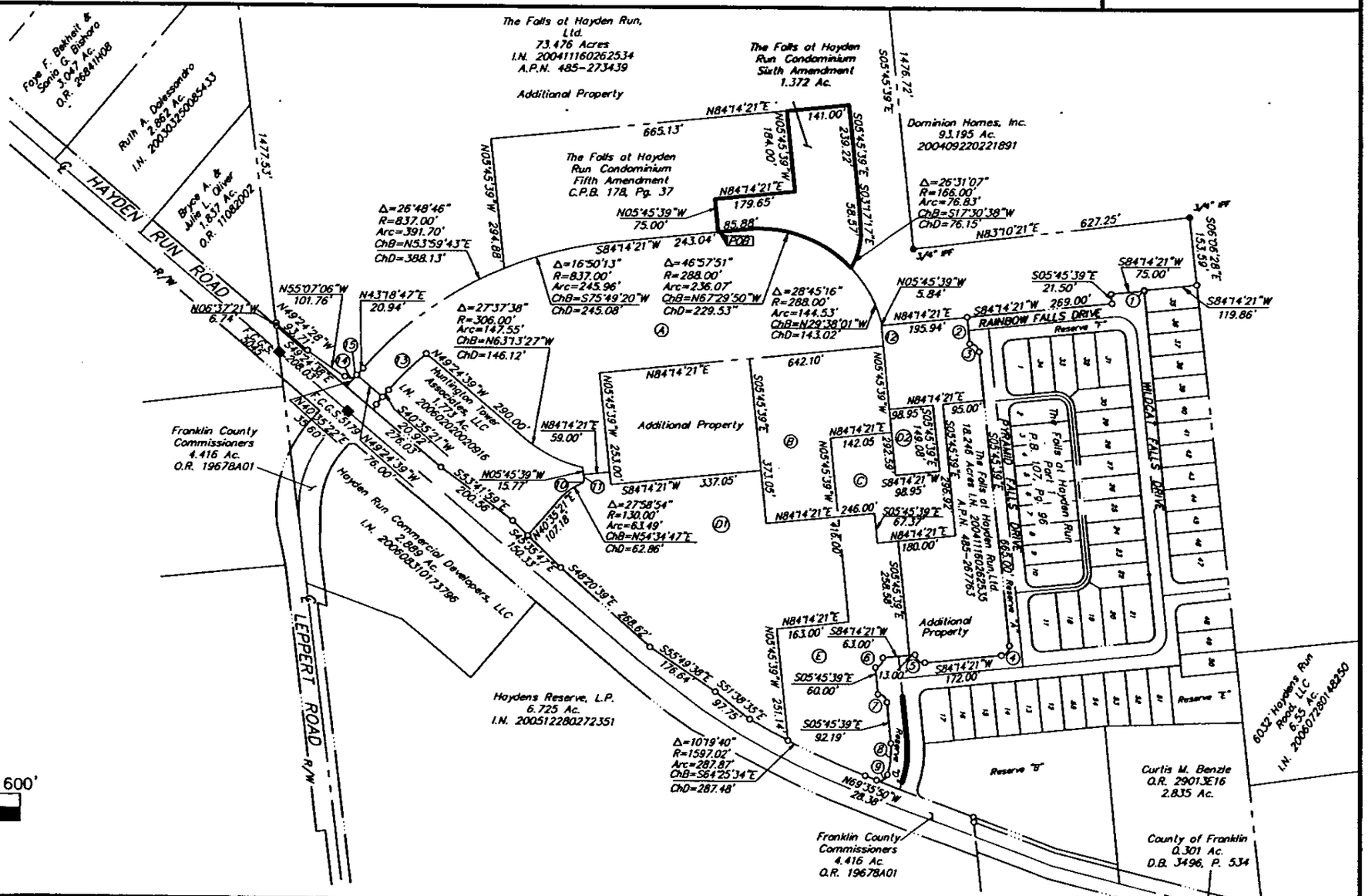
LEGEND

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iran Pin Set
- = Mag. Noil Found
- = Mag. Noil Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

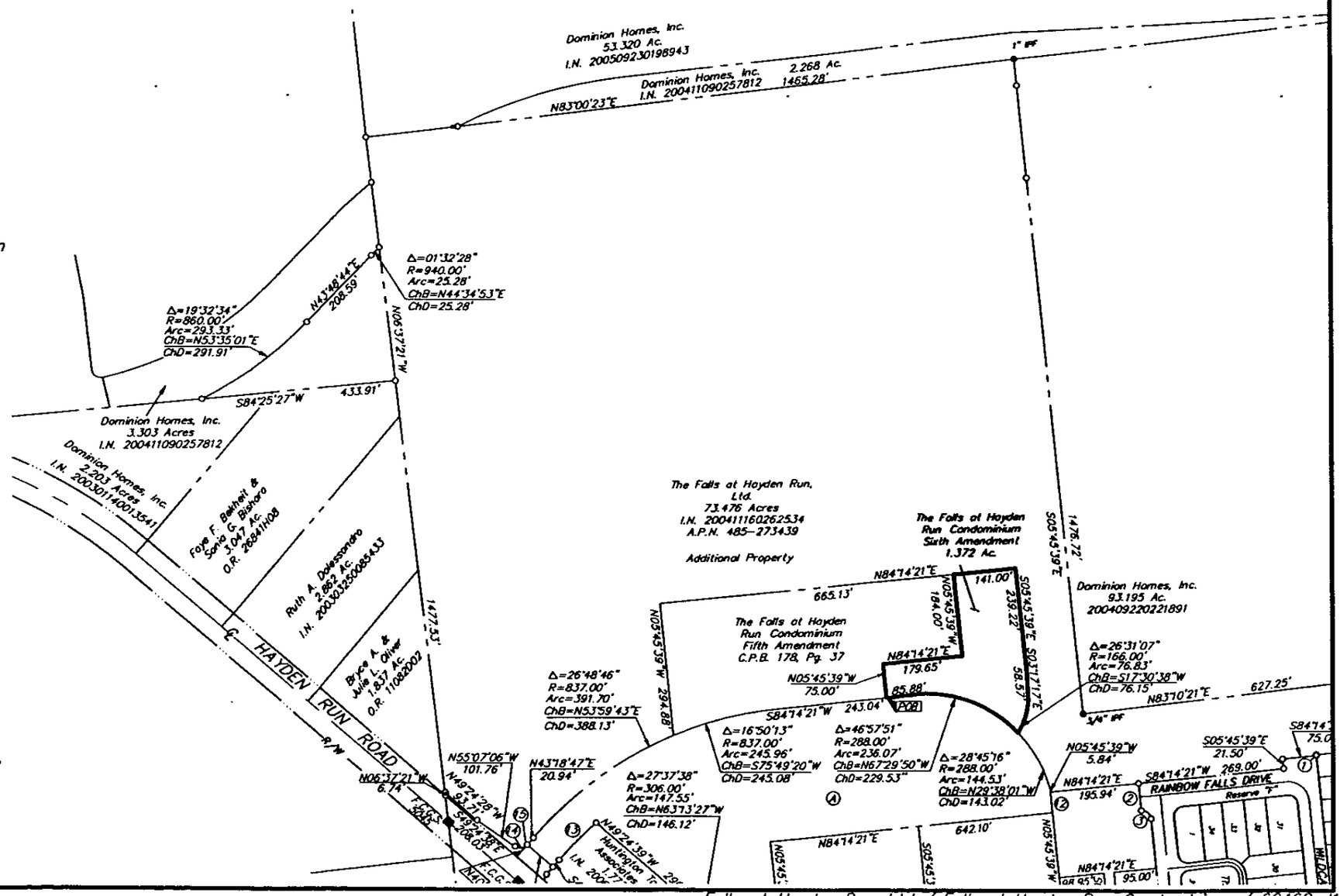
GRAPHIC SCALE (IN FEET)



EMH&T
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Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SIXTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: December 19, 2006
Scale: 1" = 300'
Job No: 2006-2468



BASIS OF BEARINGS: Bearings ore based an the Ohio State Plane Coordinote System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Fronklin County Engineering Deportment, using Globol Positioning System procedures and equipment.

LEGEND

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railrood Spike Set
- = P.K. Noil Found

I.P. Set ore 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

\\CANDATA\SURVEY\PROJECT\2006\2468\DWG\6246BCD1.DWG<EXHIBIT C SHEET 2> - NO XREFS - LAST SAVED BY TBAXTER [12/19/2006 8:31:00 AM] - PLOTTED BY TBAXTER [12/19/2006 8:34:47 AM]

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SIXTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: December 19, 2006
Scale: 1" = 200'
Job No: 2006-2468

① N05°45'39"W
1.71'

② S05°45'39"E
60.00'

③ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

④ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑤ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=N50°45'39"W
ChD=28.28'

⑥ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑦ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

⑧ Δ=24°58'05"
R=162.00'
Arc=70.60'
ChB=S06°43'22"W
ChD=70.04'

⑨ Δ=91°11'49"
R=20.00'
Arc=31.83'
ChB=S64°48'57"W
ChD=28.58'

⑩ Δ=74°19'53"
R=7.00'
Arc=9.08'
ChB=N31°24'18"E
ChD=8.46'

⑪ N05°45'39"W
12.51'

⑫ N05°45'39"W
46.00'

⑬ Δ=08°47'38"
R=762.00'
Arc=116.95'
ChB=S44°59'10"W
ChD=116.84'

⑭ Δ=84°17'33"
R=20.00'
Arc=29.42'
ChB=S82°44'07"W
ChD=26.84'

⑮ S40°35'21"W
0.99'

Ⓐ The Falls at Hayden Run Condominium C.P.B. 156, Pg. 16

Ⓑ The Falls at Hayden Run Condominium First Amendment C.P.B. 163, Pg. 70

Ⓒ The Falls of Hayden Run Condominium Second Amendment C.P.B. 165, Pg. 96

Ⓓ1 The Falls at Hayden Run Condominium Third Amendment Part 1 C.P.B. 168, Pg. 28

Ⓓ2 The Falls of Hayden Run Condominium Third Amendment Part 2 C.P.B. 168, Pg. 28

Ⓔ The Falls of Hayden Run Condominium Fourth Amendment C.P.B. 174, Pg. 6

Sheet 3 of 3

\\CHADATA1\SURVEY\PROJECT\2006\2468\DWG\62468CD1.DWG<EXHIBIT C LANDSCAPE> - NO XREFS - LAST SAVED BY IBAXTER 12/19/2006 8:30:00 AM - PLOTTED BY IBAXTER 12/19/2006 8:30:00 AM

EXHIBIT "D"

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00375
17-5539	Franklin	17	--	0.7231	0.00375
17-5541	Franklin	17	--	0.7231	0.00375
17-5543	Franklin	17	--	0.7231	0.00375
17-5545	Franklin	17	--	0.7231	0.00375
17-5547	Franklin	17	--	0.7231	0.00375
17-5549	Franklin	17	--	0.7231	0.00375
17-5551	Franklin	17	--	0.7231	0.00375
18-5561	Wellington	18	--	0.9534	0.00495
18-5563	Wellington	18	--	0.9534	0.00495
18-5565	Wellington	18	--	0.9534	0.00495
18-5567	Wellington	18	--	0.9534	0.00495
18-5569	Wellington	18	--	0.9534	0.00495
18-5571	Wellington	18	--	0.9534	0.00495
18-5573	Wellington	18	--	0.9534	0.00495
19-5581	Stansbury	19	B2	0.8218	0.00427
19-5583	Stansbury	19	B2	0.8218	0.00427
19-5585	Stansbury	19	B1	0.8218	0.00427
19-5587	Stansbury	19	B2	0.8218	0.00427
19-5589	Stansbury	19	B2	0.8218	0.00427
19-5591	Stansbury	19	B1	0.8218	0.00427
19-5593	Stansbury	19	B2	0.8218	0.00427
19-5595	Stansbury	19	B2	0.8218	0.00427
20-5602	Cromwell	20	C	1.2759	0.00662
20-5606	Cromwell	20	C	1.2759	0.00662
20-5610	Cromwell	20	C	1.2759	0.00662
20-5614	Cromwell	20	C	1.2759	0.00662
21-5582	Wellington	21	--	0.9534	0.00495
21-5584	Wellington	21	--	0.9534	0.00495
21-5586	Wellington	21	--	0.9534	0.00495
21-5588	Wellington	21	--	0.9534	0.00495
21-5590	Wellington	21	--	0.9534	0.00495
21-5592	Wellington	21	--	0.9534	0.00495
21-5594	Wellington	21	--	0.9534	0.00495

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00427
22-5562	Stansbury	22	B2	0.8218	0.00427
22-5564	Stansbury	22	B1	0.8218	0.00427
22-5566	Stansbury	22	B2	0.8218	0.00427
22-5568	Stansbury	22	B2	0.8218	0.00427
22-5570	Stansbury	22	B1	0.8218	0.00427
22-5572	Stansbury	22	B2	0.8218	0.00427
22-5574	Stansbury	22	B2	0.8218	0.00427
23-5603	Reserve	23	D2	0.9837	0.00511
23-5605	Reserve	23	D2	0.9837	0.00511
23-5607	Reserve	23	D2	0.9837	0.00511
23-5609	Reserve	23	D2	0.9837	0.00511
24-5625	Austin	24	B	0.8482	0.00440
24-5627	Austin	24	B	0.8482	0.00440
24-5629	Austin	24	B	0.8482	0.00440
24-5631	Austin	24	B	0.8482	0.00440
24-5633	Austin	24	B	0.8482	0.00440
24-5635	Austin	24	B	0.8482	0.00440
7-5535	Reserve	7	D2	0.9837	0.00511
7-5537	Reserve	7	D2	0.9837	0.00511
7-5539	Reserve	7	D2	0.9837	0.00511
7-5541	Reserve	7	D2	0.9837	0.00511
7-5543	Reserve	7	D2	0.9837	0.00511
7-5545	Reserve	7	D2	0.9837	0.00511
7-5547	Reserve	7	D2	0.9837	0.00511
7-5549	Reserve	7	D2	0.9837	0.00511
12-5190	Austin	12	B	0.8482	0.00440
12-5188	Austin	12	B	0.8482	0.00440
12-5186	Austin	12	B	0.8482	0.00440
12-5184	Austin	12	B	0.8482	0.00440
12-5182	Austin	12	B	0.8482	0.00440
12-5180	Austin	12	B	0.8482	0.00440
12-5178	Austin	12	B	0.8482	0.00440
12-5176	Austin	12	B	0.8482	0.00440
5A-5182	Ternbury	5A	R	1.3153	0.00683
5A-5178	Ternbury	5A	R	1.3153	0.00683
5A-5174	Ternbury	5A	R	1.3153	0.00683
5A-5170	Ternbury	5A	R	1.3153	0.00683

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00511
1-5513	Reserve	1	D2	0.9837	0.00511
1-5515	Reserve	1	D2	0.9837	0.00511
1-5517	Reserve	1	D2	0.9837	0.00511
1-5519	Reserve	1	D2	0.9837	0.00511
1-5521	Reserve	1	D2	0.9837	0.00511
1-5523	Reserve	1	D2	0.9837	0.00511
1-5525	Reserve	1	D2	0.9837	0.00511
8-5177	Cromwell	8	C	1.2759	0.00662
8-5181	Cromwell	8	C	1.2759	0.00662
8-5185	Cromwell	8	C+	1.3285	0.00690
8-5189	Cromwell	8	C	1.2759	0.00662
8-5193	Cromwell	8	C	1.2759	0.00662
6-5202	Ternbury	6	R	1.3153	0.00683
6-5198	Ternbury	6	R	1.3153	0.00683
6-5194	Ternbury	6	R	1.3153	0.00683
6-5190	Ternbury	6	R	1.3153	0.00683
11-5168	Reserve	11	D2	0.9837	0.00511
11-5166	Reserve	11	D2	0.9837	0.00511
11-5164	Reserve	11	D2	0.9837	0.00511
11-5162	Reserve	11	D2	0.9837	0.00511
11-5160	Reserve	11	D2	0.9837	0.00511
11-5158	Reserve	11	D2	0.9837	0.00511
11-5156	Reserve	11	D2	0.9837	0.00511
11-5154	Reserve	11	D2	0.9837	0.00511
11-5152	Reserve	11	D2	0.9837	0.00511
13-5557	Wellington	13	--	0.9534	0.00495
13-5559	Wellington	13	--	0.9534	0.00495
13-5561	Wellington	13	--	0.9534	0.00495
13-5563	Wellington	13	--	0.9534	0.00495
13-5565	Wellington	13	--	0.9534	0.00495
13-5567	Wellington	13	--	0.9534	0.00495
13-5569	Wellington	13	--	0.9534	0.00495

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
14-5155	Franklin	14	--	0.7231	0.00375
14-5157	Franklin	14	--	0.7231	0.00375
14-5159	Franklin	14	--	0.7231	0.00375
14-5161	Franklin	14	--	0.7231	0.00375
14-5163	Franklin	14	--	0.7231	0.00375
14-5165	Franklin	14	--	0.7231	0.00375
14-5167	Franklin	14	--	0.7231	0.00375
14-5169	Franklin	14	--	0.7231	0.00375
14-5171	Franklin	14	--	0.7231	0.00375
14-5173	Franklin	14	--	0.7231	0.00375
15-5577	Stansbury	15	B2	0.8218	0.00427
15-5579	Stansbury	15	B2	0.8218	0.00427
15-5581	Stansbury	15	B1	0.8218	0.00427
15-5583	Stansbury	15	B2	0.8218	0.00427
15-5585	Stansbury	15	B2	0.8218	0.00427
15-5587	Stansbury	15	B1	0.8218	0.00427
15-5589	Stansbury	15	B2	0.8218	0.00427
15-5591	Stansbury	15	B2	0.8218	0.00427
16-5147	Burke	16	--	0.9666	0.00502
16-5143	Burke	16	--	0.9666	0.00502
16-5139	Burke	16	--	0.9666	0.00502
16-5135	Burke	16	--	0.9666	0.00502
9-5151	Cromwell	9	C	1.2759	0.00662
9-5155	Cromwell	9	C	1.2759	0.00662
9-5159	Cromwell	9	C	1.2759	0.00662
9-5163	Cromwell	9	C	1.2759	0.00662
9-5167	Cromwell	9	C	1.2759	0.00662
9-5169	Cromwell	9	C	1.2759	0.00662
10-5544	Reserve	10	D2	0.9837	0.00511
10-5542	Reserve	10	D2	0.9837	0.00511
10-5540	Reserve	10	D2	0.9837	0.00511
10-5538	Reserve	10	D2	0.9837	0.00511
10-5536	Reserve	10	D2	0.9837	0.00511
10-5534	Reserve	10	D2	0.9837	0.00511
10-5532	Reserve	10	D2	0.9837	0.00511
10-5530	Reserve	10	D2	0.9837	0.00511

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
30-5545	Reserve	30	D2	0.9837	0.00511
30-5547	Reserve	30	D2	0.9837	0.00511
30-5549	Reserve	30	D2	0.9837	0.00511
30-5551	Reserve	30	D2	0.9837	0.00511
30-5553	Reserve	30	D2	0.9837	0.00511
30-5555	Reserve	30	D2	0.9837	0.00511
31-5567	Reserve	31	D2	0.9837	0.00511
31-5569	Reserve	31	D2	0.9837	0.00511
31-5571	Reserve	31	D2	0.9837	0.00511
31-5573	Reserve	31	D2	0.9837	0.00511
31-5575	Reserve	31	D2	0.9837	0.00511
31-5577	Reserve	31	D2	0.9837	0.00511
32-5589	Reserve	32	D2	0.9837	0.00511
32-5591	Reserve	32	D2	0.9837	0.00511
32-5593	Reserve	32	D2	0.9837	0.00511
32-5595	Reserve	32	D2	0.9837	0.00511
32-5597	Reserve	32	D2	0.9837	0.00511
32-5599	Reserve	32	D2	0.9837	0.00511
33-5288	Austin	33	B	0.8482	0.00440
33-5286	Austin	33	B	0.8482	0.00440
33-5284	Austin	33	B	0.8482	0.00440
33-5282	Austin	33	B	0.8482	0.00440
33-5280	Austin	33	B	0.8482	0.00440
33-5278	Austin	33	B	0.8482	0.00440
34-5274	Austin	34	B	0.8482	0.00440
34-5272	Austin	34	B	0.8482	0.00440
34-5270	Austin	34	B	0.8482	0.00440
34-5268	Austin	34	B	0.8482	0.00440
34-5266	Austin	34	B	0.8482	0.00440
34-5264	Austin	34	B	0.8482	0.00440
35-5600	Wellington	35	--	0.9534	0.00495
35-5598	Wellington	35	--	0.9534	0.00495
35-5596	Wellington	35	--	0.9534	0.00495
35-5594	Wellington	35	--	0.9534	0.00495
35-5592	Wellington	35	--	0.9534	0.00495
35-5590	Wellington	35	--	0.9534	0.00495
35-5588	Wellington	35	--	0.9534	0.00495

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
36-5578	Stansbury	36	B2	0.8218	0.00427
36-5576	Stansbury	36	B2	0.8218	0.00427
36-5574	Stansbury	36	B1	0.8218	0.00427
36-5572	Stansbury	36	B2	0.8218	0.00427
36-5570	Stansbury	36	B2	0.8218	0.00427
36-5568	Stansbury	36	B1	0.8218	0.00427
36-5566	Stansbury	36	B2	0.8218	0.00427
36-5564	Stansbury	36	B2	0.8218	0.00427

UNITS ADDED HEREBY:

28-5255	Austin	28	B	0.8482	0.00440
28-5257	Austin	28	B	0.8482	0.00440
28-5259	Austin	28	B	0.8482	0.00440
28-5261	Austin	28	B	0.8482	0.00440
28-5263	Austin	28	B	0.8482	0.00440
28-5265	Austin	28	B	0.8482	0.00440
29-5269	Austin	29	B	0.8482	0.00440
29-5271	Austin	29	B	0.8482	0.00440
29-5273	Austin	29	B	0.8482	0.00440
29-5275	Austin	29	B	0.8482	0.00440
29-5277	Austin	29	B	0.8482	0.00440
29-5279	Austin	29	B	0.8482	0.00440
37-5554	Wellington	37	--	0.9534	0.00495
37-5552	Wellington	37	--	0.9534	0.00495
37-5550	Wellington	37	--	0.9534	0.00495
37-5548	Wellington	37	--	0.9534	0.00495
37-5546	Wellington	37	--	0.9534	0.00495
37-5544	Wellington	37	--	0.9534	0.00495
37-5542	Wellington	37	--	0.9534	0.00495
					1.00

EXHIBIT "F"

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	I.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Ternbury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

200703010035542
Pgs: 32 $268.00 T20070013592
03/01/2007 11:06AM BXCONNOR LAND
Robert G. Montgomery
Franklin County Recorder

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 182 PAGE 91-117
Condominium Plat
200703010035546

SEVENTH AMENDMENT
TO
DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
FOR
THE FALLS AT HAYDEN RUN CONDOMINIUM

This Seventh Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 19th day of February, 2007.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium recorded as Instrument 200510260225306 of the records of the Franklin County, Ohio Recorder (the "Declaration") and the Drawings filed in connection therewith recorded at Condominium Plat Book 156, pages 16-52 of the records of the Franklin County, Ohio Recorder ("Drawings").

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 recorded as Instrument Number 200603210052558 of the records of the Franklin County, Ohio Recorder ("First Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 163, Pages 70-77 of the records of the Franklin County, Ohio Recorder("First Drawings").

C. The Declaration was further amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Franklin County, Ohio Recorder ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 165, Pages 96-113, of the records of the Franklin County, Ohio Recorder ("Second Drawings").

CERTIFICATE OF AUDITOR

A copy of this Seventh Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Seventh Amendment to the Drawings attached thereto, was filed with this office on March 1, 2007.

By: Joseph W. Testa / Gene E. Jennings
Auditor, Franklin County, Ohio

TRANSFERRED

MAR 0 1 2007

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

D. The Declaration was further amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Franklin County, Ohio Recorder ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 168, Pages 28-53, of the records of the Franklin County, Ohio Recorder ("Third Drawings").

E. The Declaration was further amended to add additional Units pursuant to that certain Fourth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 14, 2006 and filed for record as Instrument Number 200608250169152 of the records of the Franklin County, Ohio Recorder ("Fourth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 174, Pages 6-20, of the records of the Franklin County, Ohio Recorder ("Fourth Drawings").

F. The Declaration was further amended to add additional Units pursuant to that certain Fifth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 31, 2006 and filed for record as Instrument Number 200611080224434 of the records of the Franklin County, Ohio Recorder ("Fifth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 178, Pages 37-54, of the records of the Franklin County, Ohio Recorder ("Fifth Drawings").

G. The Declaration was further amended to add additional Units pursuant to that certain Sixth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated December 20, 2006 and filed for record as Instrument Number 200701030001222 of the records of the Franklin County, Ohio Recorder ("Sixth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 180, Pages 68-73, of the records of the Franklin County, Ohio Recorder ("Sixth Drawings").

H. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant (The Falls at Hayden Run, Ltd.) desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property (hereinafter described) meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of approximately 4.786 acres, more or less, comprised of one approximately 4.461 acre tract and one approximately 0.325 acre tract, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto as "Exhibit B" and is hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto as "Exhibit C" and is hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains nine (9) residential buildings containing, in the aggregate, sixty-five (65) dwelling units, expanding the Condominium to contain a total of two hundred seventy (270) dwelling units, each of which is called a "Unit".

The residential buildings each contain two-level and three-level (one of which levels is a basement level for some residential buildings) townhouse style dwelling units. Each Unit has a poured concrete lower level (or slab), with J-Cote waterproofing. Further, each Unit consists of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall.

Each Unit added has Limited Common Elements, which Limited Common Elements are described in greater detail in Section 7(b) herein below and are shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements which are currently a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Sixth Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto as "Exhibit D", and is hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding (as appropriate) those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, the Second Drawings, the Third Drawings, the Fourth Drawings, the Fifth Drawings and the Sixth Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added to the Condominium Property, along with all of the other land and all improvements thereon and appurtenances thereto (except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit) are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements consist of: (i) a front stoop or porch for each Unit added, (ii) a rear yard concrete patio and two (2) parking spaces immediately outside the attached garage door opening for certain Units added, (iii) a rear porch/stoop area and a fenced in rear area (if any) for certain Units added, (iv) a rear deck area (if any) and one (1) parking space immediately outside the attached garage door opening for certain Units added, (v) the area between the rear of the Unit and the detached parking garage building, which area may include a stoop/porch area and a concrete patio for certain Units added and (vi) a rear deck area (if any) and two (2) parking spaces immediately outside the attached garage door opening for certain Units added. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium (as expanded hereby) as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration, adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property. In other words, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 19 day of February, 2007.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, its Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Michael J. DeAscentis II, the Manager of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 19 day of February, 2007.

Angela L. Moore
Notary Public-State of Ohio
My Commission Expires
June 16, 2010

_____
Notary Public

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

1872677v2

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTH AMENDMENT
PART 1

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at a northeasterly corner of "The Falls at Hayden Run Condominium Sixth Amendment" of record in Condominium Plat Book 180, Page 68;

thence South 84° 14' 21" West, with the northerly line of said "The Falls at Hayden Run Condominium Sixth Amendment" and partly with a northerly line of the "The Falls at Hayden Run Condominium Fifth Amendment" of record in Condominium Plat Book 178, Page 37, a distance of 474.48 feet to a point;

thence across said 73.476 acre tract, the following courses and distances:

North 05° 45' 39" West, a distance of 64.00 feet to a point;

North 02° 20' 40" West, a distance of 67.12 feet to a point;

North 05° 45' 39" West, a distance of 141.00 feet to a point; and

North 84° 14' 21" East, a distance of 586.50 feet to a point in the westerly line of the remainder of that 93.195 acre tract as conveyed to Dominion Homes, Inc., by deed of record in Instrument Number 200409220221891;

thence South 05° 45' 39" East, with said westerly line, a distance of 566.22 feet to a point;

thence South 82° 32' 32" West, across said 73.476 acre tract, a distance of 118.60 feet to an angle point in the easterly line of said "The Falls at Hayden Run Condominium Sixth Amendment;

thence with the easterly perimeter of said "The Falls at Hayden Run Condominium Sixth Amendment", the following courses and distances:

North 03° 17' 17" West, a distance of 58.57 feet to a point;

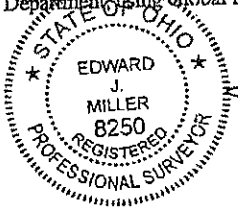
North 05° 45' 39" West, a distance of 239.22 feet to the POINT OF BEGINNING, and containing 4.461 acres of land, more or less, being out of Auditor's Parcel number 485-273439.

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

This drawing is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

2/22/07

Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/February 14, 2007
4_466 ac 70241

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTH AMENDMENT
PART 2

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 18.246 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262535 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at a southeasterly corner of "The Falls at Hayden Run Condominium Second Amendment" of record in Condominium Plat Book 165, Page 96, being the westerly line of "The Falls at Hayden Run Part 1" of record in Plat Book 107, Page 96;

thence South 05° 45' 39" East, with said westerly line, a distance of 149.08 feet to a point;

thence South 84° 14' 21" West, across said 18.246 acre tract, a distance of 95.00 feet to a point in the easterly line of said "The Falls at Hayden Run Condominium Second Amendment";

thence North 05° 45' 39" West, with said easterly line, a distance of 149.08 feet to a corner thereof;

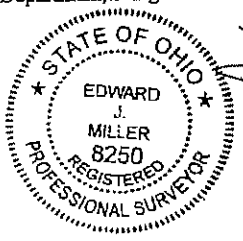
thence North 84° 14' 21" East, with a southerly line of said "The Falls at Hayden Run Condominium Second Amendment", a distance of 95.00 feet to the POINT OF BEGINNING, and containing 0.325 acre of land, more or less, being out of Auditor's Parcel number 485-267763.

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

This drawing is based on an actual field survey performed in October of 2004.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

2/14/07

Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/February 14, 2007
0_325 ac 70241

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax 614.775.4600
M C M X X V I

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: February 19, 2007
Scale: 1" = 100'
Job No: 2007-0241

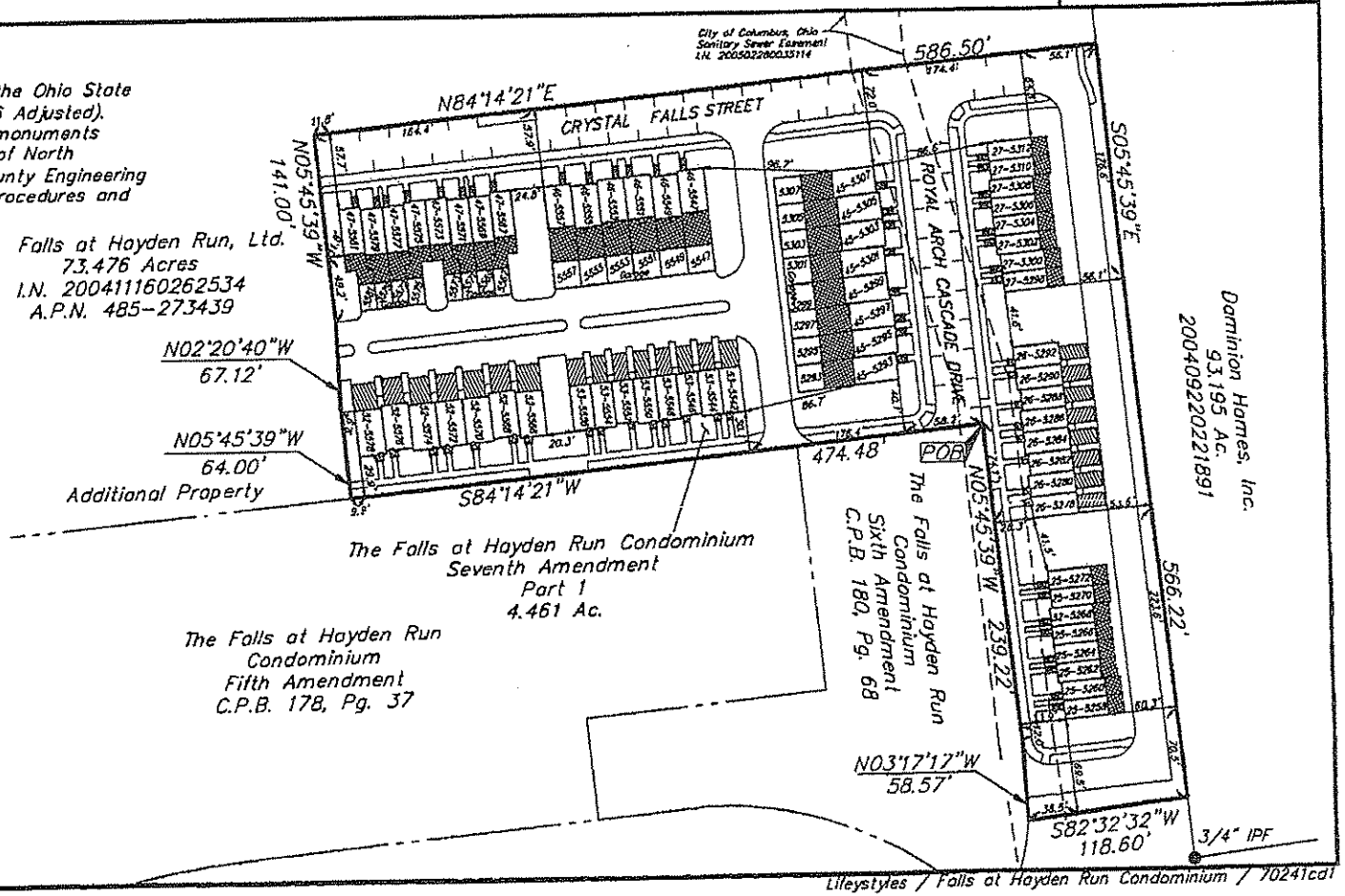
BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element
= Limited Common Element
25--5258 = Unit Designation
= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

100' 0 100' 200'
GRAPHIC SCALE (IN FEET)



I:\CADD\DATA\SURVEY\PROJECTS\2007\0241\Survey\70241CD1.DWG-2007 B LANDSCAPE - NO XREFS - LAST SAVED BY TBAKER (2/16/2007 11:36:48 AM) - PLOTTED BY TBAKER (2/16/2007 11:36:48 AM)

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

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EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: February 19, 2007
Scale: 1" = 100'
Job No: 2007-0241

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

= Limited Common Element

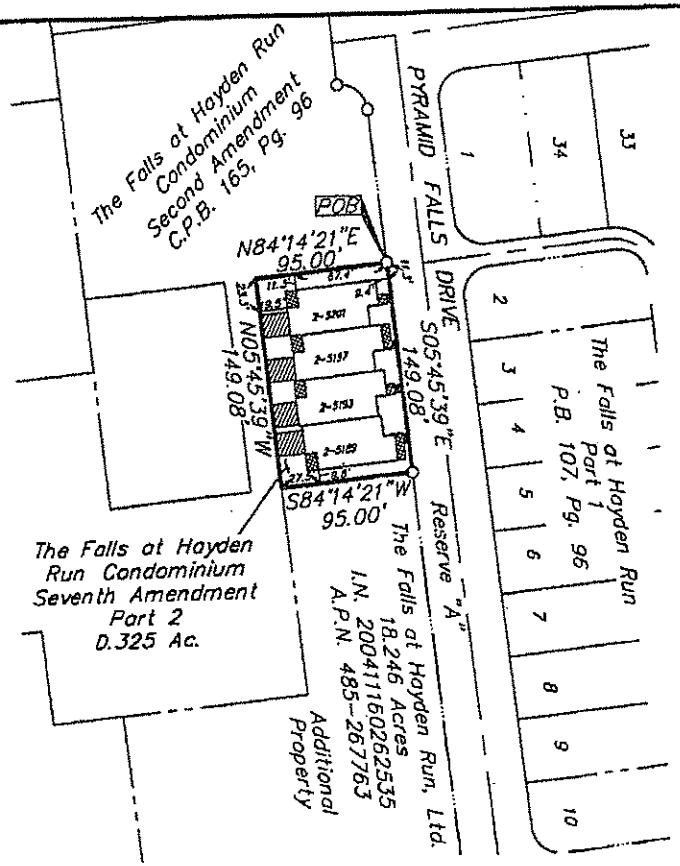
25-5258 = Unit Designation

= Stone Found
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= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

100' 0 100' 200'

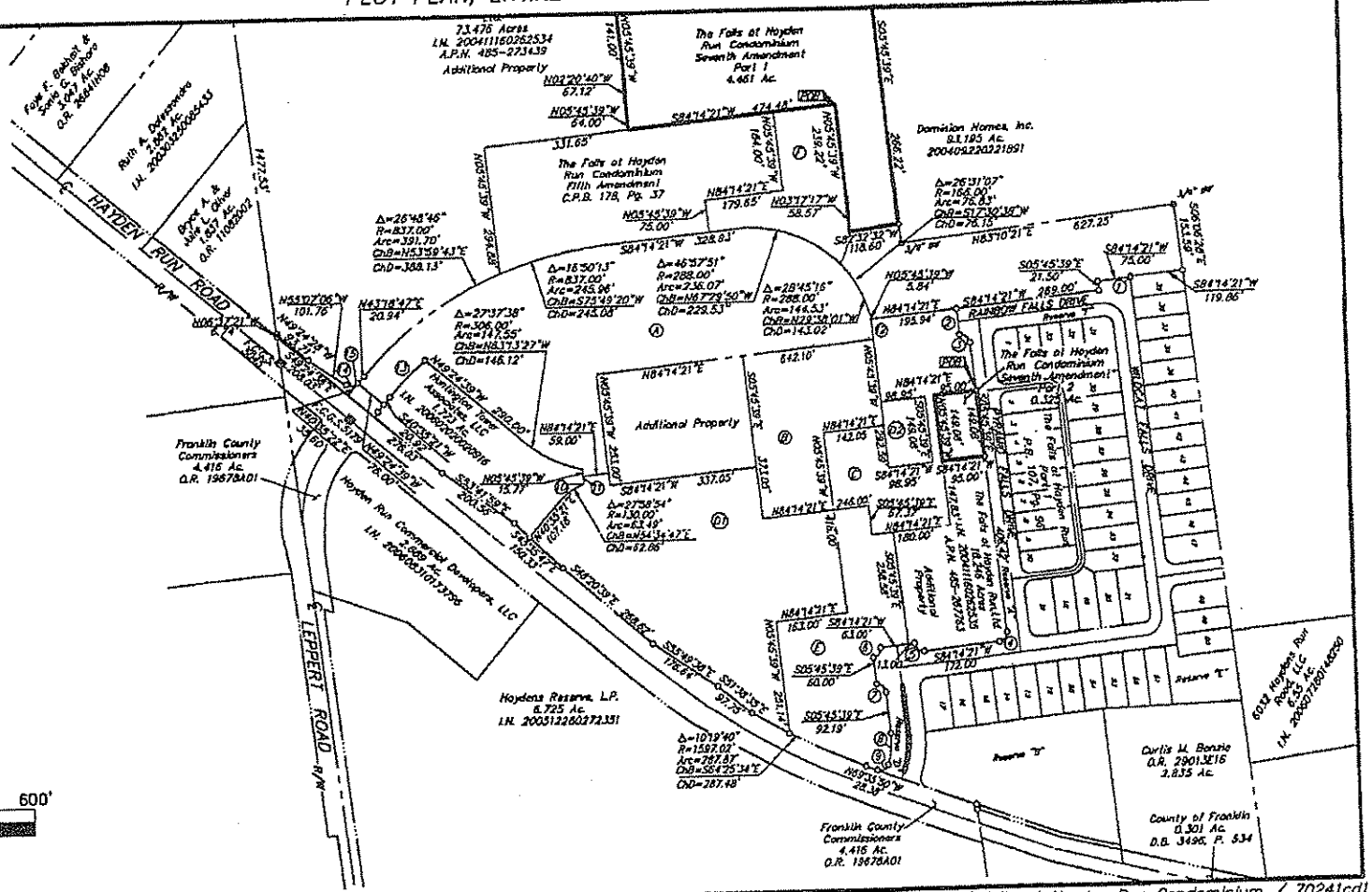
GRAPHIC SCALE (IN FEET)



EMH&T
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Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4600

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date:	February 19, 2007
Scale:	1" = 300'
Job No:	2007-0241



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- ◉ = Stone Found
- ■ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ⊕ = Mag. Nail Found
- ⊙ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ⊛ = P.K. Nail Found

I.P. Set are 1.3/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

I:\CAD\STA\SURVEY\PROJECTS\2007\0241\DWG\70241201.DWG[SHEET 1: SHEET 1] - NO XREFS - LAST SAVED BY TSMITH [2/12/2007 12:26:39 PM] - PLOTTED BY TSMITH [2/12/2007 12:31:24 PM]

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

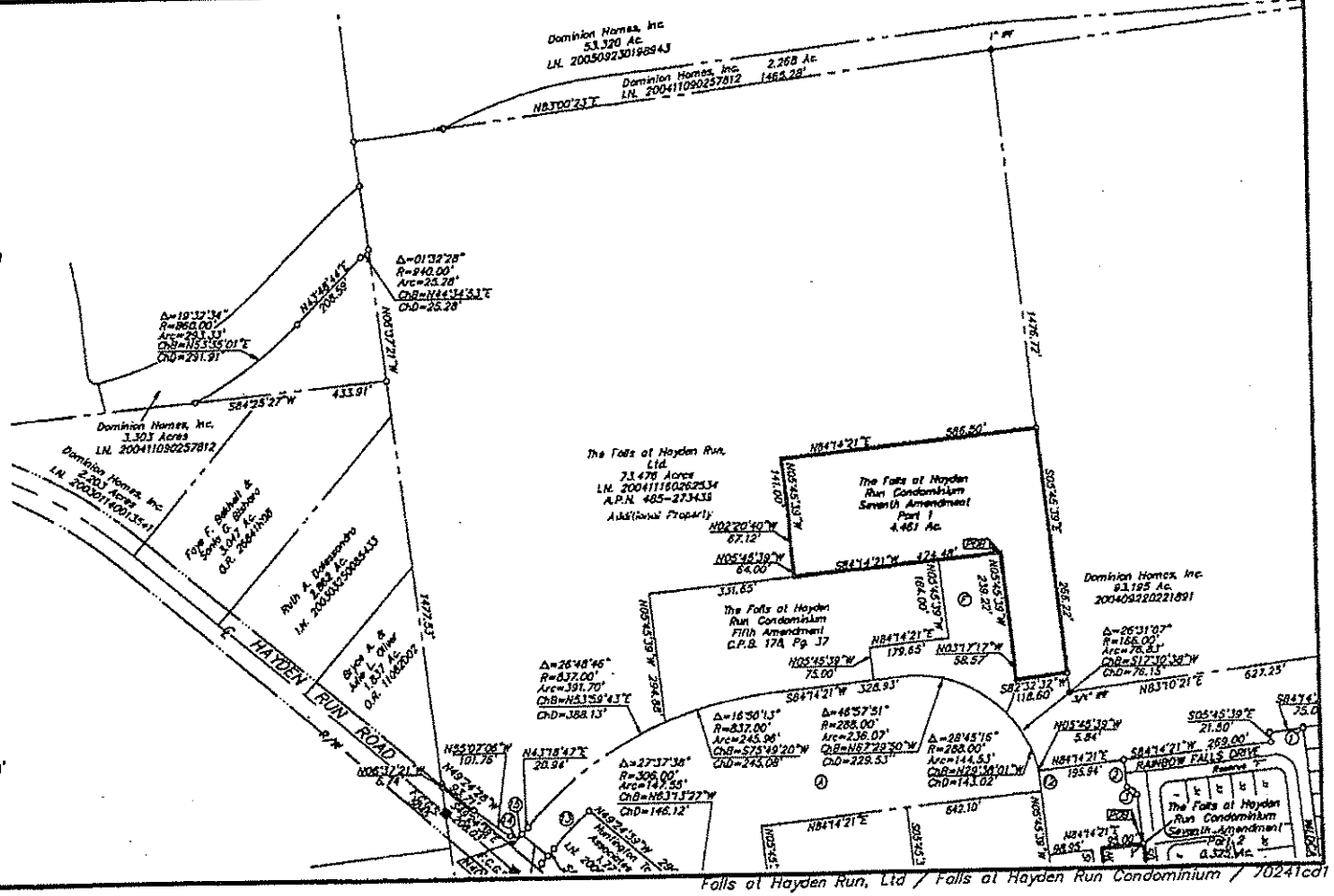
Date: February 19, 2007
Scale: 1" = 300'
Job No: 2007-0241

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND
- ⊙ = Stone Found
- ■ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ⬢ = Mag. Nail Found
- ○ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ⬟ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'
GRAPHIC SCALE (IN FEET)



Sheet 2 of 3

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4600

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: February 19, 2007
Scale: 1" = 200'
Job No: 2007-0241

① N05°45'39"W
1.71'

② S05°45'39"E
60.00'

③ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

④ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑤ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=N50°45'39"W
ChD=28.28'

⑥ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑦ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

⑧ Δ=24°58'05"
R=162.00'
Arc=70.60'
ChB=S06°43'22"W
ChD=70.04'

⑨ Δ=91°11'49"
R=20.00'
Arc=31.83'
ChB=S64°48'57"W
ChD=28.58'

⑩ Δ=74°19'53"
R=7.00'
Arc=9.08'
ChB=N31°24'18"E
ChD=8.46'

⑪ N05°45'39"W
12.51'

⑫ N05°45'39"W
46.00'

⑬ Δ=08°47'38"
R=762.00'
Arc=116.95'
ChB=S44°59'10"W
ChD=116.84'

⑭ Δ=84°17'33"
R=20.00'
Arc=29.42'
ChB=S82°44'07"W
ChD=26.84'

⑮ S40°35'21"W
0.99'

Ⓐ The Falls at Hayden Run Condominium C.P.B. 156, Pg. 16

Ⓑ The Falls at Hayden Run Condominium First Amendment C.P.B. 163, Pg. 70

Ⓒ The Falls at Hayden Run Condominium Second Amendment C.P.B. 165, Pg. 96

Ⓓ1 The Falls at Hayden Run Condominium Third Amendment Part 1 C.P.B. 168, Pg. 28

Ⓓ2 The Falls at Hayden Run Condominium Third Amendment Part 2 C.P.B. 168, Pg. 28

Ⓔ The Falls at Hayden Run Condominium Fourth Amendment C.P.B. 174, Pg. 6

Ⓕ The Falls at Hayden Run Condominium Sixth Amendment C.P.B. 180, Pg. 68

I:\CAD\EMH\SURVEY\PROJECT\2007\0241\DWG\0241EX3.DWG<Exhibit C LANDSCAPE> -- NO XREFS -- LAST SAVED BY TRAUTER [2/16/2007 11:35:15 PM] -- PLOTTED BY TRAUTER [2/16/2007 2:45:30 PM]

EXHIBIT "D"

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00289
17-5539	Franklin	17	--	0.7231	0.00289
17-5541	Franklin	17	--	0.7231	0.00289
17-5543	Franklin	17	--	0.7231	0.00289
17-5545	Franklin	17	--	0.7231	0.00289
17-5547	Franklin	17	--	0.7231	0.00289
17-5549	Franklin	17	--	0.7231	0.00289
17-5551	Franklin	17	--	0.7231	0.00289
18-5561	Wellington	18	--	0.9534	0.00382
18-5563	Wellington	18	--	0.9534	0.00382
18-5565	Wellington	18	--	0.9534	0.00382
18-5567	Wellington	18	--	0.9534	0.00382
18-5569	Wellington	18	--	0.9534	0.00382
18-5571	Wellington	18	--	0.9534	0.00382
18-5573	Wellington	18	--	0.9534	0.00382
19-5581	Stansbury	19	B2	0.8218	0.00329
19-5583	Stansbury	19	B2	0.8218	0.00329
19-5585	Stansbury	19	B1	0.8218	0.00329
19-5587	Stansbury	19	B2	0.8218	0.00329
19-5589	Stansbury	19	B2	0.8218	0.00329
19-5591	Stansbury	19	B1	0.8218	0.00329
19-5593	Stansbury	19	B2	0.8218	0.00329
19-5595	Stansbury	19	B2	0.8218	0.00329
20-5602	Cromwell	20	C	1.2759	0.00511
20-5606	Cromwell	20	C	1.2759	0.00511
20-5610	Cromwell	20	C	1.2759	0.00511
20-5614	Cromwell	20	C	1.2759	0.00511
21-5582	Wellington	21	--	0.9534	0.00382
21-5584	Wellington	21	--	0.9534	0.00382
21-5586	Wellington	21	--	0.9534	0.00382
21-5588	Wellington	21	--	0.9534	0.00382
21-5590	Wellington	21	--	0.9534	0.00382
21-5592	Wellington	21	--	0.9534	0.00382
21-5594	Wellington	21	--	0.9534	0.00382

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00329
22-5562	Stansbury	22	B2	0.8218	0.00329
22-5564	Stansbury	22	B1	0.8218	0.00329
22-5566	Stansbury	22	B2	0.8218	0.00329
22-5568	Stansbury	22	B2	0.8218	0.00329
22-5570	Stansbury	22	B1	0.8218	0.00329
22-5572	Stansbury	22	B2	0.8218	0.00329
22-5574	Stansbury	22	B2	0.8218	0.00329
23-5603	Reserve	23	D2	0.9837	0.00394
23-5605	Reserve	23	D2	0.9837	0.00394
23-5607	Reserve	23	D2	0.9837	0.00394
23-5609	Reserve	23	D2	0.9837	0.00394
24-5625	Austin	24	B	0.8482	0.00340
24-5627	Austin	24	B	0.8482	0.00340
24-5629	Austin	24	B	0.8482	0.00340
24-5631	Austin	24	B	0.8482	0.00340
24-5633	Austin	24	B	0.8482	0.00340
24-5635	Austin	24	B	0.8482	0.00340
7-5535	Reserve	7	D2	0.9837	0.00394
7-5537	Reserve	7	D2	0.9837	0.00394
7-5539	Reserve	7	D2	0.9837	0.00394
7-5541	Reserve	7	D2	0.9837	0.00394
7-5543	Reserve	7	D2	0.9837	0.00394
7-5545	Reserve	7	D2	0.9837	0.00394
7-5547	Reserve	7	D2	0.9837	0.00394
7-5549	Reserve	7	D2	0.9837	0.00394
12-5190	Austin	12	B	0.8482	0.00340
12-5188	Austin	12	B	0.8482	0.00340
12-5186	Austin	12	B	0.8482	0.00340
12-5184	Austin	12	B	0.8482	0.00340
12-5182	Austin	12	B	0.8482	0.00340
12-5180	Austin	12	B	0.8482	0.00340
12-5178	Austin	12	B	0.8482	0.00340
12-5176	Austin	12	B	0.8482	0.00340
5A-5182	Ternbury	5A	R	1.3153	0.00527
5A-5178	Ternbury	5A	R	1.3153	0.00527
5A-5174	Ternbury	5A	R	1.3153	0.00527
5A-5170	Ternbury	5A	R	1.3153	0.00527

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00394
1-5513	Reserve	1	D2	0.9837	0.00394
1-5515	Reserve	1	D2	0.9837	0.00394
1-5517	Reserve	1	D2	0.9837	0.00394
1-5519	Reserve	1	D2	0.9837	0.00394
1-5521	Reserve	1	D2	0.9837	0.00394
1-5523	Reserve	1	D2	0.9837	0.00394
1-5525	Reserve	1	D2	0.9837	0.00394
8-5177	Cromwell	8	C	1.2759	0.00511
8-5181	Cromwell	8	C	1.2759	0.00511
8-5185	Cromwell	8	C+	1.3285	0.00532
8-5189	Cromwell	8	C	1.2759	0.00511
8-5193	Cromwell	8	C	1.2759	0.00511
6-5202	Ternbury	6	R	1.3153	0.00527
6-5198	Ternbury	6	R	1.3153	0.00527
6-5194	Ternbury	6	R	1.3153	0.00527
6-5190	Ternbury	6	R	1.3153	0.00527
11-5168	Reserve	11	D2	0.9837	0.00394
11-5166	Reserve	11	D2	0.9837	0.00394
11-5164	Reserve	11	D2	0.9837	0.00394
11-5162	Reserve	11	D2	0.9837	0.00394
11-5160	Reserve	11	D2	0.9837	0.00394
11-5158	Reserve	11	D2	0.9837	0.00394
11-5156	Reserve	11	D2	0.9837	0.00394
11-5154	Reserve	11	D2	0.9837	0.00394
11-5152	Reserve	11	D2	0.9837	0.00394
13-5557	Wellington	13	--	0.9534	0.00382
13-5559	Wellington	13	--	0.9534	0.00382
13-5561	Wellington	13	--	0.9534	0.00382
13-5563	Wellington	13	--	0.9534	0.00382
13-5565	Wellington	13	--	0.9534	0.00382
13-5567	Wellington	13	--	0.9534	0.00382
13-5569	Wellington	13	--	0.9534	0.00382

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
14-5155	Franklin	14	--	0.7231	0.00289
14-5157	Franklin	14	--	0.7231	0.00289
14-5159	Franklin	14	--	0.7231	0.00289
14-5161	Franklin	14	--	0.7231	0.00289
14-5163	Franklin	14	--	0.7231	0.00289
14-5165	Franklin	14	--	0.7231	0.00289
14-5167	Franklin	14	--	0.7231	0.00289
14-5169	Franklin	14	--	0.7231	0.00289
14-5171	Franklin	14	--	0.7231	0.00289
14-5173	Franklin	14	--	0.7231	0.00289
15-5577	Stansbury	15	B2	0.8218	0.00329
15-5579	Stansbury	15	B2	0.8218	0.00329
15-5581	Stansbury	15	B1	0.8218	0.00329
15-5583	Stansbury	15	B2	0.8218	0.00329
15-5585	Stansbury	15	B2	0.8218	0.00329
15-5587	Stansbury	15	B1	0.8218	0.00329
15-5589	Stansbury	15	B2	0.8218	0.00329
15-5591	Stansbury	15	B2	0.8218	0.00329
16-5147	Burke	16	--	0.9666	0.00387
16-5143	Burke	16	--	0.9666	0.00387
16-5139	Burke	16	--	0.9666	0.00387
16-5135	Burke	16	--	0.9666	0.00387
9-5151	Cromwell	9	C	1.2759	0.00511
9-5155	Cromwell	9	C	1.2759	0.00511
9-5159	Cromwell	9	C	1.2759	0.00511
9-5163	Cromwell	9	C	1.2759	0.00511
9-5167	Cromwell	9	C	1.2759	0.00511
9-5169	Cromwell	9	C	1.2759	0.00511
10-5544	Reserve	10	D2	0.9837	0.00394
10-5542	Reserve	10	D2	0.9837	0.00394
10-5540	Reserve	10	D2	0.9837	0.00394
10-5538	Reserve	10	D2	0.9837	0.00394
10-5536	Reserve	10	D2	0.9837	0.00394
10-5534	Reserve	10	D2	0.9837	0.00394
10-5532	Reserve	10	D2	0.9837	0.00394
10-5530	Reserve	10	D2	0.9837	0.00394

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
30-5545	Reserve	30	D2	0.9837	0.00394
30-5547	Reserve	30	D2	0.9837	0.00394
30-5549	Reserve	30	D2	0.9837	0.00394
30-5551	Reserve	30	D2	0.9837	0.00394
30-5553	Reserve	30	D2	0.9837	0.00394
30-5555	Reserve	30	D2	0.9837	0.00394
31-5567	Reserve	31	D2	0.9837	0.00394
31-5569	Reserve	31	D2	0.9837	0.00394
31-5571	Reserve	31	D2	0.9837	0.00394
31-5573	Reserve	31	D2	0.9837	0.00394
31-5575	Reserve	31	D2	0.9837	0.00394
31-5577	Reserve	31	D2	0.9837	0.00394
32-5589	Reserve	32	D2	0.9837	0.00394
32-5591	Reserve	32	D2	0.9837	0.00394
32-5593	Reserve	32	D2	0.9837	0.00394
32-5595	Reserve	32	D2	0.9837	0.00394
32-5597	Reserve	32	D2	0.9837	0.00394
32-5599	Reserve	32	D2	0.9837	0.00394
33-5288	Austin	33	B	0.8482	0.00340
33-5286	Austin	33	B	0.8482	0.00340
33-5284	Austin	33	B	0.8482	0.00340
33-5282	Austin	33	B	0.8482	0.00340
33-5280	Austin	33	B	0.8482	0.00340
33-5278	Austin	33	B	0.8482	0.00340
34-5274	Austin	34	B	0.8482	0.00340
34-5272	Austin	34	B	0.8482	0.00340
34-5270	Austin	34	B	0.8482	0.00340
34-5268	Austin	34	B	0.8482	0.00340
34-5266	Austin	34	B	0.8482	0.00340
34-5264	Austin	34	B	0.8482	0.00340
35-5600	Wellington	35	--	0.9534	0.00382
35-5598	Wellington	35	--	0.9534	0.00382
35-5596	Wellington	35	--	0.9534	0.00382
35-5594	Wellington	35	--	0.9534	0.00382
35-5592	Wellington	35	--	0.9534	0.00382
35-5590	Wellington	35	--	0.9534	0.00382
35-5588	Wellington	35	--	0.9534	0.00382

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
36-5578	Stansbury	36	B2	0.8218	0.00329
36-5576	Stansbury	36	B2	0.8218	0.00329
36-5574	Stansbury	36	B1	0.8218	0.00329
36-5572	Stansbury	36	B2	0.8218	0.00329
36-5570	Stansbury	36	B2	0.8218	0.00329
36-5568	Stansbury	36	B1	0.8218	0.00329
36-5566	Stansbury	36	B2	0.8218	0.00329
36-5564	Stansbury	36	B2	0.8218	0.00329
28-5255	Austin	28	B	0.8482	0.00340
28-5257	Austin	28	B	0.8482	0.00340
28-5259	Austin	28	B	0.8482	0.00340
28-5261	Austin	28	B	0.8482	0.00340
28-5263	Austin	28	B	0.8482	0.00340
28-5265	Austin	28	B	0.8482	0.00340
29-5269	Austin	29	B	0.8482	0.00340
29-5271	Austin	29	B	0.8482	0.00340
29-5273	Austin	29	B	0.8482	0.00340
29-5275	Austin	29	B	0.8482	0.00340
29-5277	Austin	29	B	0.8482	0.00340
29-5279	Austin	29	B	0.8482	0.00340
37-5554	Wellington	37	--	0.9534	0.00382
37-5552	Wellington	37	--	0.9534	0.00382
37-5550	Wellington	37	--	0.9534	0.00382
37-5548	Wellington	37	--	0.9534	0.00382
37-5546	Wellington	37	--	0.9534	0.00382
37-5544	Wellington	37	--	0.9534	0.00382
37-5542	Wellington	37	--	0.9534	0.00382

UNITS ADDED HEREBY:

2-5189	Ternbury	2	R	1.3153	0.00527
2-5193	Ternbury	2	R	1.3153	0.00527
2-5197	Ternbury	2	R	1.3153	0.00527
2-5201	Ternbury	2	R	1.3153	0.00527

25-5272	Franklin	25	--	0.7231	0.00289
25-5270	Franklin	25	--	0.7231	0.00289
25-5268	Franklin	25	--	0.7231	0.00289
25-5266	Franklin	25	--	0.7231	0.00289
25-5264	Franklin	25	--	0.7231	0.00289
25-5262	Franklin	25	--	0.7231	0.00289
25-5260	Franklin	25	--	0.7231	0.00289
25-5258	Franklin	25	--	0.7231	0.00289
26-5292	Stansbury	26	B2	0.8218	0.00329
26-5290	Stansbury	26	B2	0.8218	0.00329
26-5288	Stansbury	26	B1	0.8218	0.00329
26-5286	Stansbury	26	B2	0.8218	0.00329
26-5284	Stansbury	26	B2	0.8218	0.00329
26-5282	Stansbury	26	B1	0.8218	0.00329
26-5280	Stansbury	26	B2	0.8218	0.00329
26-5278	Stansbury	26	B2	0.8218	0.00329
27-5312	Franklin	27	--	0.7231	0.00289
27-5310	Franklin	27	--	0.7231	0.00289
27-5308	Franklin	27	--	0.7231	0.00289
27-5306	Franklin	27	--	0.7231	0.00289
27-5304	Franklin	27	--	0.7231	0.00289
27-5302	Franklin	27	--	0.7231	0.00289
27-5300	Franklin	27	--	0.7231	0.00289
27-5298	Franklin	27	--	0.7231	0.00289
45-5293	Reserve	45	D2	0.9837	0.00394
45-5295	Reserve	45	D2	0.9837	0.00394
45-5297	Reserve	45	D2	0.9837	0.00394
45-5299	Reserve	45	D2	0.9837	0.00394
45-5301	Reserve	45	D2	0.9837	0.00394
45-5303	Reserve	45	D2	0.9837	0.00394
45-5305	Reserve	45	D2	0.9837	0.00394
45-5307	Reserve	45	D2	0.9837	0.00394
46-5547	Reserve	46	D2	0.9837	0.00394
46-5549	Reserve	46	D2	0.9837	0.00394
46-5551	Reserve	46	D2	0.9837	0.00394
46-5553	Reserve	46	D2	0.9837	0.00394
46-5555	Reserve	46	D2	0.9837	0.00394
46-5557	Reserve	46	D2	0.9837	0.00394
47-5567	Austin	47	B	0.8482	0.00340
47-5569	Austin	47	B	0.8482	0.00340
47-5571	Austin	47	B	0.8482	0.00340
47-5573	Austin	47	B	0.8482	0.00340
47-5575	Austin	47	B	0.8482	0.00340
47-5577	Austin	47	B	0.8482	0.00340
47-5579	Austin	47	B	0.8482	0.00340
47-5581	Austin	47	B	0.8482	0.00340

52-5578	Wellington	52	--	0.9534	0.00382
52-5576	Wellington	52	--	0.9534	0.00382
52-5574	Wellington	52	--	0.9534	0.00382
52-5572	Wellington	52	--	0.9534	0.00382
52-5570	Wellington	52	--	0.9534	0.00382
52-5568	Wellington	52	--	0.9534	0.00382
52-5566	Wellington	52	--	0.9534	0.00382
53-5556	Stansbury	53	B2	0.8218	0.00329
53-5554	Stansbury	53	B2	0.8218	0.00329
53-5552	Stansbury	53	B1	0.8218	0.00329
53-5550	Stansbury	53	B2	0.8218	0.00329
53-5548	Stansbury	53	B2	0.8218	0.00329
53-5546	Stansbury	53	B1	0.8218	0.00329
53-5544	Stansbury	53	B2	0.8218	0.00329
53-5542	Stansbury	53	B2	0.8218	0.00329
					1.00

EXHIBIT "F"

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Tembury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

200705170086367

200705170086364
Pgs: 33 $280.00 T20070032440
05/17/2007 10:17AM BXCONNOR
Robert G. Montgomery
Franklin County Recorder

EIGHTH AMENDMENT TO DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR THE FALLS AT HAYDEN RUN CONDOMINIUM

This Eighth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 11th day of May, 2007.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium recorded as Instrument 200510260225306 of the records of the Franklin County, Ohio Recorder (the "Declaration") and the Drawings filed in connection therewith recorded at Condominium Plat Book 156, pages 16-52 of the records of the Franklin County, Ohio Recorder ("Drawings").

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 recorded as Instrument Number 200603210052558 of the records of the Franklin County, Ohio Recorder ("First Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 163, Pages 70-77 of the records of the Franklin County, Ohio Recorder("First Drawings").

C. The Declaration was further amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Franklin County, Ohio Recorder ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 165, Pages 96-113, of the records of the Franklin County, Ohio Recorder ("Second Drawings").

CERTIFICATE OF AUDITOR

A copy of this Eighth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Eighth Amendment to the Drawings attached thereto, was filed with this office on May 17, 2007.

By Joseph W. Testa / Jane E. Lemming
Auditor, Franklin County, Ohio

TRANSFERRED

MAY 17 2007

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 186 PAGE 58-78

1965242v3

D. The Declaration was further amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Franklin County, Ohio Recorder ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 168, Pages 28-53, of the records of the Franklin County, Ohio Recorder ("Third Drawings").

E. The Declaration was further amended to add additional Units pursuant to that certain Fourth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 14, 2006 and filed for record as Instrument Number 200608250169152 of the records of the Franklin County, Ohio Recorder ("Fourth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 174, Pages 6-20, of the records of the Franklin County, Ohio Recorder ("Fourth Drawings").

F. The Declaration was further amended to add additional Units pursuant to that certain Fifth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 31, 2006 and filed for record as Instrument Number 200611080224434 of the records of the Franklin County, Ohio Recorder ("Fifth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 178, Pages 37-54, of the records of the Franklin County, Ohio Recorder ("Fifth Drawings").

G. The Declaration was further amended to add additional Units pursuant to that certain Sixth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated December 20, 2006 and filed for record as Instrument Number 200701030001222 of the records of the Franklin County, Ohio Recorder ("Sixth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 180, Pages 68-73, of the records of the Franklin County, Ohio Recorder ("Sixth Drawings").

H. The Declaration was further amended to add additional Units pursuant to that certain Seventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated February 19, 2007 and filed for record as Instrument Number 200703010035542 of the records of the Franklin County, Ohio Recorder ("Seventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 182, Pages 91-117, of the records of the Franklin County, Ohio Recorder ("Seventh Drawings").

I. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant (The Falls at Hayden Run, Ltd.) desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property (hereinafter described) meets all of the criteria and qualifications for addition to the Condominium described in that Article.

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of approximately 2.409 acres, more or less, comprised of one approximately 2.087 acre tract and one approximately 0.322 acre tract, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto as "Exhibit B" and is hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto as "Exhibit C" and is hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains five (5) residential buildings containing, in the aggregate, thirty (30) dwelling units, expanding the Condominium to contain a total of three hundred (300) dwelling units, each of which is called a "Unit".

The residential buildings each contain two-level and three-level (one of which levels is a basement level for some residential buildings) townhouse style dwelling units. Each Unit has a poured concrete lower level (or slab), with J-Cote waterproofing. Further, each Unit consists of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall.

Each Unit added has Limited Common Elements, which Limited Common Elements are described in greater detail in Section 7(b) herein below and are shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements which are currently a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Eighth Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto as "Exhibit D", and is hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding (as appropriate) those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, the Second Drawings, the Third Drawings, the Fourth Drawings, the Fifth Drawings, the Sixth Drawings and the Seventh Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added to the Condominium Property, along with all of the other land and all improvements thereon and appurtenances thereto (except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit) are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements are comprised as follows: (A) front porch or stoop areas for each Unit added, (B) as to the four (4) Units in the Ternbury style building, a rear yard concrete patio, (C) as to the six (6) Units in the Reserve style building, the area between the rear of the Unit and the detached parking garage building, which area may include a stoop/porch area and a concrete patio, (D) as to the twelve (12) Units in the Austin style buildings, the area between the rear of the Unit and the detached parking garage building, which area may include a stoop/porch area and (E) as to the eight (8) Units in the Stansbury style building, a rear deck area, a fenced in rear area (if any) and one (1) parking space immediately outside the attached garage door opening. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium (as expanded hereby) as thereby allocated and reallocated, are as assigned on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration, adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property. In other words, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 7th day of ay, 2007.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, its Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Michael J. DeAscentis II, the Manager of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 7th day of May, 2007.

_____
Notary Public

THOMAS ROBERT BROWNLEE, JR., Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
EIGHTH AMENDMENT
PART 1

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at a southwesterly corner of "The Falls at Hayden Run Condominium Seventh Amendment Part 1" of record in Condominium Plat Book 182, Page 91, the northerly line of "The Falls at Hayden Run Condominium Fifth Amendment" of record in Condominium Plat Book 178, Page 37;

thence South 84° 14' 21" West, with the northerly line of said "The Falls at Hayden Run Condominium Fifth Amendment", a distance of 331.65 feet to a point;

thence across said 73.476 acre tract, the following courses and distances:

North 05° 45' 39" West, a distance of 272.00 feet to a point;

North 84° 14' 21" East, a distance of 335.63 feet to a northwesterly corner of said "The Falls at Hayden Run Condominium Seventh Amendment Part 1";

thence with the westerly line of said of said "The Falls at Hayden Run Condominium Seventh Amendment Part 1", the following courses and distances:

South 05° 45' 39" East, a distance of 141.00 feet to a point;

South 02° 20' 40" East, a distance of 67.12 feet to a point; and

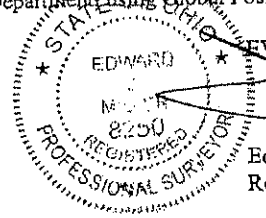
South 05° 45' 39" East, a distance of 64.00 feet to the POINT OF BEGINNING, and containing 2.087 acres of land, more or less, and being out of Auditor's Parcel number 485-273439.

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

This drawing is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

4/9/07

Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/March 29, 2007
2_087 ac 70681

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
EIGHTH AMENDMENT
PART 2

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 18.246 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262535 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at a southeasterly corner of "The Falls at Hayden Run Condominium Seventh Amendment Part 2" of record in Condominium Plat Book 182, Page 91, being the westerly line of "The Falls at Hayden Run Part 1" of record in Plat Book 107, Page 96;

thence South 05° 45' 39" East, with said westerly line, a distance of 147.83 feet to a point;

thence South 84° 14' 21" West, across said 18.246 acre tract, a distance of 95.00 feet to a southeasterly corner of the "The Falls at Hayden Run Condominium Second Amendment" of record in Condominium Plat Book 165, Page 96;

thence North 05° 45' 39" West, with the easterly line of said "The Falls at Hayden Run Condominium Second Amendment", a distance of 147.83 feet to a southwesterly corner of said "The Falls at Hayden Run Condominium Seventh Amendment Part 2";

thence North 84° 14' 21" East, with a southerly line of said "The Falls at Hayden Run Condominium Seventh Amendment Part 2", a distance of 95.00 feet to the POINT OF BEGINNING, and containing 0.322 acre of land, more or less, being out of Auditor's Parcel number 485-267763.

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

This drawing is based on an actual field survey performed in October of 2004.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

4/9/07

Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/March 29, 2007
0_322 ac 7061

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800
M C M X X V I

EXHIB "B"
FALLS AT HAYDEN RUN CONDOMINIUM
EIGHTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: March 2007
Scale: 1" = 100'
Job No: 2007-0681

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND
Areas not designated as units or limited common elements are common elements.

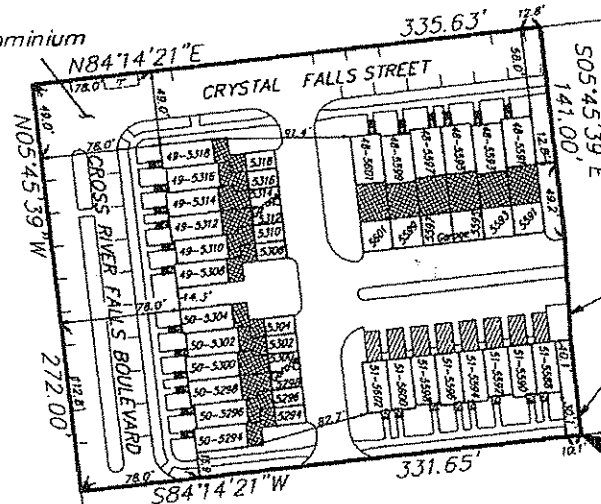
= Driveway Limited Common Element
= Limited Common Element
48–5591 = Unit Designation
= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

100' 0 100' 200'
GRAPHIC SCALE (IN FEET)

The Falls at Hayden Run, Ltd.
73.476 Acres
I.N. 200411160262534
A.P.N. 485–273439
Additional Property

The Falls at Hayden Run Condominium
Eighth Amendment
Part 1
2.087 Ac.



The Falls at Hayden Run Condominium
Seventh Amendment
Part 1
C.P.B. 182, Pg. 91

The Falls at Hayden Run Condominium
Fifth Amendment
C.P.B. 178, Pg. 37

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

M C M X X V I

EXHIE "B"
FALLS AT HAYDEN RUN CONDOMINIUM
EIGHTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: M 2007
Scale: 1" = 100'
Job No: 2007-0681

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

= Limited Common Element

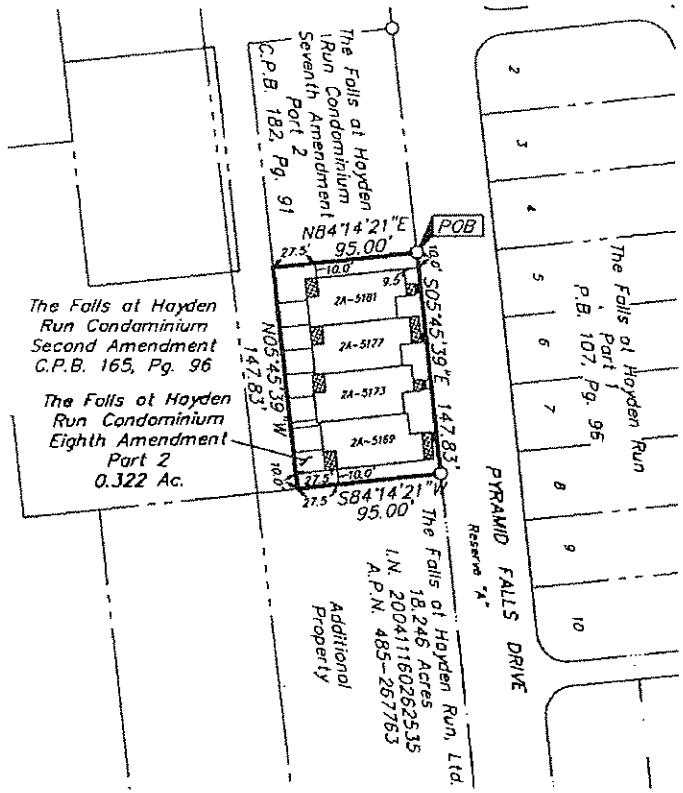
48-5591 = Unit Designation

= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

100' 0 100' 200'

GRAPHIC SCALE (IN FEET)

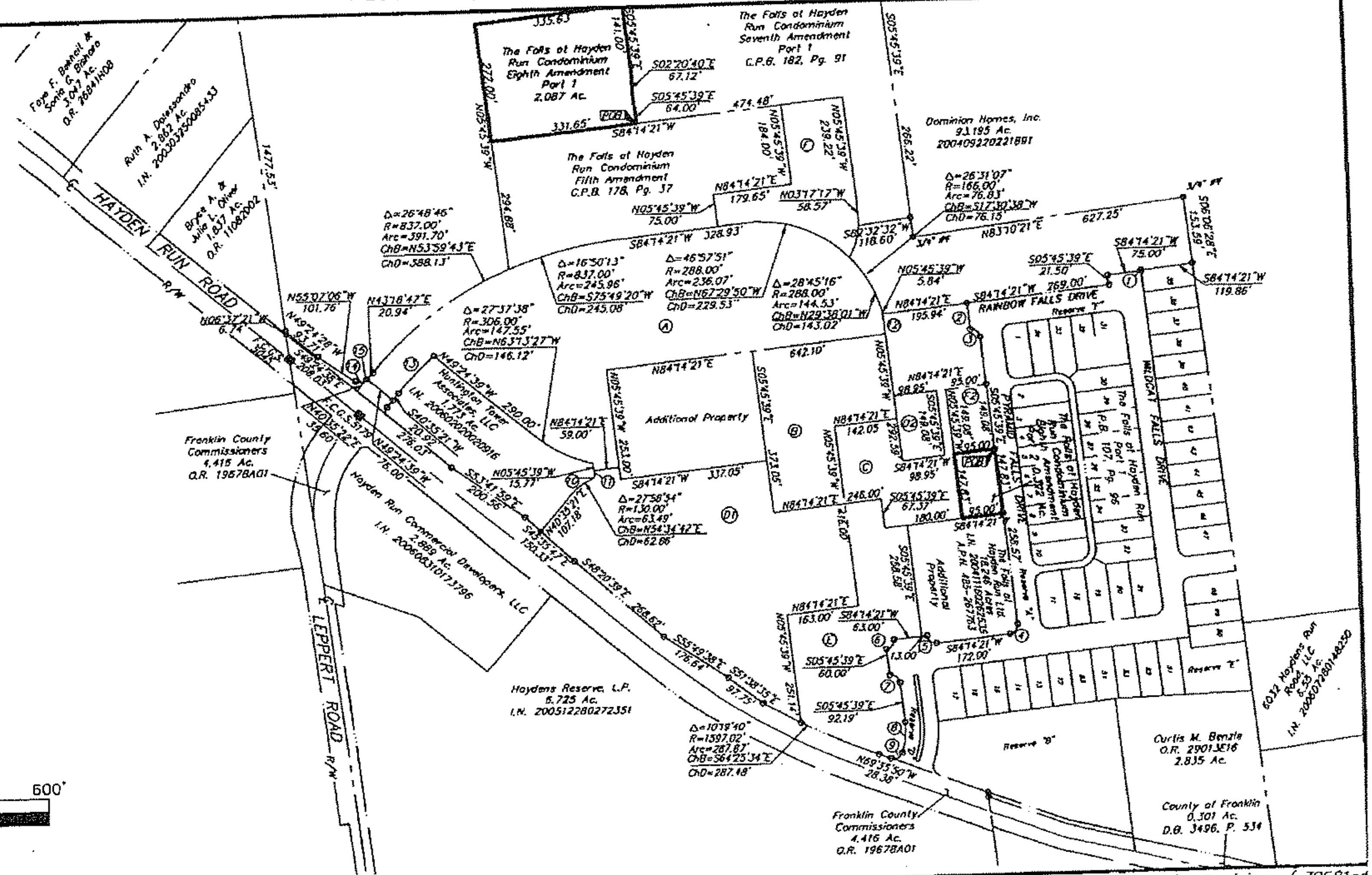


EMHT
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Phone: 614.775.4500 Fax: 614.775.4800

EXH"IT "C"
FALLS AT HAYD... RUN CONDOMINIUM
EIGHTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date:	March 30, 2007
Scale:	'0'
Job No:	2007-0681

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



LEGEND

- ● = Stone Found
- ■ = Monument Found
- • = Iron Pin Found
- ○ = Iron Pin Set
- ● = Mag. Nail Found
- ○ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ⬟ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

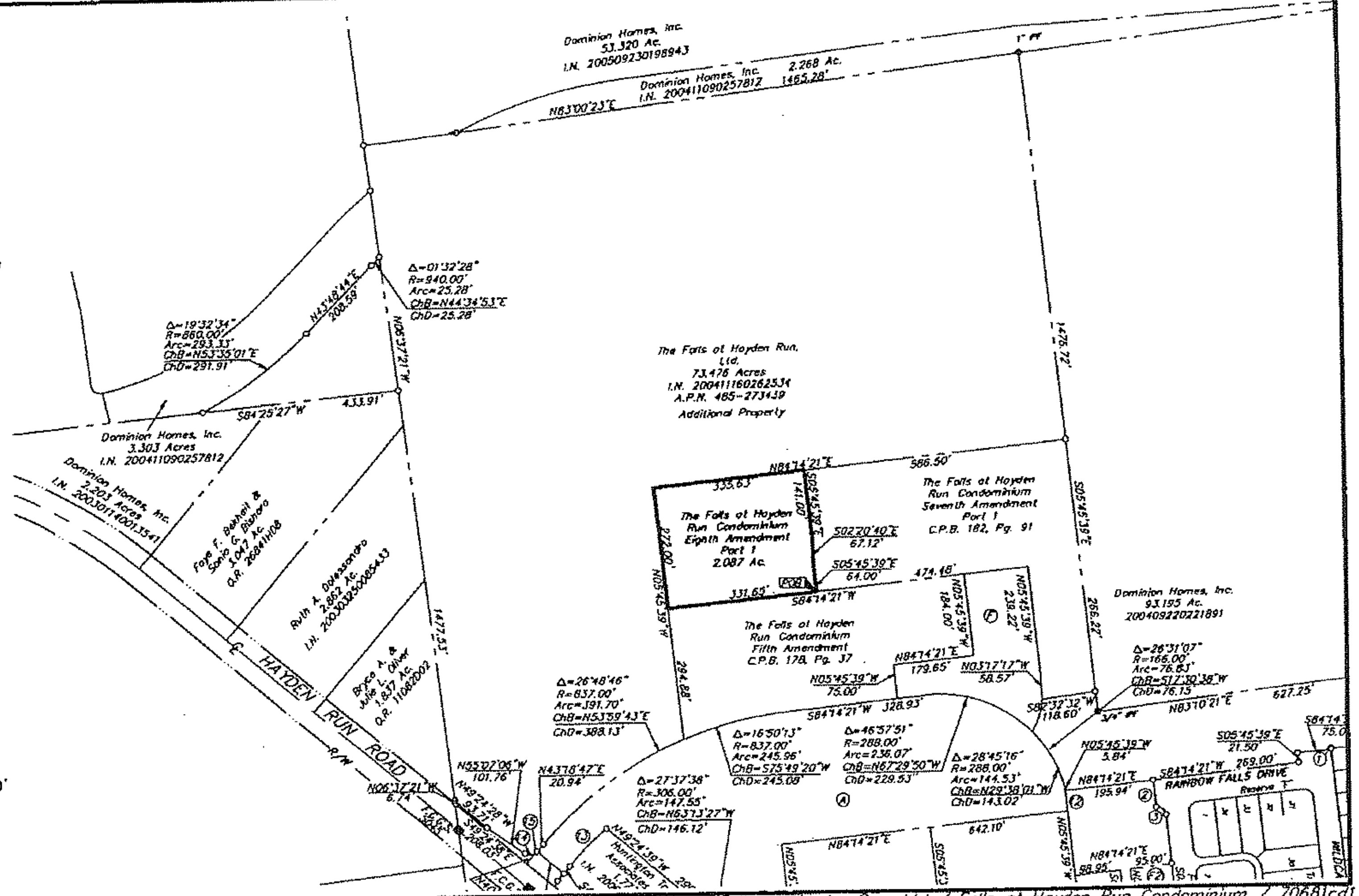
GRAPHIC SCALE (IN FEET)

\\CUHOATA1\SURVEY\PROJECT\20070681\DWG\70681CD1.DWG<EXHIBIT C SHEET 1> – NO XREFS – LAST SAVED BY TBAXTER

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXH. T "C"
FALLS AT HAYDEN RUN CONDOMINIUM
EIGHTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: Mar. 30, 2007
Scale: 1" = 300'
Job No: 2007-0681



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- ● = Stone Found
- ■ = Monument Found
- • = Iron Pin Found
- ○ = Iron Pin Set
- ● = Mag. Nail Found
- ○ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ⬟ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

EMH&T
rons, Mechwart, Hambleton & Tilton, Inc.
ngineers • Surveyors • Planners • Scientists
500 New Albany Road, Columbus, OH 43054
hone: 614.775.4500 Fax: 614.775.4800
C M X X V I

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
EIGHTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: March 30, 2007
Scale: 1" =
Job No: 2007-0681

① N05°45'39"W
1.71'

② S05°45'39"E
60.00'

③ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

④ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑤ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=N50°45'39"W
ChD=28.28'

⑥ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑦ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

⑧ Δ=24°58'05"
R=162.00'
Arc=70.60'
ChB=S06°43'22"W
ChD=70.04'

⑨ Δ=91°11'49"
R=20.00'
Arc=31.83'
ChB=S64°48'57"W
ChD=28.58'

⑩ Δ=74°19'53"
R=7.00'
Arc=9.08'
ChB=N31°24'18"E
ChD=8.46'

⑪ N05°45'39"W
12.51'

⑫ N05°45'39"W
46.00'

⑬ Δ=08°47'38"
R=762.00'
Arc=116.95'
ChB=S44°59'10"W
ChD=116.84'

⑭ Δ=84°17'33"
R=20.00'
Arc=29.42'
ChB=S82°44'07"W
ChD=26.84'

⑮ S40°35'21"W
0.99'

Ⓐ The Falls at Hayden Run Condominium C.P.B. 156, Pg. 16

Ⓑ The Falls at Hayden Run Condominium First Amendment C.P.B. 163, Pg. 70

Ⓒ The Falls at Hayden Run Condominium Second Amendment C.P.B. 165, Pg. 96

(01) The Falls at Hayden Run Condominium Third Amendment Part 1 C.P.B. 168, Pg. 28

(02) The Falls at Hayden Run Condominium Third Amendment Part 2 C.P.B. 168, Pg. 28

Ⓔ The Falls at Hayden Run Condominium Fourth Amendment C.P.B. 174, Pg. 6

Ⓕ The Falls at Hayden Run Condominium Sixth Amendment C.P.B. 180, Pg. 68

(F2) The Falls at Hayden Run Condominium Seventh Amendment Part 2 C.P.B. 182, Pg. 91

EXHIBIT "D"

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. he square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00260
17-5539	Franklin	17	--	0.7231	0.00260
17-5541	Franklin	17	--	0.7231	0.00260
17-5543	Franklin	17	--	0.7231	0.00260
17-5545	Franklin	17	--	0.7231	0.00260
17-5547	Franklin	17	--	0.7231	0.00260
17-5549	Franklin	17	--	0.7231	0.00260
17-5551	Franklin	17	--	0.7231	0.00260
18-5561	Wellington	18	--	0.9534	0.00343
18-5563	Wellington	18	--	0.9534	0.00343
18-5565	Wellington	18	--	0.9534	0.00343
18-5567	Wellington	18	--	0.9534	0.00343
18-5569	Wellington	18	--	0.9534	0.00343
18-5571	Wellington	18	--	0.9534	0.00343
18-5573	Wellington	18	--	0.9534	0.00343
19-5581	Stansbury	19	B2	0.8218	0.00296
19-5583	Stansbury	19	B2	0.8218	0.00296
19-5585	Stansbury	19	B1	0.8218	0.00296
19-5587	Stansbury	19	B2	0.8218	0.00296
19-5589	Stansbury	19	B2	0.8218	0.00296
19-5591	Stansbury	19	B1	0.8218	0.00296
19-5593	Stansbury	19	B2	0.8218	0.00296
19-5595	Stansbury	19	B2	0.8218	0.00296
20-5602	Cromwell	20	C	1.2759	0.00459
20-5606	Cromwell	20	C	1.2759	0.00459
20-5610	Cromwell	20	C	1.2759	0.00459
20-5614	Cromwell	20	C	1.2759	0.00459
21-5582	Wellington	21	--	0.9534	0.00343
21-5584	Wellington	21	--	0.9534	0.00343
21-5586	Wellington	21	--	0.9534	0.00343
21-5588	Wellington	21	--	0.9534	0.00343
21-5590	Wellington	21	--	0.9534	0.00343
21-5592	Wellington	21	--	0.9534	0.00343
21-5594	Wellington	21	--	0.9534	0.00343

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00296
22-5562	Stansbury	22	B2	0.8218	0.00296
22-5564	Stansbury	22	B1	0.8218	0.00296
22-5566	Stansbury	22	B2	0.8218	0.00296
22-5568	Stansbury	22	B2	0.8218	0.00296
22-5570	Stansbury	22	B1	0.8218	0.00296
22-5572	Stansbury	22	B2	0.8218	0.00296
22-5574	Stansbury	22	B2	0.8218	0.00296
23-5603	Reserve	23	D2	0.9837	0.00354
23-5605	Reserve	23	D2	0.9837	0.00354
23-5607	Reserve	23	D2	0.9837	0.00354
23-5609	Reserve	23	D2	0.9837	0.00354
24-5625	Austin	24	B	0.8482	0.00305
24-5627	Austin	24	B	0.8482	0.00305
24-5629	Austin	24	B	0.8482	0.00305
24-5631	Austin	24	B	0.8482	0.00305
24-5633	Austin	24	B	0.8482	0.00305
24-5635	Austin	24	B	0.8482	0.00305
7-5535	Reserve	7	D2	0.9837	0.00354
7-5537	Reserve	7	D2	0.9837	0.00354
7-5539	Reserve	7	D2	0.9837	0.00354
7-5541	Reserve	7	D2	0.9837	0.00354
7-5543	Reserve	7	D2	0.9837	0.00354
7-5545	Reserve	7	D2	0.9837	0.00354
7-5547	Reserve	7	D2	0.9837	0.00354
7-5549	Reserve	7	D2	0.9837	0.00354
12-5190	Austin	12	B	0.8482	0.00305
12-5188	Austin	12	B	0.8482	0.00305
12-5186	Austin	12	B	0.8482	0.00305
12-5184	Austin	12	B	0.8482	0.00305
12-5182	Austin	12	B	0.8482	0.00305
12-5180	Austin	12	B	0.8482	0.00305
12-5178	Austin	12	B	0.8482	0.00305
12-5176	Austin	12	B	0.8482	0.00305
5A-5182	Ternbury	5A	R	1.3153	0.00474
5A-5178	Ternbury	5A	R	1.3153	0.00474
5A-5174	Ternbury	5A	R	1.3153	0.00474
5A-5170	Ternbury	5A	R	1.3153	0.00474

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00354
1-5513	Reserve	1	D2	0.9837	0.00354
1-5515	Reserve	1	D2	0.9837	0.00354
1-5517	Reserve	1	D2	0.9837	0.00354
1-5519	Reserve	1	D2	0.9837	0.00354
1-5521	Reserve	1	D2	0.9837	0.00354
1-5523	Reserve	1	D2	0.9837	0.00354
1-5525	Reserve	1	D2	0.9837	0.00354
8-5177	Cromwell	8	C	1.2759	0.00459
8-5181	Cromwell	8	C	1.2759	0.00459
8-5185	Cromwell	8	C+	1.3285	0.00478
8-5189	Cromwell	8	C	1.2759	0.00459
8-5193	Cromwell	8	C	1.2759	0.00459
6-5202	Ternbury	6	R	1.3153	0.00474
6-5198	Ternbury	6	R	1.3153	0.00474
6-5194	Ternbury	6	R	1.3153	0.00474
6-5190	Ternbury	6	R	1.3153	0.00474
11-5168	Reserve	11	D2	0.9837	0.00354
11-5166	Reserve	11	D2	0.9837	0.00354
11-5164	Reserve	11	D2	0.9837	0.00354
11-5162	Reserve	11	D2	0.9837	0.00354
11-5160	Reserve	11	D2	0.9837	0.00354
11-5158	Reserve	11	D2	0.9837	0.00354
11-5156	Reserve	11	D2	0.9837	0.00354
11-5154	Reserve	11	D2	0.9837	0.00354
11-5152	Reserve	11	D2	0.9837	0.00354
13-5557	Wellington	13	--	0.9534	0.00343
13-5559	Wellington	13	--	0.9534	0.00343
13-5561	Wellington	13	--	0.9534	0.00343
13-5563	Wellington	13	--	0.9534	0.00343
13-5565	Wellington	13	--	0.9534	0.00343
13-5567	Wellington	13	--	0.9534	0.00343
13-5569	Wellington	13	--	0.9534	0.00343

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
14-5155	Franklin	14	--	0.7231	0.00260
14-5157	Franklin	14	--	0.7231	0.00260
14-5159	Franklin	14	--	0.7231	0.00260
14-5161	Franklin	14	--	0.7231	0.00260
14-5163	Franklin	14	--	0.7231	0.00260
14-5165	Franklin	14	--	0.7231	0.00260
14-5167	Franklin	14	--	0.7231	0.00260
14-5169	Franklin	14	--	0.7231	0.00260
14-5171	Franklin	14	--	0.7231	0.00260
14-5173	Franklin	14	--	0.7231	0.00260
15-5577	Stansbury	15	B2	0.8218	0.00296
15-5579	Stansbury	15	B2	0.8218	0.00296
15-5581	Stansbury	15	B1	0.8218	0.00296
15-5583	Stansbury	15	B2	0.8218	0.00296
15-5585	Stansbury	15	B2	0.8218	0.00296
15-5587	Stansbury	15	B1	0.8218	0.00296
15-5589	Stansbury	15	B2	0.8218	0.00296
15-5591	Stansbury	15	B2	0.8218	0.00296
16-5147	Burke	16	--	0.9666	0.00348
16-5143	Burke	16	--	0.9666	0.00348
16-5139	Burke	16	--	0.9666	0.00348
16-5135	Burke	16	--	0.9666	0.00348
9-5151	Cromwell	9	C	1.2759	0.00459
9-5155	Cromwell	9	C	1.2759	0.00459
9-5159	Cromwell	9	C	1.2759	0.00459
9-5163	Cromwell	9	C	1.2759	0.00459
9-5167	Cromwell	9	C	1.2759	0.00459
9-5169	Cromwell	9	C	1.2759	0.00459
10-5544	Reserve	10	D2	0.9837	0.00354
10-5542	Reserve	10	D2	0.9837	0.00354
10-5540	Reserve	10	D2	0.9837	0.00354
10-5538	Reserve	10	D2	0.9837	0.00354
10-5536	Reserve	10	D2	0.9837	0.00354
10-5534	Reserve	10	D2	0.9837	0.00354
10-5532	Reserve	10	D2	0.9837	0.00354
10-5530	Reserve	10	D2	0.9837	0.00354

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
30-5545	Reserve	30	D2	0.9837	0.00354
30-5547	Reserve	30	D2	0.9837	0.00354
30-5549	Reserve	30	D2	0.9837	0.00354
30-5551	Reserve	30	D2	0.9837	0.00354
30-5553	Reserve	30	D2	0.9837	0.00354
30-5555	Reserve	30	D2	0.9837	0.00354
31-5567	Reserve	31	D2	0.9837	0.00354
31-5569	Reserve	31	D2	0.9837	0.00354
31-5571	Reserve	31	D2	0.9837	0.00354
31-5573	Reserve	31	D2	0.9837	0.00354
31-5575	Reserve	31	D2	0.9837	0.00354
31-5577	Reserve	31	D2	0.9837	0.00354
32-5589	Reserve	32	D2	0.9837	0.00354
32-5591	Reserve	32	D2	0.9837	0.00354
32-5593	Reserve	32	D2	0.9837	0.00354
32-5595	Reserve	32	D2	0.9837	0.00354
32-5597	Reserve	32	D2	0.9837	0.00354
32-5599	Reserve	32	D2	0.9837	0.00354
33-5288	Austin	33	B	0.8482	0.00305
33-5286	Austin	33	B	0.8482	0.00305
33-5284	Austin	33	B	0.8482	0.00305
33-5282	Austin	33	B	0.8482	0.00305
33-5280	Austin	33	B	0.8482	0.00305
33-5278	Austin	33	B	0.8482	0.00305
34-5274	Austin	34	B	0.8482	0.00305
34-5272	Austin	34	B	0.8482	0.00305
34-5270	Austin	34	B	0.8482	0.00305
34-5268	Austin	34	B	0.8482	0.00305
34-5266	Austin	34	B	0.8482	0.00305
34-5264	Austin	34	B	0.8482	0.00305
35-5600	Wellington	35	--	0.9534	0.00343
35-5598	Wellington	35	--	0.9534	0.00343
35-5596	Wellington	35	--	0.9534	0.00343
35-5594	Wellington	35	--	0.9534	0.00343
35-5592	Wellington	35	--	0.9534	0.00343
35-5590	Wellington	35	--	0.9534	0.00343
35-5588	Wellington	35	--	0.9534	0.00343

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
36-5578	Stansbury	36	B2	0.8218	0.00296
36-5576	Stansbury	36	B2	0.8218	0.00296
36-5574	Stansbury	36	B1	0.8218	0.00296
36-5572	Stansbury	36	B2	0.8218	0.00296
36-5570	Stansbury	36	B2	0.8218	0.00296
36-5568	Stansbury	36	B1	0.8218	0.00296
36-5566	Stansbury	36	B2	0.8218	0.00296
36-5564	Stansbury	36	B2	0.8218	0.00296
28-5255	Austin	28	B	0.8482	0.00305
28-5257	Austin	28	B	0.8482	0.00305
28-5259	Austin	28	B	0.8482	0.00305
28-5261	Austin	28	B	0.8482	0.00305
28-5263	Austin	28	B	0.8482	0.00305
28-5265	Austin	28	B	0.8482	0.00305
29-5269	Austin	29	B	0.8482	0.00305
29-5271	Austin	29	B	0.8482	0.00305
29-5273	Austin	29	B	0.8482	0.00305
29-5275	Austin	29	B	0.8482	0.00305
29-5277	Austin	29	B	0.8482	0.00305
29-5279	Austin	29	B	0.8482	0.00305
37-5554	Wellington	37	--	0.9534	0.00343
37-5552	Wellington	37	--	0.9534	0.00343
37-5550	Wellington	37	--	0.9534	0.00343
37-5548	Wellington	37	--	0.9534	0.00343
37-5546	Wellington	37	--	0.9534	0.00343
37-5544	Wellington	37	--	0.9534	0.00343
37-5542	Wellington	37	--	0.9534	0.00343
2-5189	Ternbury	2	R	1.3153	0.00474
2-5193	Ternbury	2	R	1.3153	0.00474
2-5197	Ternbury	2	R	1.3153	0.00474
2-5201	Ternbury	2	R	1.3153	0.00474
25-5272	Franklin	25	--	0.7231	0.00260
25-5270	Franklin	25	--	0.7231	0.00260
25-5268	Franklin	25	--	0.7231	0.00260
25-5266	Franklin	25	--	0.7231	0.00260
25-5264	Franklin	25	--	0.7231	0.00260
25-5262	Franklin	25	--	0.7231	0.00260
25-5260	Franklin	25	--	0.7231	0.00260
25-5258	Franklin	25	--	0.7231	0.00260

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
26-5292	Stansbury	26	B2	0.8218	0.00296
26-5290	Stansbury	26	B2	0.8218	0.00296
26-5288	Stansbury	26	B1	0.8218	0.00296
26-5286	Stansbury	26	B2	0.8218	0.00296
26-5284	Stansbury	26	B2	0.8218	0.00296
26-5282	Stansbury	26	B1	0.8218	0.00296
26-5280	Stansbury	26	B2	0.8218	0.00296
26-5278	Stansbury	26	B2	0.8218	0.00296
27-5312	Franklin	27	--	0.7231	0.00260
27-5310	Franklin	27	--	0.7231	0.00260
27-5308	Franklin	27	--	0.7231	0.00260
27-5306	Franklin	27	--	0.7231	0.00260
27-5304	Franklin	27	--	0.7231	0.00260
27-5302	Franklin	27	--	0.7231	0.00260
27-5300	Franklin	27	--	0.7231	0.00260
27-5298	Franklin	27	--	0.7231	0.00260
45-5293	Reserve	45	D2	0.9837	0.00354
45-5295	Reserve	45	D2	0.9837	0.00354
45-5297	Reserve	45	D2	0.9837	0.00354
45-5299	Reserve	45	D2	0.9837	0.00354
45-5301	Reserve	45	D2	0.9837	0.00354
45-5303	Reserve	45	D2	0.9837	0.00354
45-5305	Reserve	45	D2	0.9837	0.00354
45-5307	Reserve	45	D2	0.9837	0.00354
46-5547	Reserve	46	D2	0.9837	0.00354
46-5549	Reserve	46	D2	0.9837	0.00354
46-5551	Reserve	46	D2	0.9837	0.00354
46-5553	Reserve	46	D2	0.9837	0.00354
46-5555	Reserve	46	D2	0.9837	0.00354
46-5557	Reserve	46	D2	0.9837	0.00354
47-5567	Austin	47	B	0.8482	0.00305
47-5569	Austin	47	B	0.8482	0.00305
47-5571	Austin	47	B	0.8482	0.00305
47-5573	Austin	47	B	0.8482	0.00305
47-5575	Austin	47	B	0.8482	0.00305
47-5577	Austin	47	B	0.8482	0.00305
47-5579	Austin	47	B	0.8482	0.00305
47-5581	Austin	47	B	0.8482	0.00305

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
52-5578	Wellington	52	--	0.9534	0.00343
52-5576	Wellington	52	--	0.9534	0.00343
52-5574	Wellington	52	--	0.9534	0.00343
52-5572	Wellington	52	--	0.9534	0.00343
52-5570	Wellington	52	--	0.9534	0.00343
52-5568	Wellington	52	--	0.9534	0.00343
52-5566	Wellington	52	--	0.9534	0.00343
53-5556	Stansbury	53	B2	0.8218	0.00296
53-5554	Stansbury	53	B2	0.8218	0.00296
53-5552	Stansbury	53	B1	0.8218	0.00296
53-5550	Stansbury	53	B2	0.8218	0.00296
53-5548	Stansbury	53	B2	0.8218	0.00296
53-5546	Stansbury	53	B1	0.8218	0.00296
53-5544	Stansbury	53	B2	0.8218	0.00296
53-5542	Stansbury	53	B2	0.8218	0.00296

UNITS ADDED HEREBY:

2A-5169	Ternbury	2A	R	1.3153	0.00474
2A-5173	Ternbury	2A	R	1.3153	0.00474
2A-5177	Ternbury	2A	R	1.3153	0.00474
2A-5181	Ternbury	2A	R	1.3153	0.00474
48-5591	Reserve	48	D2	0.9837	0.00354
48-5593	Reserve	48	D2	0.9837	0.00354
48-5595	Reserve	48	D2	0.9837	0.00354
48-5597	Reserve	48	D2	0.9837	0.00354
48-5599	Reserve	48	D2	0.9837	0.00354
48-5601	Reserve	48	D2	0.9837	0.00354
49-5308	Austin	49	B	0.8482	0.00305
49-5310	Austin	49	B	0.8482	0.00305
49-5312	Austin	49	B	0.8482	0.00305
49-5314	Austin	49	B	0.8482	0.00305
49-5316	Austin	49	B	0.8482	0.00305
49-5318	Austin	49	B	0.8482	0.00305
50-5294	Austin	50	B	0.8482	0.00305
50-5296	Austin	50	B	0.8482	0.00305
50-5298	Austin	50	B	0.8482	0.00305
50-5300	Austin	50	B	0.8482	0.00305
50-5302	Austin	50	B	0.8482	0.00305
50-5304	Austin	50	B	0.8482	0.00305

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
51-5588	Stansbury	51	B2	0.8218	0.00296
51-5590	Stansbury	51	B2	0.8218	0.00296
51-5592	Stansbury	51	B1	0.8218	0.00296
51-5594	Stansbury	51	B2	0.8218	0.00296
51-5596	Stansbury	51	B2	0.8218	0.00296
51-5598	Stansbury	51	B1	0.8218	0.00296
51-5600	Stansbury	51	B2	0.8218	0.00296
51-5602	Stansbury	51	B2	0.8218	0.00296
					1.00

EXHIBIT "F"

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Tembury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

Condominium Plat
200712050209342

200712050209341
Pgs: 34 $288.00 T20070083545
12/05/2007 1:49PM BXCONNOR
Robert G. Montgomery
Franklin County Recorder

TENTH AMENDMENT
TO
DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
FOR
THE FALLS AT HAYDEN RUN CONDOMINIUM

This Tenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 21st day of November, 2007.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium recorded as Instrument 200510260225306 of the records of the Franklin County, Ohio Recorder (the "Declaration") and the Drawings filed in connection therewith recorded at Condominium Plat Book 156, pages 16-52 of the records of the Franklin County, Ohio Recorder ("Drawings").

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 recorded as Instrument Number 200603210052558 of the records of the Franklin County, Ohio Recorder ("First Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 163, Pages 70-77 of the records of the Franklin County, Ohio Recorder("First Drawings").

C. The Declaration was further amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Franklin County, Ohio Recorder ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 165, Pages 96-113, of the records of the Franklin County, Ohio Recorder ("Second Drawings").

CONDOMINIUM

CERTIFICATE OF AUDITOR

A copy of this Tenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Tenth Amendment to the Drawings attached thereto, was filed with this office on Dec 5, 2007.

By Joseph W. Testa / Robert G. Montgomery
Auditor, Franklin County, Ohio

TRANSFERRED

DEC 05 2007

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 196 PAGE 74-97

2263662v4

D. The Declaration was further amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Franklin County, Ohio Recorder ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 168, Pages 28-53, of the records of the Franklin County, Ohio Recorder ("Third Drawings").

E. The Declaration was further amended to add additional Units pursuant to that certain Fourth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 14, 2006 and filed for record as Instrument Number 200608250169152 of the records of the Franklin County, Ohio Recorder ("Fourth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 174, Pages 6-20, of the records of the Franklin County, Ohio Recorder ("Fourth Drawings").

F. The Declaration was further amended to add additional Units pursuant to that certain Fifth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 31, 2006 and filed for record as Instrument Number 200611080224434 of the records of the Franklin County, Ohio Recorder ("Fifth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 178, Pages 37-54, of the records of the Franklin County, Ohio Recorder ("Fifth Drawings").

G. The Declaration was further amended to add additional Units pursuant to that certain Sixth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated December 20, 2006 and filed for record as Instrument Number 200701030001222 of the records of the Franklin County, Ohio Recorder ("Sixth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 180, Pages 68-73, of the records of the Franklin County, Ohio Recorder ("Sixth Drawings").

H. The Declaration was further amended to add additional Units pursuant to that certain Seventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated February 19, 2007 and filed for record as Instrument Number 200703010035542 of the records of the Franklin County, Ohio Recorder ("Seventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 182, Pages 91-117, of the records of the Franklin County, Ohio Recorder ("Seventh Drawings").

I. The Declaration was further amended to add additional Units pursuant to that certain Eighth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 11, 2007 and filed for record as Instrument Number 200705170086364 of the records of the Franklin County, Ohio Recorder ("Eighth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 186, Pages 58-78, of the records of the Franklin County, Ohio Recorder ("Eighth Drawings").

J. The Declaration was further amended to add additional Units pursuant to that certain Ninth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 23, 2007 and filed for record as Instrument Number 200709070158398 of the records of the Franklin County, Ohio Recorder ("Ninth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 191, Pages 60-78, of the records of the Franklin County, Ohio Recorder ("Ninth Drawings").

K. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant (The Falls at Hayden Run, Ltd.) desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property (hereinafter described) meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of approximately 2.078 acres, more or less, comprised of one approximately 1.705 acre tract and one approximately 0.373 acre tract, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto as "Exhibit B" and is hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto as "Exhibit C" and is hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains five (5) residential buildings containing, in the aggregate, twenty-four (24) dwelling units, expanding the Condominium to contain a total of three hundred sixty (360) dwelling units, each of which is called a "Unit".

The residential buildings each contain two-level and three-level (one of which levels is a basement level for some residential buildings) townhouse style dwelling units. Each Unit has a poured concrete lower level (or slab), with J-Cote waterproofing. Further, each Unit consists of wood frame construction with stucco stone or vinyl siding and masonry accents and composition

shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall.

Each Unit added has Limited Common Elements, which Limited Common Elements are described in greater detail in Section 7(b) herein below and are shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements which are currently a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Tenth Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto as "Exhibit D", and is hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding (as appropriate) those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, the Second Drawings, the Third Drawings, the Fourth Drawings, the Fifth Drawings, the Sixth Drawings the Seventh Drawings, the Eighth Drawings and the Ninth Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added to the Condominium Property, along with all of the other land and all improvements thereon and appurtenances thereto (except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit) are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited

Common Elements are comprised as follows: (A) front porch or stoop areas for each Unit added, (B) as to the four (4) Units in the Ternbury style building, a rear yard concrete patio and two (2) parking spaces immediately outside the attached garage door opening, (C) as to the eight (8) Units in the Reserve style buildings, the area between the rear of the Unit and the detached parking garage building, which area may include a stoop/porch area and a concrete patio and (D) as to the twelve (12) Units in the Austin style buildings, the area between the rear of the Unit and the detached parking garage building, which area may include a stoop/porch area and a concrete patio. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium (as expanded hereby) as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration, adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property. In other words, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 21 day of November, 2007.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, its Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Michael J. DeAscentis II, the Manager of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 21 day of November, 2007.

T.R. Brownlee
Notary Public

NOTARIAL SEAL STATE OF OHIO
THOMAS ROBERT BROWNLEE JR
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
TENTH AMENDMENT
PART 1

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

Beginning, for reference, at a northwesterly corner of "The Falls at Hayden Run Condominium Eighth Amendment Part 1" of record in Condominium Plat Book 186, Page 58, a northeasterly corner of "The Falls at Hayden Run Condominium Ninth Amendment" of record in Condominium Plat Book 191, Page 60;

thence South 84° 14' 20" West, with the northerly line of said "The Falls at Hayden Run Condominium Ninth Amendment", a distance of 130.00 feet to the TRUE POINT OF BEGINNING;

thence South 05° 45' 39" East, with a westerly line of said "The Falls at Hayden Run Condominium Ninth Amendment", a distance of 272.00 feet to a corner thereof;

thence South 84° 14' 21" West, with a northerly line of said "The Falls at Hayden Run Condominium Ninth Amendment", a distance of 273.00 feet to a northwesterly corner thereof;

thence North 05° 45' 39" West, across said 73.476 acre tract, a distance of 272.00 feet to a point;

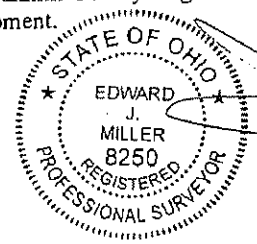
thence North 84° 14' 21" East, continuing across said 73.476 acre tract, a distance of 273.00 feet to the TRUE POINT OF BEGINNING, and containing 1.705 acres of land, more or less, and being out of Auditor's Parcel number 485-273439.

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

This description is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

11/15/07

Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/November 15, 2007
1_705 ac 2388

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
TENTH AMENDMENT
PART 2

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 18.246 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262535 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at an iron pin set at a southeasterly corner of "The Falls at Hayden Run Condominium Eighth Amendment Part 2" of record in Condominium Plat Book 186, Page 58, the westerly line of Reserve "A" of that subdivision entitled "The Falls at Hayden Run Part 1" of record in Plat Book 107, Page 96, being in the westerly right-of-way line of Pyramid Falls Drive;

thence South 05° 45' 39" East, with the westerly line of said Reserve "A", a distance of 171.08 feet to an iron pin set;

thence South 84° 14' 21" West, across said 18.246 acre tract, a distance of 95.00 feet to a point;

thence North 05° 45' 39" West, continuing across said 18.246 acre tract, a distance of 171.08 feet to a southwesterly corner of said "The Falls at Hayden Run Condominium Eighth Amendment Part 2";

thence North 84° 14' 21" East, with the southerly line of said "The Falls at Hayden Run Condominium Eighth Amendment Part 2", a distance of 95.00 feet to the POINT OF BEGINNING, and containing 0.373 acre of land, more or less, and being out of Auditor's Parcel number 485-267763.

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

This description is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

11/15/07

Edward J. Miller
Registered Surveyor No. 8250

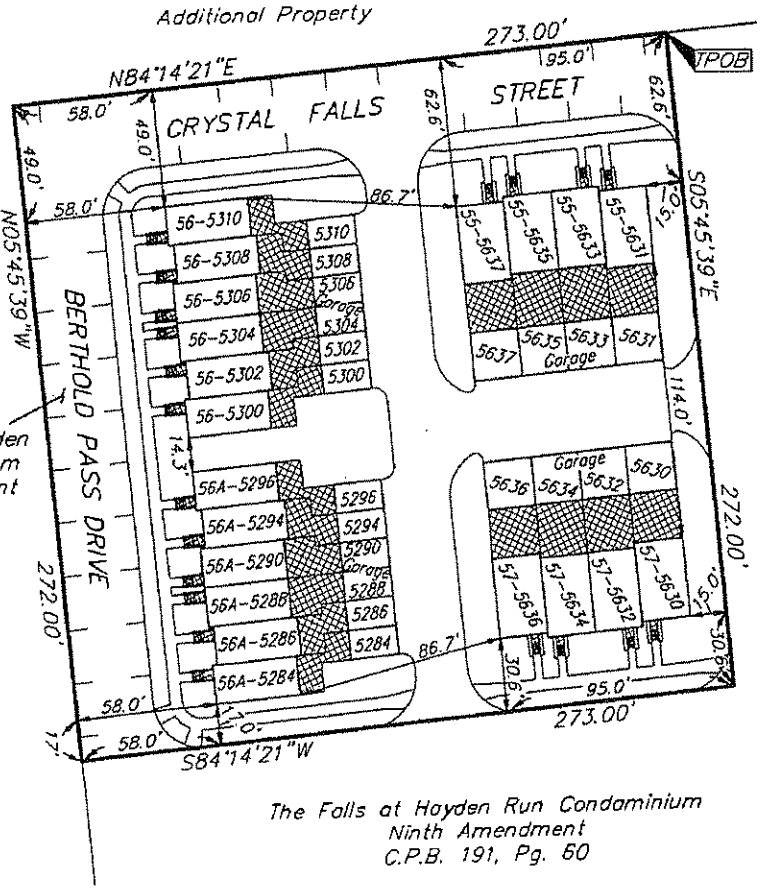
EJM: tb/November 15, 2007
0_373 ac 2388 part 2

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
TENTH AMENDMENT
DECLARATION OF CONDOMINIUM

Ey Mechwart, Hambleton & Tilton, Inc.
E rs • Surveyors • Planners • Scientists
S. w Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

Date: November 19, 2007	Job No. 2007-2388	Scale: 1" = 60'

The Falls at Hayden Run, Ltd.
73.476 Acres
I.N. 200411160262534
A.P.N. 485-273439
Additional Property



The Falls at Hayden Run Condominium
Ninth Amendment
C.P.B. 191, Pg. 60

The Falls at Hayden Run Condominium
Tenth Amendment
Part 1
1.705 Ac.

LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

= Limited Common Element

3-5149 = Unit Designation
= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

60' 0 60' 120'

GRAPHIC SCALE
(IN FEET)

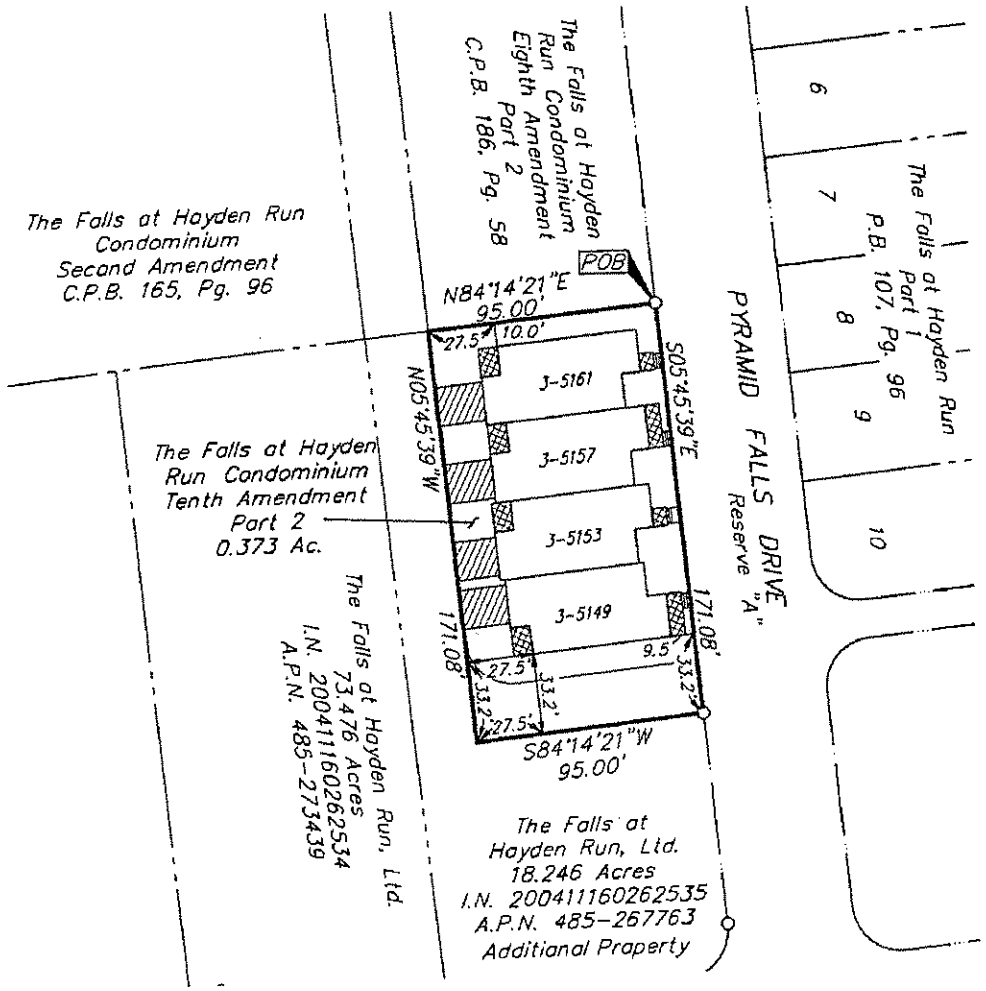
BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

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EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
TENTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: November 19, 2007	Job No. 2007-2388	Scale: 1" = 60'



LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

= Limited Common Element

3-5149 = Unit Designation

= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

60' 0 60' 120'

GRAPHIC SCALE (IN FEET)

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

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Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
TENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: Novemb 07
Scale: 1" = 300'
Job No: 2007-2388

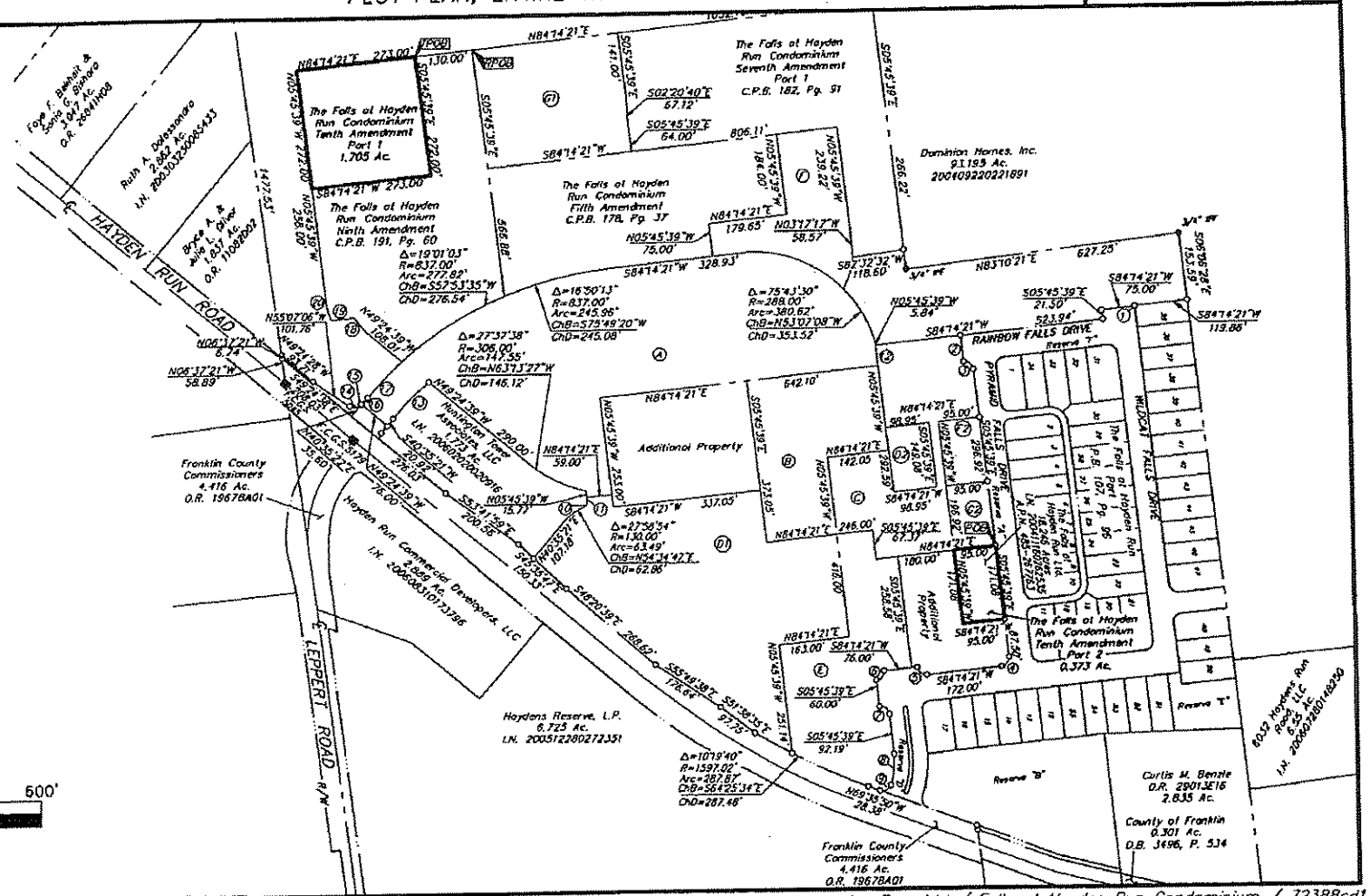
BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND
- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'
GRAPHIC SCALE (IN FEET)

Sheet 1 of 3



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Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
TENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

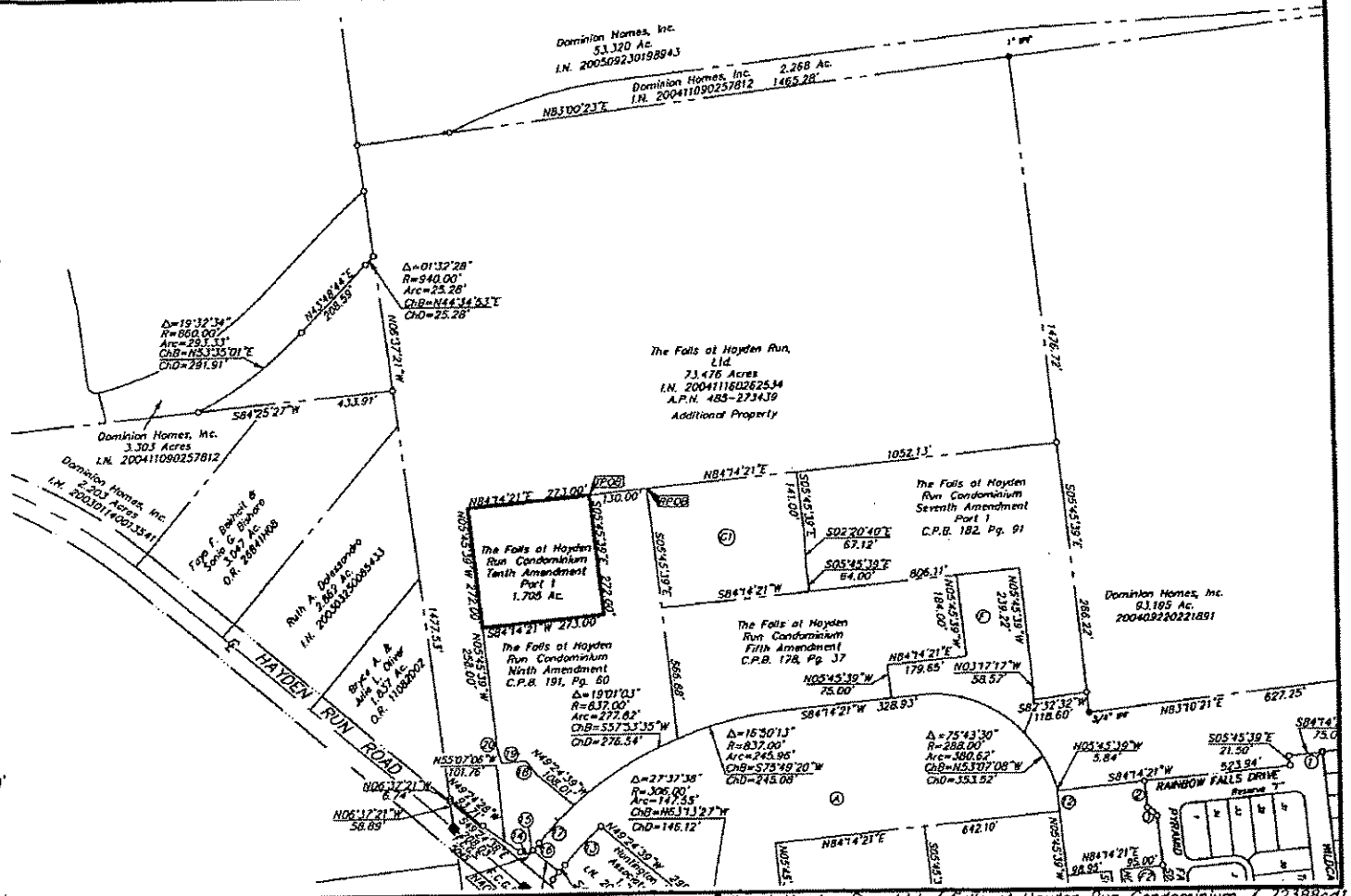
Date: November 19, 2007
Scale: 1" = 300'
Job No: 2007-2388

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND
- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'
GRAPHIC SCALE (IN FEET)



EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT
FALLS AT HAYDEN RUN CONDOMINIUM
TENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: Novemb 707
Scale: 1" = 200'
Job No: 2007-2388

① N05°45'39"W
1.71'

② S05°45'39"E
60.00'

③ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

④ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑤ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=N50°45'39"W
ChD=28.28'

⑥ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑦ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

⑧ Δ=24°58'05"
R=162.00'
Arc=70.60'
ChB=S06°43'22"W
ChD=70.04'

⑨ Δ=91°11'49"
R=20.00'
Arc=31.83'
ChB=S64°48'57"W
ChD=28.58'

⑩ Δ=74°19'53"
R=7.00'
Arc=9.08'
ChB=N31°24'18"E
ChD=8.46'

⑪ N05°45'39"W
12.51'

⑫ N05°45'39"W
46.00'

⑬ Δ=08°47'38"
R=762.00'
Arc=116.95'
ChB=S44°59'10"W
ChD=116.84'

⑭ Δ=84°17'33"
R=20.00'
Arc=29.42'
ChB=S82°44'07"W
ChD=26.84'

⑮ S40°35'21"W
0.99'

⑯ N43°18'47"E
20.94'

⑰ Δ=07°47'43"
R=837.00'
Arc=113.88'
ChB=N44°29'30"E
ChD=113.79'

⑱ N37°27'28"W
39.91'

⑲ S84°14'21"W
52.71'

⑳ Δ=16°37'34"
R=166.00'
Arc=48.17'
ChB=N14°04'25"W
ChD=48.00'

Ⓐ The Falls at Hayden Run Condominium C.P.B. 156, Pg. 16

Ⓑ The Falls at Hayden Run Condominium First Amendment C.P.B. 163, Pg. 70

Ⓒ The Falls at Hayden Run Condominium Second Amendment C.P.B. 165, Pg. 96

Ⓓ1 The Falls at Hayden Run Condominium Third Amendment Part 1 C.P.B. 168, Pg. 28

Ⓓ2 The Falls at Hayden Run Condominium Third Amendment Part 2 C.P.B. 168, Pg. 28

Ⓔ The Falls at Hayden Run Condominium Fourth Amendment C.P.B. 174, Pg. 6

Ⓕ1 The Falls at Hayden Run Condominium Sixth Amendment C.P.B. 180, Pg. 68

Ⓕ2 The Falls at Hayden Run Condominium Seventh Amendment Part 2 C.P.B. 182, Pg. 91

Ⓖ1 The Falls at Hayden Run Condominium Eighth Amendment Part 1 C.P.B. 186, Pg. 58

Ⓖ2 The Falls at Hayden Run Condominium Eighth Amendment Part 2 C.P.B. 186, Pg. 58

\\CMHWIN1\SURVEY\PROJECTS\2007\2388\DWG\2388EXHIBIT.DWG<EXHIBIT 3 LANDSCAPE> - 40 HRS - LAST SAVED BY TBAXTER [11/14/2007 12:21:42 PM] - PLOTTED BY TBAXTER [11/14/2007 12:21:52 PM]

EXHIBIT "D"

TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00217
17-5539	Franklin	17	--	0.7231	0.00217
17-5541	Franklin	17	--	0.7231	0.00217
17-5543	Franklin	17	--	0.7231	0.00217
17-5545	Franklin	17	--	0.7231	0.00217
17-5547	Franklin	17	--	0.7231	0.00217
17-5549	Franklin	17	--	0.7231	0.00217
17-5551	Franklin	17	--	0.7231	0.00217
18-5561	Wellington	18	--	0.9534	0.00286
18-5563	Wellington	18	--	0.9534	0.00286
18-5565	Wellington	18	--	0.9534	0.00286
18-5567	Wellington	18	--	0.9534	0.00286
18-5569	Wellington	18	--	0.9534	0.00286
18-5571	Wellington	18	--	0.9534	0.00286
18-5573	Wellington	18	--	0.9534	0.00286
19-5581	Stansbury	19	B2	0.8218	0.00247
19-5583	Stansbury	19	B2	0.8218	0.00247
19-5585	Stansbury	19	B1	0.8218	0.00247
19-5587	Stansbury	19	B2	0.8218	0.00247
19-5589	Stansbury	19	B2	0.8218	0.00247
19-5591	Stansbury	19	B1	0.8218	0.00247
19-5593	Stansbury	19	B2	0.8218	0.00247
19-5595	Stansbury	19	B2	0.8218	0.00247
20-5602	Cromwell	20	C	1.2759	0.00383
20-5606	Cromwell	20	C	1.2759	0.00383
20-5610	Cromwell	20	C	1.2759	0.00383
20-5614	Cromwell	20	C	1.2759	0.00383
21-5582	Wellington	21	--	0.9534	0.00286
21-5584	Wellington	21	--	0.9534	0.00286
21-5586	Wellington	21	--	0.9534	0.00286
21-5588	Wellington	21	--	0.9534	0.00286
21-5590	Wellington	21	--	0.9534	0.00286
21-5592	Wellington	21	--	0.9534	0.00286
21-5594	Wellington	21	--	0.9534	0.00286

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00247
22-5562	Stansbury	22	B2	0.8218	0.00247
22-5564	Stansbury	22	B1	0.8218	0.00247
22-5566	Stansbury	22	B2	0.8218	0.00247
22-5568	Stansbury	22	B2	0.8218	0.00247
22-5570	Stansbury	22	B1	0.8218	0.00247
22-5572	Stansbury	22	B2	0.8218	0.00247
22-5574	Stansbury	22	B2	0.8218	0.00247
23-5603	Reserve	23	D2	0.9837	0.00295
23-5605	Reserve	23	D2	0.9837	0.00295
23-5607	Reserve	23	D2	0.9837	0.00295
23-5609	Reserve	23	D2	0.9837	0.00295
24-5625	Austin	24	B	0.8482	0.00255
24-5627	Austin	24	B	0.8482	0.00255
24-5629	Austin	24	B	0.8482	0.00255
24-5631	Austin	24	B	0.8482	0.00255
24-5633	Austin	24	B	0.8482	0.00255
24-5635	Austin	24	B	0.8482	0.00255
7-5535	Reserve	7	D2	0.9837	0.00295
7-5537	Reserve	7	D2	0.9837	0.00295
7-5539	Reserve	7	D2	0.9837	0.00295
7-5541	Reserve	7	D2	0.9837	0.00295
7-5543	Reserve	7	D2	0.9837	0.00295
7-5545	Reserve	7	D2	0.9837	0.00295
7-5547	Reserve	7	D2	0.9837	0.00295
7-5549	Reserve	7	D2	0.9837	0.00295
12-5190	Austin	12	B	0.8482	0.00255
12-5188	Austin	12	B	0.8482	0.00255
12-5186	Austin	12	B	0.8482	0.00255
12-5184	Austin	12	B	0.8482	0.00255
12-5182	Austin	12	B	0.8482	0.00255
12-5180	Austin	12	B	0.8482	0.00255
12-5178	Austin	12	B	0.8482	0.00255
12-5176	Austin	12	B	0.8482	0.00255
5A-5182	Ternbury	5A	R	1.3153	0.00395
5A-5178	Ternbury	5A	R	1.3153	0.00395
5A-5174	Ternbury	5A	R	1.3153	0.00395
5A-5170	Ternbury	5A	R	1.3153	0.00395

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00295
1-5513	Reserve	1	D2	0.9837	0.00295
1-5515	Reserve	1	D2	0.9837	0.00295
1-5517	Reserve	1	D2	0.9837	0.00295
1-5519	Reserve	1	D2	0.9837	0.00295
1-5521	Reserve	1	D2	0.9837	0.00295
1-5523	Reserve	1	D2	0.9837	0.00295
1-5525	Reserve	1	D2	0.9837	0.00295
8-5177	Cromwell	8	C	1.2759	0.00383
8-5181	Cromwell	8	C	1.2759	0.00383
8-5185	Cromwell	8	C+	1.3285	0.00399
8-5189	Cromwell	8	C	1.2759	0.00383
8-5193	Cromwell	8	C	1.2759	0.00383
6-5202	Ternbury	6	R	1.3153	0.00395
6-5198	Ternbury	6	R	1.3153	0.00395
6-5194	Ternbury	6	R	1.3153	0.00395
6-5190	Ternbury	6	R	1.3153	0.00395
11-5168	Reserve	11	D2	0.9837	0.00295
11-5166	Reserve	11	D2	0.9837	0.00295
11-5164	Reserve	11	D2	0.9837	0.00295
11-5162	Reserve	11	D2	0.9837	0.00295
11-5160	Reserve	11	D2	0.9837	0.00295
11-5158	Reserve	11	D2	0.9837	0.00295
11-5156	Reserve	11	D2	0.9837	0.00295
11-5154	Reserve	11	D2	0.9837	0.00295
11-5152	Reserve	11	D2	0.9837	0.00295
13-5557	Wellington	13	--	0.9534	0.00286
13-5559	Wellington	13	--	0.9534	0.00286
13-5561	Wellington	13	--	0.9534	0.00286
13-5563	Wellington	13	--	0.9534	0.00286
13-5565	Wellington	13	--	0.9534	0.00286
13-5567	Wellington	13	--	0.9534	0.00286
13-5569	Wellington	13	--	0.9534	0.00286

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
14-5155	Franklin	14	--	0.7231	0.00217
14-5157	Franklin	14	--	0.7231	0.00217
14-5159	Franklin	14	--	0.7231	0.00217
14-5161	Franklin	14	--	0.7231	0.00217
14-5163	Franklin	14	--	0.7231	0.00217
14-5165	Franklin	14	--	0.7231	0.00217
14-5167	Franklin	14	--	0.7231	0.00217
14-5169	Franklin	14	--	0.7231	0.00217
14-5171	Franklin	14	--	0.7231	0.00217
14-5173	Franklin	14	--	0.7231	0.00217
15-5577	Stansbury	15	B2	0.8218	0.00247
15-5579	Stansbury	15	B2	0.8218	0.00247
15-5581	Stansbury	15	B1	0.8218	0.00247
15-5583	Stansbury	15	B2	0.8218	0.00247
15-5585	Stansbury	15	B2	0.8218	0.00247
15-5587	Stansbury	15	B1	0.8218	0.00247
15-5589	Stansbury	15	B2	0.8218	0.00247
15-5591	Stansbury	15	B2	0.8218	0.00247
16-5147	Burke	16	--	0.9666	0.00290
16-5143	Burke	16	--	0.9666	0.00290
16-5139	Burke	16	--	0.9666	0.00290
16-5135	Burke	16	--	0.9666	0.00290
9-5151	Cromwell	9	C	1.2759	0.00383
9-5155	Cromwell	9	C	1.2759	0.00383
9-5159	Cromwell	9	C	1.2759	0.00383
9-5163	Cromwell	9	C	1.2759	0.00383
9-5167	Cromwell	9	C	1.2759	0.00383
9-5169	Cromwell	9	C	1.2759	0.00383
10-5544	Reserve	10	D2	0.9837	0.00295
10-5542	Reserve	10	D2	0.9837	0.00295
10-5540	Reserve	10	D2	0.9837	0.00295
10-5538	Reserve	10	D2	0.9837	0.00295
10-5536	Reserve	10	D2	0.9837	0.00295
10-5534	Reserve	10	D2	0.9837	0.00295
10-5532	Reserve	10	D2	0.9837	0.00295
10-5530	Reserve	10	D2	0.9837	0.00295

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
30-5545	Reserve	30	D2	0.9837	0.00295
30-5547	Reserve	30	D2	0.9837	0.00295
30-5549	Reserve	30	D2	0.9837	0.00295
30-5551	Reserve	30	D2	0.9837	0.00295
30-5553	Reserve	30	D2	0.9837	0.00295
30-5555	Reserve	30	D2	0.9837	0.00295
31-5567	Reserve	31	D2	0.9837	0.00295
31-5569	Reserve	31	D2	0.9837	0.00295
31-5571	Reserve	31	D2	0.9837	0.00295
31-5573	Reserve	31	D2	0.9837	0.00295
31-5575	Reserve	31	D2	0.9837	0.00295
31-5577	Reserve	31	D2	0.9837	0.00295
32-5589	Reserve	32	D2	0.9837	0.00295
32-5591	Reserve	32	D2	0.9837	0.00295
32-5593	Reserve	32	D2	0.9837	0.00295
32-5595	Reserve	32	D2	0.9837	0.00295
32-5597	Reserve	32	D2	0.9837	0.00295
32-5599	Reserve	32	D2	0.9837	0.00295
33-5288	Austin	33	B	0.8482	0.00255
33-5286	Austin	33	B	0.8482	0.00255
33-5284	Austin	33	B	0.8482	0.00255
33-5282	Austin	33	B	0.8482	0.00255
33-5280	Austin	33	B	0.8482	0.00255
33-5278	Austin	33	B	0.8482	0.00255
34-5274	Austin	34	B	0.8482	0.00255
34-5272	Austin	34	B	0.8482	0.00255
34-5270	Austin	34	B	0.8482	0.00255
34-5268	Austin	34	B	0.8482	0.00255
34-5266	Austin	34	B	0.8482	0.00255
34-5264	Austin	34	B	0.8482	0.00255
35-5600	Wellington	35	--	0.9534	0.00286
35-5598	Wellington	35	--	0.9534	0.00286
35-5596	Wellington	35	--	0.9534	0.00286
35-5594	Wellington	35	--	0.9534	0.00286
35-5592	Wellington	35	--	0.9534	0.00286
35-5590	Wellington	35	--	0.9534	0.00286
35-5588	Wellington	35	--	0.9534	0.00286

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
36-5578	Stansbury	36	B2	0.8218	0.00247
36-5576	Stansbury	36	B2	0.8218	0.00247
36-5574	Stansbury	36	B1	0.8218	0.00247
36-5572	Stansbury	36	B2	0.8218	0.00247
36-5570	Stansbury	36	B2	0.8218	0.00247
36-5568	Stansbury	36	B1	0.8218	0.00247
36-5566	Stansbury	36	B2	0.8218	0.00247
36-5564	Stansbury	36	B2	0.8218	0.00247
28-5255	Austin	28	B	0.8482	0.00255
28-5257	Austin	28	B	0.8482	0.00255
28-5259	Austin	28	B	0.8482	0.00255
28-5261	Austin	28	B	0.8482	0.00255
28-5263	Austin	28	B	0.8482	0.00255
28-5265	Austin	28	B	0.8482	0.00255
29-5269	Austin	29	B	0.8482	0.00255
29-5271	Austin	29	B	0.8482	0.00255
29-5273	Austin	29	B	0.8482	0.00255
29-5275	Austin	29	B	0.8482	0.00255
29-5277	Austin	29	B	0.8482	0.00255
29-5279	Austin	29	B	0.8482	0.00255
37-5554	Wellington	37	--	0.9534	0.00286
37-5552	Wellington	37	--	0.9534	0.00286
37-5550	Wellington	37	--	0.9534	0.00286
37-5548	Wellington	37	--	0.9534	0.00286
37-5546	Wellington	37	--	0.9534	0.00286
37-5544	Wellington	37	--	0.9534	0.00286
37-5542	Wellington	37	--	0.9534	0.00286
2-5189	Ternbury	2	R	1.3153	0.00395
2-5193	Ternbury	2	R	1.3153	0.00395
2-5197	Ternbury	2	R	1.3153	0.00395
2-5201	Ternbury	2	R	1.3153	0.00395
25-5272	Franklin	25	--	0.7231	0.00217
25-5270	Franklin	25	--	0.7231	0.00217
25-5268	Franklin	25	--	0.7231	0.00217
25-5266	Franklin	25	--	0.7231	0.00217
25-5264	Franklin	25	--	0.7231	0.00217
25-5262	Franklin	25	--	0.7231	0.00217
25-5260	Franklin	25	--	0.7231	0.00217
25-5258	Franklin	25	--	0.7231	0.00217

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
26-5292	Stansbury	26	B2	0.8218	0.00247
26-5290	Stansbury	26	B2	0.8218	0.00247
26-5288	Stansbury	26	B1	0.8218	0.00247
26-5286	Stansbury	26	B2	0.8218	0.00247
26-5284	Stansbury	26	B2	0.8218	0.00247
26-5282	Stansbury	26	B1	0.8218	0.00247
26-5280	Stansbury	26	B2	0.8218	0.00247
26-5278	Stansbury	26	B2	0.8218	0.00247
27-5312	Franklin	27	--	0.7231	0.00217
27-5310	Franklin	27	--	0.7231	0.00217
27-5308	Franklin	27	--	0.7231	0.00217
27-5306	Franklin	27	--	0.7231	0.00217
27-5304	Franklin	27	--	0.7231	0.00217
27-5302	Franklin	27	--	0.7231	0.00217
27-5300	Franklin	27	--	0.7231	0.00217
27-5298	Franklin	27	--	0.7231	0.00217
45-5293	Reserve	45	D2	0.9837	0.00295
45-5295	Reserve	45	D2	0.9837	0.00295
45-5297	Reserve	45	D2	0.9837	0.00295
45-5299	Reserve	45	D2	0.9837	0.00295
45-5301	Reserve	45	D2	0.9837	0.00295
45-5303	Reserve	45	D2	0.9837	0.00295
45-5305	Reserve	45	D2	0.9837	0.00295
45-5307	Reserve	45	D2	0.9837	0.00295
46-5547	Reserve	46	D2	0.9837	0.00295
46-5549	Reserve	46	D2	0.9837	0.00295
46-5551	Reserve	46	D2	0.9837	0.00295
46-5553	Reserve	46	D2	0.9837	0.00295
46-5555	Reserve	46	D2	0.9837	0.00295
46-5557	Reserve	46	D2	0.9837	0.00295
47-5567	Austin	47	B	0.8482	0.00255
47-5569	Austin	47	B	0.8482	0.00255
47-5571	Austin	47	B	0.8482	0.00255
47-5573	Austin	47	B	0.8482	0.00255
47-5575	Austin	47	B	0.8482	0.00255
47-5577	Austin	47	B	0.8482	0.00255
47-5579	Austin	47	B	0.8482	0.00255
47-5581	Austin	47	B	0.8482	0.00255

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
52-5578	Wellington	52	--	0.9534	0.00286
52-5576	Wellington	52	--	0.9534	0.00286
52-5574	Wellington	52	--	0.9534	0.00286
52-5572	Wellington	52	--	0.9534	0.00286
52-5570	Wellington	52	--	0.9534	0.00286
52-5568	Wellington	52	--	0.9534	0.00286
52-5566	Wellington	52	--	0.9534	0.00286
53-5556	Stansbury	53	B2	0.8218	0.00247
53-5554	Stansbury	53	B2	0.8218	0.00247
53-5552	Stansbury	53	B1	0.8218	0.00247
53-5550	Stansbury	53	B2	0.8218	0.00247
53-5548	Stansbury	53	B2	0.8218	0.00247
53-5546	Stansbury	53	B1	0.8218	0.00247
53-5544	Stansbury	53	B2	0.8218	0.00247
53-5542	Stansbury	53	B2	0.8218	0.00247
2A-5169	Ternbury	2A	R	1.3153	0.00395
2A-5173	Ternbury	2A	R	1.3153	0.00395
2A-5177	Ternbury	2A	R	1.3153	0.00395
2A-5181	Ternbury	2A	R	1.3153	0.00395
48-5591	Reserve	48	D2	0.9837	0.00295
48-5593	Reserve	48	D2	0.9837	0.00295
48-5595	Reserve	48	D2	0.9837	0.00295
48-5597	Reserve	48	D2	0.9837	0.00295
48-5599	Reserve	48	D2	0.9837	0.00295
48-5601	Reserve	48	D2	0.9837	0.00295
49-5308	Austin	49	B	0.8482	0.00255
49-5310	Austin	49	B	0.8482	0.00255
49-5312	Austin	49	B	0.8482	0.00255
49-5314	Austin	49	B	0.8482	0.00255
49-5316	Austin	49	B	0.8482	0.00255
49-5318	Austin	49	B	0.8482	0.00255
50-5294	Austin	50	B	0.8482	0.00255
50-5296	Austin	50	B	0.8482	0.00255
50-5298	Austin	50	B	0.8482	0.00255
50-5300	Austin	50	B	0.8482	0.00255
50-5302	Austin	50	B	0.8482	0.00255
50-5304	Austin	50	B	0.8482	0.00255

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
51-5588	Stansbury	51	B2	0.8218	0.00247
51-5590	Stansbury	51	B2	0.8218	0.00247
51-5592	Stansbury	51	B1	0.8218	0.00247
51-5594	Stansbury	51	B2	0.8218	0.00247
51-5596	Stansbury	51	B2	0.8218	0.00247
51-5598	Stansbury	51	B1	0.8218	0.00247
51-5600	Stansbury	51	B2	0.8218	0.00247
51-5602	Stansbury	51	B2	0.8218	0.00247
38-5267	Reserve	38	D2	0.9837	0.00295
38-5269	Reserve	38	D2	0.9837	0.00295
38-5271	Reserve	38	D2	0.9837	0.00295
38-5273	Reserve	38	D2	0.9837	0.00295
38-5277	Reserve	38	D2	0.9837	0.00295
38-5279	Reserve	38	D2	0.9837	0.00295
38-5281	Reserve	38	D2	0.9837	0.00295
38-5283	Reserve	38	D2	0.9837	0.00295
39-5629	Franklin	39	--	0.7231	0.00217
39-5631	Franklin	39	--	0.7231	0.00217
39-5633	Franklin	39	--	0.7231	0.00217
39-5635	Franklin	39	--	0.7231	0.00217
39-5637	Franklin	39	--	0.7231	0.00217
39-5639	Franklin	39	--	0.7231	0.00217
40-5258	Wellington	40	--	0.9534	0.00286
40-5260	Wellington	40	--	0.9534	0.00286
40-5262	Wellington	40	--	0.9534	0.00286
40-5264	Wellington	40	--	0.9534	0.00286
40-5266	Wellington	40	--	0.9534	0.00286
40-5268	Wellington	40	--	0.9534	0.00286
40-5270	Wellington	40	--	0.9534	0.00286
40-5272	Wellington	40	--	0.9534	0.00286
41-5628	Franklin	41	--	0.7231	0.00217
41-5630	Franklin	41	--	0.7231	0.00217
41-5632	Franklin	41	--	0.7231	0.00217
41-5634	Franklin	41	--	0.7231	0.00217
41-5636	Franklin	41	--	0.7231	0.00217
41-5638	Franklin	41	--	0.7231	0.00217

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
54-5297	Reserve	54	D2	0.9837	0.00295
54-5299	Reserve	54	D2	0.9837	0.00295
54-5301	Reserve	54	D2	0.9837	0.00295
54-5303	Reserve	54	D2	0.9837	0.00295
54-5307	Reserve	54	D2	0.9837	0.00295
54-5309	Reserve	54	D2	0.9837	0.00295
54-5311	Reserve	54	D2	0.9837	0.00295
54-5313	Reserve	54	D2	0.9837	0.00295

UNITS ADDED HEREBY:

3-5149	Ternbury	3	R	1.3153	0.00395
3-5153	Ternbury	3	R	1.3153	0.00395
3-5157	Ternbury	3	R	1.3153	0.00395
3-5161	Ternbury	3	R	1.3153	0.00395
55-5631	Reserve	55	D2	0.9837	0.00295
55-5633	Reserve	55	D2	0.9837	0.00295
55-5635	Reserve	55	D2	0.9837	0.00295
55-5637	Reserve	55	D2	0.9837	0.00295
56-5310	Austin	56	B	0.8482	0.00255
56-5308	Austin	56	B	0.8482	0.00255
56-5306	Austin	56	B	0.8482	0.00255
56-5304	Austin	56	B	0.8482	0.00255
56-5302	Austin	56	B	0.8482	0.00255
56-5300	Austin	56	B	0.8482	0.00255
56A-5296	Austin	56A	B	0.8482	0.00255
56A-5294	Austin	56A	B	0.8482	0.00255
56A-5290	Austin	56A	B	0.8482	0.00255
56A-5288	Austin	56A	B	0.8482	0.00255
56A-5286	Austin	56A	B	0.8482	0.00255
56A-5284	Austin	56A	B	0.8482	0.00255
57-5636	Reserve	57	D2	0.9837	0.00295
57-5634	Reserve	57	D2	0.9837	0.00295
57-5632	Reserve	57	D2	0.9837	0.00295
57-5630	Reserve	57	D2	0.9837	0.00295
					1.00

EXHIBIT "F"

TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Ternbury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

Condominium Plat 200804040051236

200804040051234
Pgs: 34 $288.00 T20080023170
04/04/2008 10:11AM BXCONNOR
Robert G. Montgomery
Franklin County Recorder

ELEVENTH AMENDMENT TO DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR THE FALLS AT HAYDEN RUN CONDOMINIUM

This Eleventh Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 31st day of March, 2008.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium recorded as Instrument 200510260225306 of the records of the Franklin County, Ohio Recorder (the "Declaration") and the Drawings filed in connection therewith recorded at Condominium Plat Book 156, pages 16-52 of the records of the Franklin County, Ohio Recorder ("Drawings").

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 recorded as Instrument Number 200603210052558 of the records of the Franklin County, Ohio Recorder ("First Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 163, Pages 70-77 of the records of the Franklin County, Ohio Recorder("First Drawings").

C. The Declaration was further amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Franklin County, Ohio Recorder ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 165, Pages 96-113, of the records of the Franklin County, Ohio Recorder ("Second Drawings").

CERTIFICATE OF AUDITOR

A copy of this Eleventh Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Eleventh Amendment to the Drawings attached thereto, was filed with this office on April 4, 2008.

By: Joseph W. Testa By: Shannon Christian
Auditor, Franklin County, Ohio

TRANSFERRED

APR 04 2008

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 201 PAGE 36-62

2389186v2

D. The Declaration was further amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Franklin County, Ohio Recorder ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 168, Pages 28-53, of the records of the Franklin County, Ohio Recorder ("Third Drawings").

E. The Declaration was further amended to add additional Units pursuant to that certain Fourth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 14, 2006 and filed for record as Instrument Number 200608250169152 of the records of the Franklin County, Ohio Recorder ("Fourth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 174, Pages 6-20, of the records of the Franklin County, Ohio Recorder ("Fourth Drawings").

F. The Declaration was further amended to add additional Units pursuant to that certain Fifth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 31, 2006 and filed for record as Instrument Number 200611080224434 of the records of the Franklin County, Ohio Recorder ("Fifth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 178, Pages 37-54, of the records of the Franklin County, Ohio Recorder ("Fifth Drawings").

G. The Declaration was further amended to add additional Units pursuant to that certain Sixth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated December 20, 2006 and filed for record as Instrument Number 200701030001222 of the records of the Franklin County, Ohio Recorder ("Sixth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 180, Pages 68-73, of the records of the Franklin County, Ohio Recorder ("Sixth Drawings").

H. The Declaration was further amended to add additional Units pursuant to that certain Seventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated February 19, 2007 and filed for record as Instrument Number 200703010035542 of the records of the Franklin County, Ohio Recorder ("Seventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 182, Pages 91-117, of the records of the Franklin County, Ohio Recorder ("Seventh Drawings").

I. The Declaration was further amended to add additional Units pursuant to that certain Eighth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 11, 2007 and filed for record as Instrument Number 200705170086364 of the records of the Franklin County, Ohio Recorder ("Eighth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 186, Pages 58-78, of the records of the Franklin County, Ohio Recorder ("Eighth Drawings").

J. The Declaration was further amended to add additional Units pursuant to that certain Ninth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 23, 2007 and filed for record as Instrument Number 200709070158398 of the records of the Franklin County, Ohio Recorder ("Ninth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 191, Pages 60-78, of the records of the Franklin County, Ohio Recorder ("Ninth Drawings").

K. The Declaration was further amended to add additional Units pursuant to that certain Tenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated November 21, 2007 and filed for record as Instrument Number 200712050209341 of the records of the Franklin County, Ohio Recorder ("Tenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 196, Pages 74-97, of the records of the Franklin County, Ohio Recorder ("Tenth Drawings").

L. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant (The Falls at Hayden Run, Ltd.) desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property (hereinafter described) meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of approximately 2.082 acres, more or less, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto as "Exhibit B" and is hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto as "Exhibit C" and is hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains four (4) residential buildings containing, in the aggregate, twenty-six

(26) dwelling units, expanding the Condominium to contain a total of three hundred eighty-six (386) dwelling units, each of which is called a "Unit".

The residential buildings each contain three-level (one of which levels is a basement level for some residential buildings) townhouse style dwelling units. Each Unit has a poured concrete lower level (or slab), with J-Cote waterproofing. Further, each Unit consists of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall.

Each Unit added has Limited Common Elements, which Limited Common Elements are described in greater detail in Section 7(b) herein below and are shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements which are currently a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Eleventh Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto as "Exhibit D", and is hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding (as appropriate) those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, the Second Drawings, the Third Drawings, the Fourth Drawings, the Fifth Drawings, the Sixth Drawings the Seventh Drawings, the Eighth Drawings, the Ninth Drawings and the Tenth Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added to the Condominium Property, along with all of the other land and all improvements thereon and appurtenances thereto (except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit) are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements are comprised as follows: (A) front porch or stoop areas for each Unit added, (B) as to the twelve (12) Units in the Austin style buildings, the area between the rear of the Unit and the detached parking garage building, which area may include a stoop/porch area and a concrete patio, (C) as to the six (6) Units in the Reserve style building, the area between the rear of the Unit and the detached parking garage building, which area may include a stoop/porch area and a concrete patio and (D) as to the eight (8) Units in the Stansbury style building, a rear deck area and one (1) parking space immediately outside the attached garage door opening. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium (as expanded herehy) as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration, adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property. In other words, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 3rd day of March, 2008.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, its Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Michael J. DeAscentis II, the Manager of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 3rd day of March, 2008.

_____
Notary Public

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
ELEVENTH AMENDMENT

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at an iron pin set at a northeasterly corner of "The Falls at Hayden Run Condominium Seventh Amendment Part 1" of record in Condominium Plat Book 182, Page 91, the westerly line of that 93.195 acre tract as conveyed to Dominion Homes, Inc. by deed of record in Instrument Number 200409220221891;

thence South 84° 14' 21" West, with the northerly line of said "The Falls at Hayden Run Condominium Seventh Amendment Part 1", a distance of 333.41 feet to a point;

thence North 05° 45' 39" West, across said 73.476 acre tract, a distance of 272.00 feet to a point;

thence North 84° 14' 21" East, continuing across said 73.476 acre tract, a distance of 333.41 feet to an iron pin set in the westerly line of said 93.195 acre tract;

thence South 05° 45' 39" East, with said westerly line, a distance of 272.00 feet to the POINT OF BEGINNING, and containing 2.082 acres of land, more or less, and being out of Auditor's Parcel number 485-273439.

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

This description is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

3/21/08



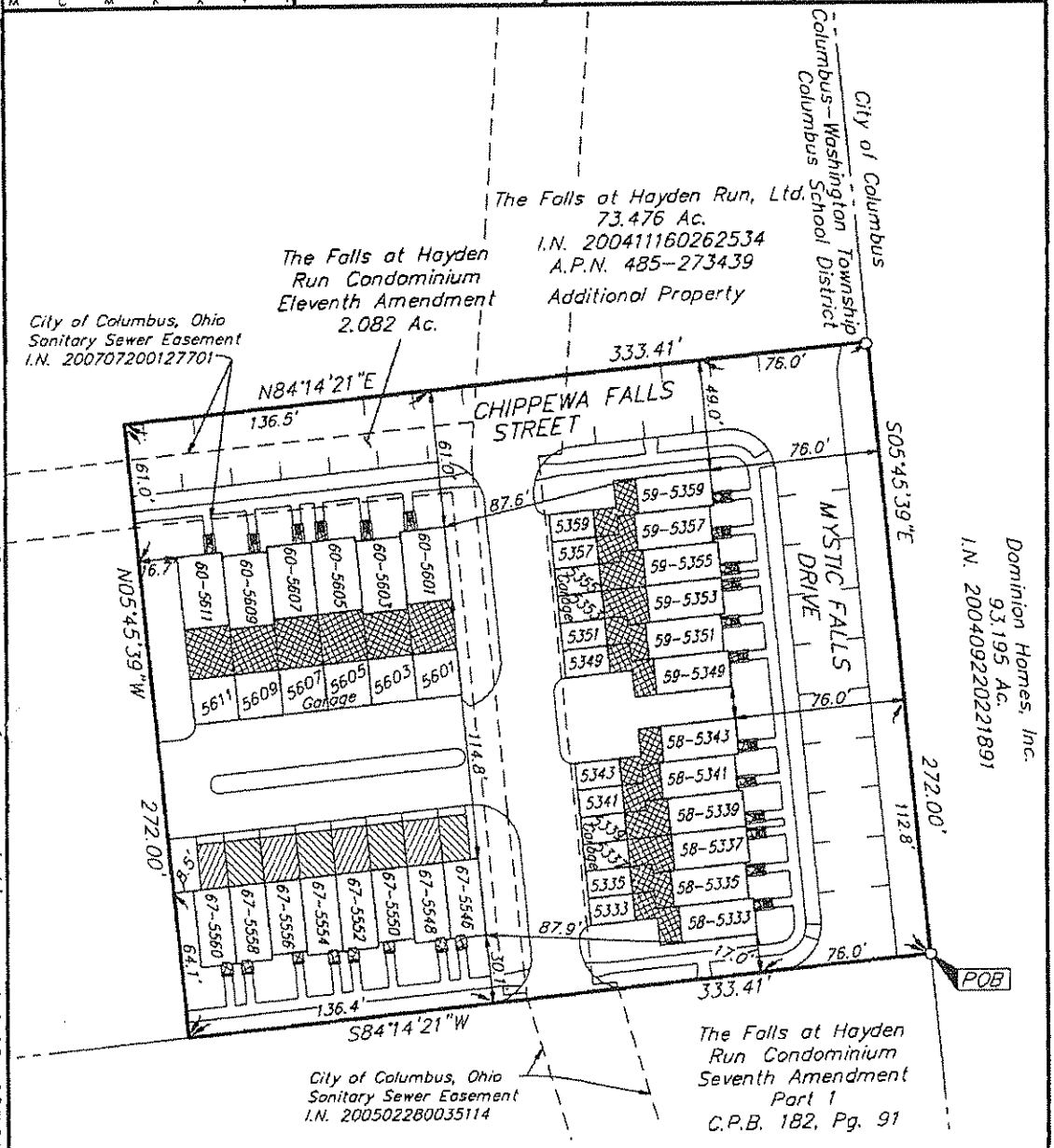
Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/ February 20, 2008
2_082 ac 80310

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
ELEVENTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: March 21, 2008 | Job No. 2008-0310 | Scale: 1" = 60'



LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

= Limited Common Element

58-5333 = Unit Designation

= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

60' 0 60' 120'
GRAPHIC SCALE (IN FEET)

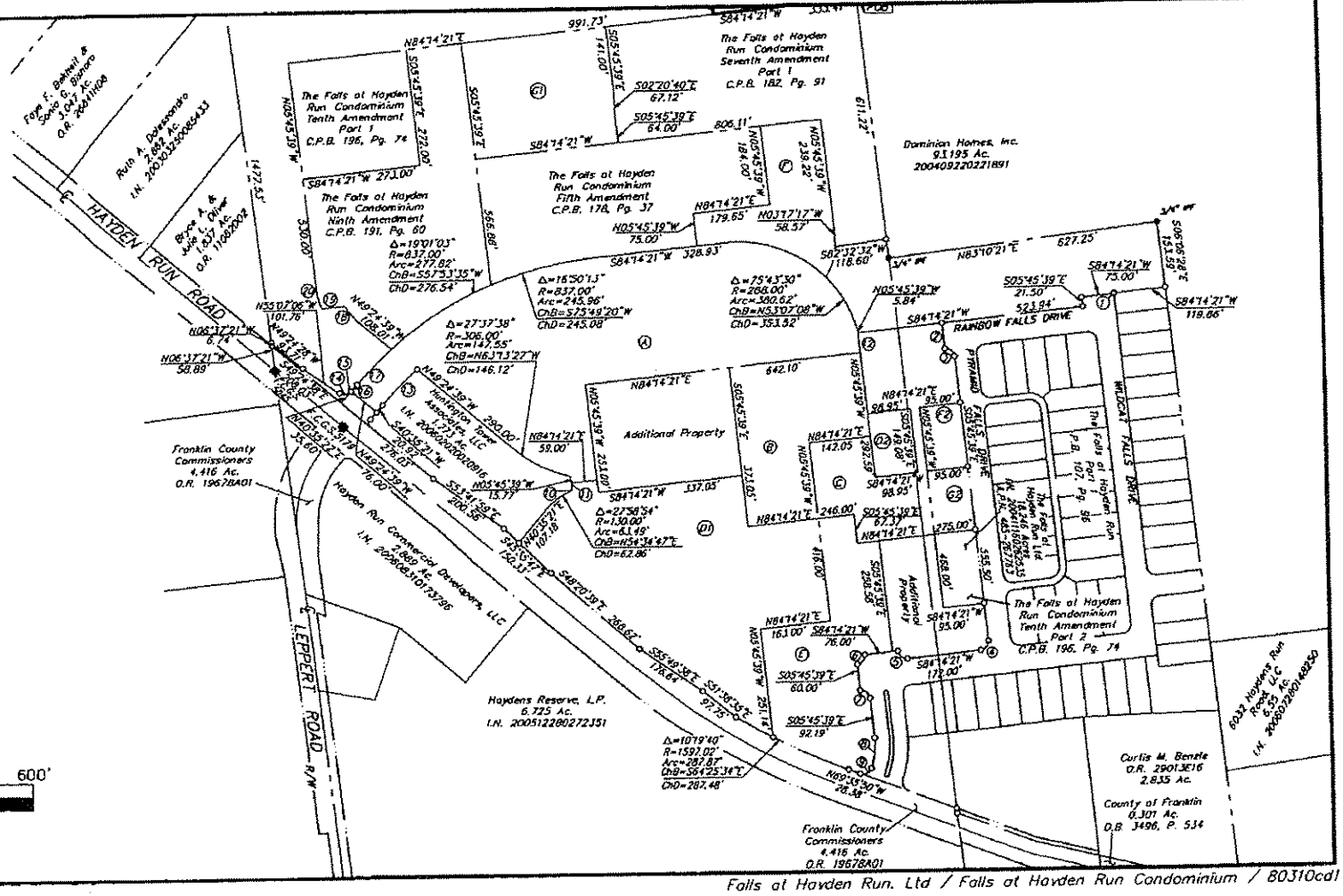
BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

\\CHHDATA1\SURVEY\PROJECT\20080310\DWG\80310CD1.DWG<EXHIBIT B> - NO XREFS - LAST SAVED BY TBAXTER [3/21/2008 1:52:05 PM] - PLOTTED BY TBAXTER [3/21/2008 1:54:47 PM]

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
ELEVENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: March 21, 2008
Scale: 1" = 300'
Job No: 2008-0310



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

Sheet 1 of 3

\\GHIGHWAY1\SURVEY1\PROJECTS\2008\0310\DWG\80310CD1.DWG(EXHIBIT C SHEET 1) - 100 XREFS - LAST SAVED BY TBAXTER (3/21/2008 1:54:11 PM) - PLOTTED BY TBAXTER (3/21/2008 1:55:05 PM)

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
ELEVENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

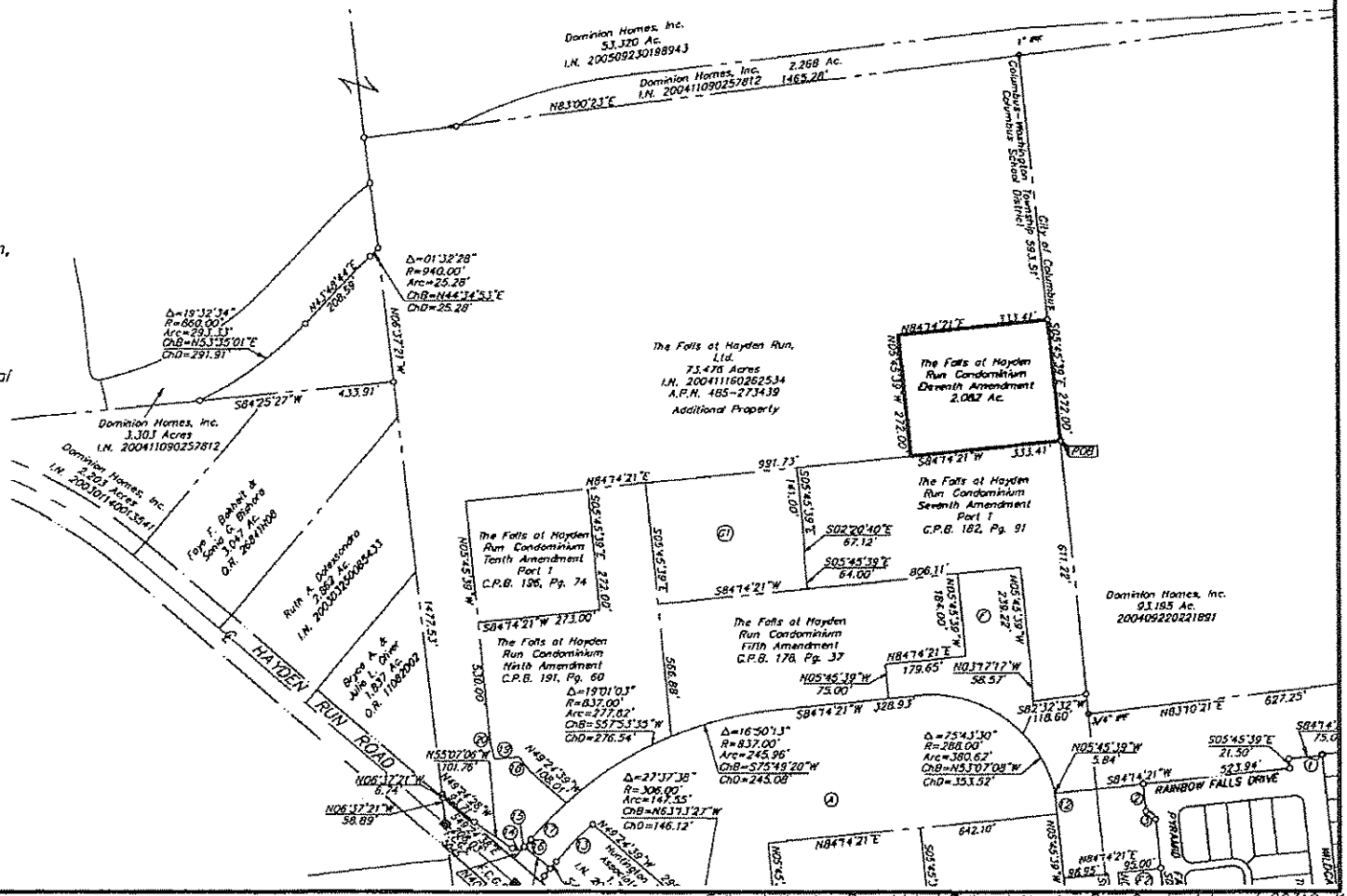
Date: March 8
Scale: 1" = 300'
Job No: 2008-0310

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND
- ◎ = Stone Found
- ▩ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ◉ = Mag. Nail Found
- ○ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ◍ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'
GRAPHIC SCALE (IN FEET)



Sheet 2 of 3

\\CH0ATA1\SURVEY\PROJECTS\2008\310\DWG\80310CD1.DWG<EXHIBIT C SHEET 2> - NO XREFS - LAST SAVED BY TBAXTER [3/21/2008 1:53:03 PM] - PLOTTED BY TBAXTER [3/21/2008 1:54:28 PM]

EXHIBIT "D"

ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00203
17-5539	Franklin	17	--	0.7231	0.00203
17-5541	Franklin	17	--	0.7231	0.00203
17-5543	Franklin	17	--	0.7231	0.00203
17-5545	Franklin	17	--	0.7231	0.00203
17-5547	Franklin	17	--	0.7231	0.00203
17-5549	Franklin	17	--	0.7231	0.00203
17-5551	Franklin	17	--	0.7231	0.00203
18-5561	Wellington	18	--	0.9534	0.00268
18-5563	Wellington	18	--	0.9534	0.00268
18-5565	Wellington	18	--	0.9534	0.00268
18-5567	Wellington	18	--	0.9534	0.00268
18-5569	Wellington	18	--	0.9534	0.00268
18-5571	Wellington	18	--	0.9534	0.00268
18-5573	Wellington	18	--	0.9534	0.00268
19-5581	Stansbury	19	B2	0.8218	0.00231
19-5583	Stansbury	19	B2	0.8218	0.00231
19-5585	Stansbury	19	B1	0.8218	0.00231
19-5587	Stansbury	19	B2	0.8218	0.00231
19-5589	Stansbury	19	B2	0.8218	0.00231
19-5591	Stansbury	19	B1	0.8218	0.00231
19-5593	Stansbury	19	B2	0.8218	0.00231
19-5595	Stansbury	19	B2	0.8218	0.00231
20-5602	Cromwell	20	C	1.2759	0.00359
20-5606	Cromwell	20	C	1.2759	0.00359
20-5610	Cromwell	20	C	1.2759	0.00359
20-5614	Cromwell	20	C	1.2759	0.00359
21-5582	Wellington	21	--	0.9534	0.00268
21-5584	Wellington	21	--	0.9534	0.00268
21-5586	Wellington	21	--	0.9534	0.00268
21-5588	Wellington	21	--	0.9534	0.00268
21-5590	Wellington	21	--	0.9534	0.00268
21-5592	Wellington	21	--	0.9534	0.00268
21-5594	Wellington	21	--	0.9534	0.00268

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00231
22-5562	Stansbury	22	B2	0.8218	0.00231
22-5564	Stansbury	22	B1	0.8218	0.00231
22-5566	Stansbury	22	B2	0.8218	0.00231
22-5568	Stansbury	22	B2	0.8218	0.00231
22-5570	Stansbury	22	B1	0.8218	0.00231
22-5572	Stansbury	22	B2	0.8218	0.00231
22-5574	Stansbury	22	B2	0.8218	0.00231
23-5603	Reserve	23	D2	0.9837	0.00277
23-5605	Reserve	23	D2	0.9837	0.00277
23-5607	Reserve	23	D2	0.9837	0.00277
23-5609	Reserve	23	D2	0.9837	0.00277
24-5625	Austin	24	B	0.8482	0.00238
24-5627	Austin	24	B	0.8482	0.00238
24-5629	Austin	24	B	0.8482	0.00238
24-5631	Austin	24	B	0.8482	0.00238
24-5633	Austin	24	B	0.8482	0.00238
24-5635	Austin	24	B	0.8482	0.00238
7-5535	Reserve	7	D2	0.9837	0.00277
7-5537	Reserve	7	D2	0.9837	0.00277
7-5539	Reserve	7	D2	0.9837	0.00277
7-5541	Reserve	7	D2	0.9837	0.00277
7-5543	Reserve	7	D2	0.9837	0.00277
7-5545	Reserve	7	D2	0.9837	0.00277
7-5547	Reserve	7	D2	0.9837	0.00277
7-5549	Reserve	7	D2	0.9837	0.00277
12-5190	Austin	12	B	0.8482	0.00238
12-5188	Austin	12	B	0.8482	0.00238
12-5186	Austin	12	B	0.8482	0.00238
12-5184	Austin	12	B	0.8482	0.00238
12-5182	Austin	12	B	0.8482	0.00238
12-5180	Austin	12	B	0.8482	0.00238
12-5178	Austin	12	B	0.8482	0.00238
12-5176	Austin	12	B	0.8482	0.00238
5A-5182	Ternbury	5A	R	1.3153	0.00370
5A-5178	Ternbury	5A	R	1.3153	0.00370
5A-5174	Ternbury	5A	R	1.3153	0.00370
5A-5170	Ternbury	5A	R	1.3153	0.00370

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00277
1-5513	Reserve	1	D2	0.9837	0.00277
1-5515	Reserve	1	D2	0.9837	0.00277
1-5517	Reserve	1	D2	0.9837	0.00277
1-5519	Reserve	1	D2	0.9837	0.00277
1-5521	Reserve	1	D2	0.9837	0.00277
1-5523	Reserve	1	D2	0.9837	0.00277
1-5525	Reserve	1	D2	0.9837	0.00277
8-5177	Cromwell	8	C	1.2759	0.00359
8-5181	Cromwell	8	C	1.2759	0.00359
8-5185	Cromwell	8	C+	1.3285	0.00373
8-5189	Cromwell	8	C	1.2759	0.00359
8-5193	Cromwell	8	C	1.2759	0.00359
6-5202	Ternbury	6	R	1.3153	0.00370
6-5198	Ternbury	6	R	1.3153	0.00370
6-5194	Ternbury	6	R	1.3153	0.00370
6-5190	Ternbury	6	R	1.3153	0.00370
11-5168	Reserve	11	D2	0.9837	0.00277
11-5166	Reserve	11	D2	0.9837	0.00277
11-5164	Reserve	11	D2	0.9837	0.00277
11-5162	Reserve	11	D2	0.9837	0.00277
11-5160	Reserve	11	D2	0.9837	0.00277
11-5158	Reserve	11	D2	0.9837	0.00277
11-5156	Reserve	11	D2	0.9837	0.00277
11-5154	Reserve	11	D2	0.9837	0.00277
11-5152	Reserve	11	D2	0.9837	0.00277
13-5557	Wellington	13	--	0.9534	0.00268
13-5559	Wellington	13	--	0.9534	0.00268
13-5561	Wellington	13	--	0.9534	0.00268
13-5563	Wellington	13	--	0.9534	0.00268
13-5565	Wellington	13	--	0.9534	0.00268
13-5567	Wellington	13	--	0.9534	0.00268
13-5569	Wellington	13	--	0.9534	0.00268

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
14-5155	Franklin	14	--	0.7231	0.00203
14-5157	Franklin	14	--	0.7231	0.00203
14-5159	Franklin	14	--	0.7231	0.00203
14-5161	Franklin	14	--	0.7231	0.00203
14-5163	Franklin	14	--	0.7231	0.00203
14-5165	Franklin	14	--	0.7231	0.00203
14-5167	Franklin	14	--	0.7231	0.00203
14-5169	Franklin	14	--	0.7231	0.00203
14-5171	Franklin	14	--	0.7231	0.00203
14-5173	Franklin	14	--	0.7231	0.00203
15-5577	Stansbury	15	B2	0.8218	0.00231
15-5579	Stansbury	15	B2	0.8218	0.00231
15-5581	Stansbury	15	B1	0.8218	0.00231
15-5583	Stansbury	15	B2	0.8218	0.00231
15-5585	Stansbury	15	B2	0.8218	0.00231
15-5587	Stansbury	15	B1	0.8218	0.00231
15-5589	Stansbury	15	B2	0.8218	0.00231
15-5591	Stansbury	15	B2	0.8218	0.00231
16-5147	Burke	16	--	0.9666	0.00272
16-5143	Burke	16	--	0.9666	0.00272
16-5139	Burke	16	--	0.9666	0.00272
16-5135	Burke	16	--	0.9666	0.00272
9-5151	Cromwell	9	C	1.2759	0.00359
9-5155	Cromwell	9	C	1.2759	0.00359
9-5159	Cromwell	9	C	1.2759	0.00359
9-5163	Cromwell	9	C	1.2759	0.00359
9-5167	Cromwell	9	C	1.2759	0.00359
9-5169	Cromwell	9	C	1.2759	0.00359
10-5544	Reserve	10	D2	0.9837	0.00277
10-5542	Reserve	10	D2	0.9837	0.00277
10-5540	Reserve	10	D2	0.9837	0.00277
10-5538	Reserve	10	D2	0.9837	0.00277
10-5536	Reserve	10	D2	0.9837	0.00277
10-5534	Reserve	10	D2	0.9837	0.00277
10-5532	Reserve	10	D2	0.9837	0.00277
10-5530	Reserve	10	D2	0.9837	0.00277

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
30-5545	Reserve	30	D2	0.9837	0.00277
30-5547	Reserve	30	D2	0.9837	0.00277
30-5549	Reserve	30	D2	0.9837	0.00277
30-5551	Reserve	30	D2	0.9837	0.00277
30-5553	Reserve	30	D2	0.9837	0.00277
30-5555	Reserve	30	D2	0.9837	0.00277
31-5567	Reserve	31	D2	0.9837	0.00277
31-5569	Reserve	31	D2	0.9837	0.00277
31-5571	Reserve	31	D2	0.9837	0.00277
31-5573	Reserve	31	D2	0.9837	0.00277
31-5575	Reserve	31	D2	0.9837	0.00277
31-5577	Reserve	31	D2	0.9837	0.00277
32-5589	Reserve	32	D2	0.9837	0.00277
32-5591	Reserve	32	D2	0.9837	0.00277
32-5593	Reserve	32	D2	0.9837	0.00277
32-5595	Reserve	32	D2	0.9837	0.00277
32-5597	Reserve	32	D2	0.9837	0.00277
32-5599	Reserve	32	D2	0.9837	0.00277
33-5288	Austin	33	B	0.8482	0.00238
33-5286	Austin	33	B	0.8482	0.00238
33-5284	Austin	33	B	0.8482	0.00238
33-5282	Austin	33	B	0.8482	0.00238
33-5280	Austin	33	B	0.8482	0.00238
33-5278	Austin	33	B	0.8482	0.00238
34-5274	Austin	34	B	0.8482	0.00238
34-5272	Austin	34	B	0.8482	0.00238
34-5270	Austin	34	B	0.8482	0.00238
34-5268	Austin	34	B	0.8482	0.00238
34-5266	Austin	34	B	0.8482	0.00238
34-5264	Austin	34	B	0.8482	0.00238
35-5600	Wellington	35	--	0.9534	0.00268
35-5598	Wellington	35	--	0.9534	0.00268
35-5596	Wellington	35	--	0.9534	0.00268
35-5594	Wellington	35	--	0.9534	0.00268
35-5592	Wellington	35	--	0.9534	0.00268
35-5590	Wellington	35	--	0.9534	0.00268
35-5588	Wellington	35	--	0.9534	0.00268

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
36-5578	Stansbury	36	B2	0.8218	0.00231
36-5576	Stansbury	36	B2	0.8218	0.00231
36-5574	Stansbury	36	B1	0.8218	0.00231
36-5572	Stansbury	36	B2	0.8218	0.00231
36-5570	Stansbury	36	B2	0.8218	0.00231
36-5568	Stansbury	36	B1	0.8218	0.00231
36-5566	Stansbury	36	B2	0.8218	0.00231
36-5564	Stansbury	36	B2	0.8218	0.00231
28-5255	Austin	28	B	0.8482	0.00238
28-5257	Austin	28	B	0.8482	0.00238
28-5259	Austin	28	B	0.8482	0.00238
28-5261	Austin	28	B	0.8482	0.00238
28-5263	Austin	28	B	0.8482	0.00238
28-5265	Austin	28	B	0.8482	0.00238
29-5269	Austin	29	B	0.8482	0.00238
29-5271	Austin	29	B	0.8482	0.00238
29-5273	Austin	29	B	0.8482	0.00238
29-5275	Austin	29	B	0.8482	0.00238
29-5277	Austin	29	B	0.8482	0.00238
29-5279	Austin	29	B	0.8482	0.00238
37-5554	Wellington	37	--	0.9534	0.00268
37-5552	Wellington	37	--	0.9534	0.00268
37-5550	Wellington	37	--	0.9534	0.00268
37-5548	Wellington	37	--	0.9534	0.00268
37-5546	Wellington	37	--	0.9534	0.00268
37-5544	Wellington	37	--	0.9534	0.00268
37-5542	Wellington	37	--	0.9534	0.00268
2-5189	Ternbury	2	R	1.3153	0.00370
2-5193	Ternbury	2	R	1.3153	0.00370
2-5197	Ternbury	2	R	1.3153	0.00370
2-5201	Ternbury	2	R	1.3153	0.00370
25-5272	Franklin	25	--	0.7231	0.00203
25-5270	Franklin	25	--	0.7231	0.00203
25-5268	Franklin	25	--	0.7231	0.00203
25-5266	Franklin	25	--	0.7231	0.00203
25-5264	Franklin	25	--	0.7231	0.00203
25-5262	Franklin	25	--	0.7231	0.00203
25-5260	Franklin	25	--	0.7231	0.00203
25-5258	Franklin	25	--	0.7231	0.00203

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
26-5292	Stansbury	26	B2	0.8218	0.00231
26-5290	Stansbury	26	B2	0.8218	0.00231
26-5288	Stansbury	26	B1	0.8218	0.00231
26-5286	Stansbury	26	B2	0.8218	0.00231
26-5284	Stansbury	26	B2	0.8218	0.00231
26-5282	Stansbury	26	B1	0.8218	0.00231
26-5280	Stansbury	26	B2	0.8218	0.00231
26-5278	Stansbury	26	B2	0.8218	0.00231
27-5312	Franklin	27	--	0.7231	0.00203
27-5310	Franklin	27	--	0.7231	0.00203
27-5308	Franklin	27	--	0.7231	0.00203
27-5306	Franklin	27	--	0.7231	0.00203
27-5304	Franklin	27	--	0.7231	0.00203
27-5302	Franklin	27	--	0.7231	0.00203
27-5300	Franklin	27	--	0.7231	0.00203
27-5298	Franklin	27	--	0.7231	0.00203
45-5293	Reserve	45	D2	0.9837	0.00277
45-5295	Reserve	45	D2	0.9837	0.00277
45-5297	Reserve	45	D2	0.9837	0.00277
45-5299	Reserve	45	D2	0.9837	0.00277
45-5301	Reserve	45	D2	0.9837	0.00277
45-5303	Reserve	45	D2	0.9837	0.00277
45-5305	Reserve	45	D2	0.9837	0.00277
45-5307	Reserve	45	D2	0.9837	0.00277
46-5547	Reserve	46	D2	0.9837	0.00277
46-5549	Reserve	46	D2	0.9837	0.00277
46-5551	Reserve	46	D2	0.9837	0.00277
46-5553	Reserve	46	D2	0.9837	0.00277
46-5555	Reserve	46	D2	0.9837	0.00277
46-5557	Reserve	46	D2	0.9837	0.00277
47-5567	Austin	47	B	0.8482	0.00238
47-5569	Austin	47	B	0.8482	0.00238
47-5571	Austin	47	B	0.8482	0.00238
47-5573	Austin	47	B	0.8482	0.00238
47-5575	Austin	47	B	0.8482	0.00238
47-5577	Austin	47	B	0.8482	0.00238
47-5579	Austin	47	B	0.8482	0.00238
47-5581	Austin	47	B	0.8482	0.00238

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
52-5578	Wellington	52	--	0.9534	0.00268
52-5576	Wellington	52	--	0.9534	0.00268
52-5574	Wellington	52	--	0.9534	0.00268
52-5572	Wellington	52	--	0.9534	0.00268
52-5570	Wellington	52	--	0.9534	0.00268
52-5568	Wellington	52	--	0.9534	0.00268
52-5566	Wellington	52	--	0.9534	0.00268
53-5556	Stansbury	53	B2	0.8218	0.00231
53-5554	Stansbury	53	B2	0.8218	0.00231
53-5552	Stansbury	53	B1	0.8218	0.00231
53-5550	Stansbury	53	B2	0.8218	0.00231
53-5548	Stansbury	53	B2	0.8218	0.00231
53-5546	Stansbury	53	B1	0.8218	0.00231
53-5544	Stansbury	53	B2	0.8218	0.00231
53-5542	Stansbury	53	B2	0.8218	0.00231
2A-5169	Ternbury	2A	R	1.3153	0.00370
2A-5173	Ternbury	2A	R	1.3153	0.00370
2A-5177	Ternbury	2A	R	1.3153	0.00370
2A-5181	Ternbury	2A	R	1.3153	0.00370
48-5591	Reserve	48	D2	0.9837	0.00277
48-5593	Reserve	48	D2	0.9837	0.00277
48-5595	Reserve	48	D2	0.9837	0.00277
48-5597	Reserve	48	D2	0.9837	0.00277
48-5599	Reserve	48	D2	0.9837	0.00277
48-5601	Reserve	48	D2	0.9837	0.00277
49-5308	Austin	49	B	0.8482	0.00238
49-5310	Austin	49	B	0.8482	0.00238
49-5312	Austin	49	B	0.8482	0.00238
49-5314	Austin	49	B	0.8482	0.00238
49-5316	Austin	49	B	0.8482	0.00238
49-5318	Austin	49	B	0.8482	0.00238
50-5294	Austin	50	B	0.8482	0.00238
50-5296	Austin	50	B	0.8482	0.00238
50-5298	Austin	50	B	0.8482	0.00238
50-5300	Austin	50	B	0.8482	0.00238
50-5302	Austin	50	B	0.8482	0.00238
50-5304	Austin	50	B	0.8482	0.00238

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
51-5588	Stansbury	51	B2	0.8218	0.00231
51-5590	Stansbury	51	B2	0.8218	0.00231
51-5592	Stansbury	51	B1	0.8218	0.00231
51-5594	Stansbury	51	B2	0.8218	0.00231
51-5596	Stansbury	51	B2	0.8218	0.00231
51-5598	Stansbury	51	B1	0.8218	0.00231
51-5600	Stansbury	51	B2	0.8218	0.00231
51-5602	Stansbury	51	B2	0.8218	0.00231
38-5267	Reserve	38	D2	0.9837	0.00277
38-5269	Reserve	38	D2	0.9837	0.00277
38-5271	Reserve	38	D2	0.9837	0.00277
38-5273	Reserve	38	D2	0.9837	0.00277
38-5277	Reserve	38	D2	0.9837	0.00277
38-5279	Reserve	38	D2	0.9837	0.00277
38-5281	Reserve	38	D2	0.9837	0.00277
38-5283	Reserve	38	D2	0.9837	0.00277
39-5629	Franklin	39	--	0.7231	0.00203
39-5631	Franklin	39	--	0.7231	0.00203
39-5633	Franklin	39	--	0.7231	0.00203
39-5635	Franklin	39	--	0.7231	0.00203
39-5637	Franklin	39	--	0.7231	0.00203
39-5639	Franklin	39	--	0.7231	0.00203
40-5258	Wellington	40	--	0.9534	0.00268
40-5260	Wellington	40	--	0.9534	0.00268
40-5262	Wellington	40	--	0.9534	0.00268
40-5264	Wellington	40	--	0.9534	0.00268
40-5266	Wellington	40	--	0.9534	0.00268
40-5268	Wellington	40	--	0.9534	0.00268
40-5270	Wellington	40	--	0.9534	0.00268
40-5272	Wellington	40	--	0.9534	0.00268
41-5628	Franklin	41	--	0.7231	0.00203
41-5630	Franklin	41	--	0.7231	0.00203
41-5632	Franklin	41	--	0.7231	0.00203
41-5634	Franklin	41	--	0.7231	0.00203
41-5636	Franklin	41	--	0.7231	0.00203
41-5638	Franklin	41	--	0.7231	0.00203

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
54-5297	Reserve	54	D2	0.9837	0.00277
54-5299	Reserve	54	D2	0.9837	0.00277
54-5301	Reserve	54	D2	0.9837	0.00277
54-5303	Reserve	54	D2	0.9837	0.00277
54-5307	Reserve	54	D2	0.9837	0.00277
54-5309	Reserve	54	D2	0.9837	0.00277
54-5311	Reserve	54	D2	0.9837	0.00277
54-5313	Reserve	54	D2	0.9837	0.00277
3-5149	Ternbury	3	R	1.3153	0.00370
3-5153	Ternbury	3	R	1.3153	0.00370
3-5157	Ternbury	3	R	1.3153	0.00370
3-5161	Ternbury	3	R	1.3153	0.00370
55-5631	Reserve	55	D2	0.9837	0.00277
55-5633	Reserve	55	D2	0.9837	0.00277
55-5635	Reserve	55	D2	0.9837	0.00277
55-5637	Reserve	55	D2	0.9837	0.00277
56-5310	Austin	56	B	0.8482	0.00238
56-5308	Austin	56	B	0.8482	0.00238
56-5306	Austin	56	B	0.8482	0.00238
56-5304	Austin	56	B	0.8482	0.00238
56-5302	Austin	56	B	0.8482	0.00238
56-5300	Austin	56	B	0.8482	0.00238
56A-5296	Austin	56A	B	0.8482	0.00238
56A-5294	Austin	56A	B	0.8482	0.00238
56A-5290	Austin	56A	B	0.8482	0.00238
56A-5288	Austin	56A	B	0.8482	0.00238
56A-5286	Austin	56A	B	0.8482	0.00238
56A-5284	Austin	56A	B	0.8482	0.00238
57-5636	Reserve	57	D2	0.9837	0.00277
57-5634	Reserve	57	D2	0.9837	0.00277
57-5632	Reserve	57	D2	0.9837	0.00277
57-5630	Reserve	57	D2	0.9837	0.00277

UNITS ADDED HEREBY:

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
58-5333	Austin	58	B	0.8482	0.00238
58-5335	Austin	58	B	0.8482	0.00238
58-5337	Austin	58	B	0.8482	0.00238
58-5339	Austin	58	B	0.8482	0.00238
58-5341	Austin	58	B	0.8482	0.00238
58-5343	Austin	58	B	0.8482	0.00238
59-5349	Austin	59	B	0.8482	0.00238
59-5351	Austin	59	B	0.8482	0.00238
59-5353	Austin	59	B	0.8482	0.00238
59-5355	Austin	59	B	0.8482	0.00238
59-5357	Austin	59	B	0.8482	0.00238
59-5359	Austin	59	B	0.8482	0.00238
60-5601	Reserve	60	D2	0.9837	0.00277
60-5603	Reserve	60	D2	0.9837	0.00277
60-5605	Reserve	60	D2	0.9837	0.00277
60-5607	Reserve	60	D2	0.9837	0.00277
60-5609	Reserve	60	D2	0.9837	0.00277
60-5611	Reserve	60	D2	0.9837	0.00277
67-5546	Stansbury	67	B2	0.8218	0.00231
67-5548	Stansbury	67	B2	0.8218	0.00231
67-5550	Stansbury	67	B1	0.8218	0.00231
67-5552	Stansbury	67	B2	0.8218	0.00231
67-5554	Stansbury	67	B2	0.8218	0.00231
67-5556	Stansbury	67	B1	0.8218	0.00231
67-5558	Stansbury	67	B2	0.8218	0.00231
67-5560	Stansbury	67	B2	0.8218	0.00231
					1.00

EXHIBIT "F"

ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Ternbury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

Condominium Plat
200806090087847



200806090087843
Pgs: 37 $312.00 T20080038719
06/09/2008 10:42AM BXCONNOR
Robert G. Montgomery
Franklin County Recorder

TWELFTH AMENDMENT
TO
DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
FOR
THE FALLS AT HAYDEN RUN CONDOMINIUM

This Twelfth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 30th day of May, 2008.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium recorded as Instrument 200510260225306 of the records of the Franklin County, Ohio Recorder (the "Declaration") and the Drawings filed in connection therewith recorded at Condominium Plat Book 156, pages 16-52 of the records of the Franklin County, Ohio Recorder ("Drawings").

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 recorded as Instrument Number 200603210052558 of the records of the Franklin County, Ohio Recorder ("First Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 163, Pages 70-77 of the records of the Franklin County, Ohio Recorder("First Drawings").

C. The Declaration was further amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Franklin County, Ohio Recorder ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 165, Pages 96-113, of the records of the Franklin County, Ohio Recorder ("Second Drawings").

CERTIFICATE OF AUDITOR

A copy of this Twelfth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Twelfth Amendment to the Drawings attached thereto, was filed with this office on June 9th, 2008.

By: _____
Auditor, Franklin County, Ohio

TRANSFERRED

JUN 09 2008

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 203 PAGE 62-89

2513567v3

D. The Declaration was further amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Franklin County, Ohio Recorder ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 168, Pages 28-53, of the records of the Franklin County, Ohio Recorder ("Third Drawings").

E. The Declaration was further amended to add additional Units pursuant to that certain Fourth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 14, 2006 and filed for record as Instrument Number 200608250169152 of the records of the Franklin County, Ohio Recorder ("Fourth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 174, Pages 6-20, of the records of the Franklin County, Ohio Recorder ("Fourth Drawings").

F. The Declaration was further amended to add additional Units pursuant to that certain Fifth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 31, 2006 and filed for record as Instrument Number 200611080224434 of the records of the Franklin County, Ohio Recorder ("Fifth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 178, Pages 37-54, of the records of the Franklin County, Ohio Recorder ("Fifth Drawings").

G. The Declaration was further amended to add additional Units pursuant to that certain Sixth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated December 20, 2006 and filed for record as Instrument Number 200701030001222 of the records of the Franklin County, Ohio Recorder ("Sixth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 180, Pages 68-73, of the records of the Franklin County, Ohio Recorder ("Sixth Drawings").

H. The Declaration was further amended to add additional Units pursuant to that certain Seventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated February 19, 2007 and filed for record as Instrument Number 200703010035542 of the records of the Franklin County, Ohio Recorder ("Seventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 182, Pages 91-117, of the records of the Franklin County, Ohio Recorder ("Seventh Drawings").

I. The Declaration was further amended to add additional Units pursuant to that certain Eighth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 11, 2007 and filed for record as Instrument Number 200705170086364 of the records of the Franklin County, Ohio Recorder ("Eighth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 186, Pages 58-78, of the records of the Franklin County, Ohio Recorder ("Eighth Drawings").

J. The Declaration was further amended to add additional Units pursuant to that certain Ninth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 23, 2007 and filed for record as Instrument Number 200709070158398 of the records of the Franklin County, Ohio Recorder ("Ninth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 191, Pages 60-78, of the records of the Franklin County, Ohio Recorder ("Ninth Drawings").

K. The Declaration was further amended to add additional Units pursuant to that certain Tenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated November 21, 2007 and filed for record as Instrument Number 200712050209341 of the records of the Franklin County, Ohio Recorder ("Tenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 196, Pages 74-97, of the records of the Franklin County, Ohio Recorder ("Tenth Drawings").

L. The Declaration was further amended to add additional Units pursuant to that certain Eleventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 31, 2008 and filed for record as Instrument Number 200804040051234 of the records of the Franklin County, Ohio Recorder ("Eleventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 201, Pages 36-62, of the records of the Franklin County, Ohio Recorder ("Eleventh Drawings").

M. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant (The Falls at Hayden Run, Ltd.) desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property (hereinafter described) meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of approximately 1.894 acres, more or less, which is comprised of one 0.511 acre parcel and one 1.383 acre parcel, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto as "Exhibit B" and is hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto as "Exhibit C" and is hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains four (4) residential buildings containing, in the aggregate, twenty-one (21) dwelling units, expanding the Condominium to contain a total of four hundred seven (407) dwelling units, each of which is called a "Unit".

The residential buildings each contain two-level or three-level (one of which levels is a basement level for some residential buildings) townhouse style dwelling units. Each Unit has a poured concrete lower level (or slab), with J-Cote waterproofing. Further, each Unit consists of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall.

Each Unit added has Limited Common Elements, which Limited Common Elements are described in greater detail in Section 7(b) herein below and are shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements which are currently a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Twelfth Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto as "Exhibit D", and is hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding (as appropriate) those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, the Second Drawings, the Third Drawings, the Fourth Drawings, the Fifth Drawings, the Sixth Drawings the

Seventh Drawings, the Eighth Drawings, the Ninth Drawings, the Tenth Drawings and the Eleventh Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added to the Condominium Property, along with all of the other land and all improvements thereon and appurtenances thereto (except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit) are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements are comprised as follows: (A) front porch or stoop areas for each Unit added, (B) as to the four (4) Units in the Tenbury style building, a rear yard concrete patio (if constructed) and two (2) parking spaces immediately outside the attached garage door opening, (C) as to the six (6) Units in the Stansbury style building, a rear deck area and one (1) parking space immediately outside the attached garage door opening, (D) as to the seven (7) Units in the Wellington style building, a rear deck area (if constructed) and two (2) parking spaces immediately outside the attached garage door opening, and (E) as to the four (4) Units in the Cromwell style building, a rear fenced in area and concrete patio (if constructed) and two (2) parking spaces immediately outside the garage door opening. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium (as expanded hereby) as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration, adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property. In other words, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and

with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 29 day of May, 2008.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, its Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Michael J. DeAscentis II, the Manager of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 29 day of May, 2008.



THOMAS ROBERT [illegible]
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

T.R. Bu[illegible]
Notary Public

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
TWELFTH AMENDMENT
PART 1

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract and that 18.246 acre tract as conveyed to The Falls at Hayden Run, Ltd. by deeds of record in Instrument Number 200411160262534 and Instrument Number 200411160262535 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at a southwesterly corner of "The Falls at Hayden Run Condominium Eighth Amendment Part 2" of record in Condominium Plat Book 186, Page 58, a northwesterly corner of "The Falls at Hayden Run Condominium Tenth Amendment Part 2" of record in Condominium Plat Book 196, Page 74, and a southeasterly corner of "The Falls at Hayden Run Condominium Second Amendment" of record in Condominium Plat Book 165, Page 96;

thence South 05° 45' 39" East, with a westerly line of said "The Falls at Hayden Run Condominium Tenth Amendment Part 2", a distance of 171.08 feet to a southwesterly corner thereof;

thence South 84° 14' 21" West, across said 73.476 and 18.246 acre tracts, a distance of 130.00 feet to a point in an easterly line of "The Falls at Hayden Run Condominium Fourth Amendment" of record in Condominium Plat Book 174, Page 6;

thence North 05° 45' 39" West, with the easterly line of said "The Falls at Hayden Run Condominium Fourth Amendment", a distance of 171.08 feet to a point in a southerly line of said "The Falls at Hayden Run Condominium Second Amendment";

thence North 84° 14' 21" East, with the southerly line of said "The Falls at Hayden Run Condominium Second Amendment", a distance of 130.00 feet to the POINT OF BEGINNING, and containing 0.511 acre of land, more or less, and being 0.410 acre out of Auditors Parcel number 485-273439 and 0.101 acre out of Auditors Parcel Number 485-267763.

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

This description is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

5/30/08

STATE OF OHIO
EDWARD J. MILLER
8250
REGISTERED PROFESSIONAL SURVEYOR

Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/ May 14, 2008
0_510 ac 80870 part 1

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
TWELFTH AMENDMENT
PART 2

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at a southwesterly corner of "The Falls at Hayden Run Condominium Eleventh Amendment" of record in Condominium Plat Book 201, Page 36, being on a northerly line of "The Falls at Hayden Run Condominium Seventh Amendment Part 1" of record in Condominium Plat Book 182, Page 91;

thence South 84° 14' 21" West, with a northerly line of said "The Falls at Hayden Run Condominium Seventh Amendment Part 1" and "The Falls at Hayden Run Condominium Eighth Amendment Part 1" of record in Condominium Plat Book 186, Page 58, a distance of 471.73 feet to a point;

thence across said 73.476 acre tract, the following courses and distances:

North 05° 45' 39" West, a distance of 120.00 feet to a point;

North 84° 14' 21" East, a distance of 141.00 feet to a point;

North 05° 45' 39" West, a distance of 11.00 feet to a point; and

North 84° 14' 26" East, a distance of 330.73 feet to a point in a westerly line of said "The Falls at Hayden Run Condominium Eleventh Amendment";

thence South 05° 45' 39" East, with the westerly line of said "The Falls at Hayden Run Condominium Eleventh Amendment", a distance of 130.99 feet to the POINT OF BEGINNING, and containing 1.383 acres of land, more or less, and being out of Auditor's Parcel number 485-273439.

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

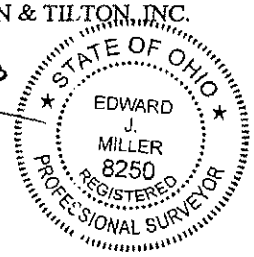
This description is based on an actual field survey performed in October of 2004;

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

5/30/08



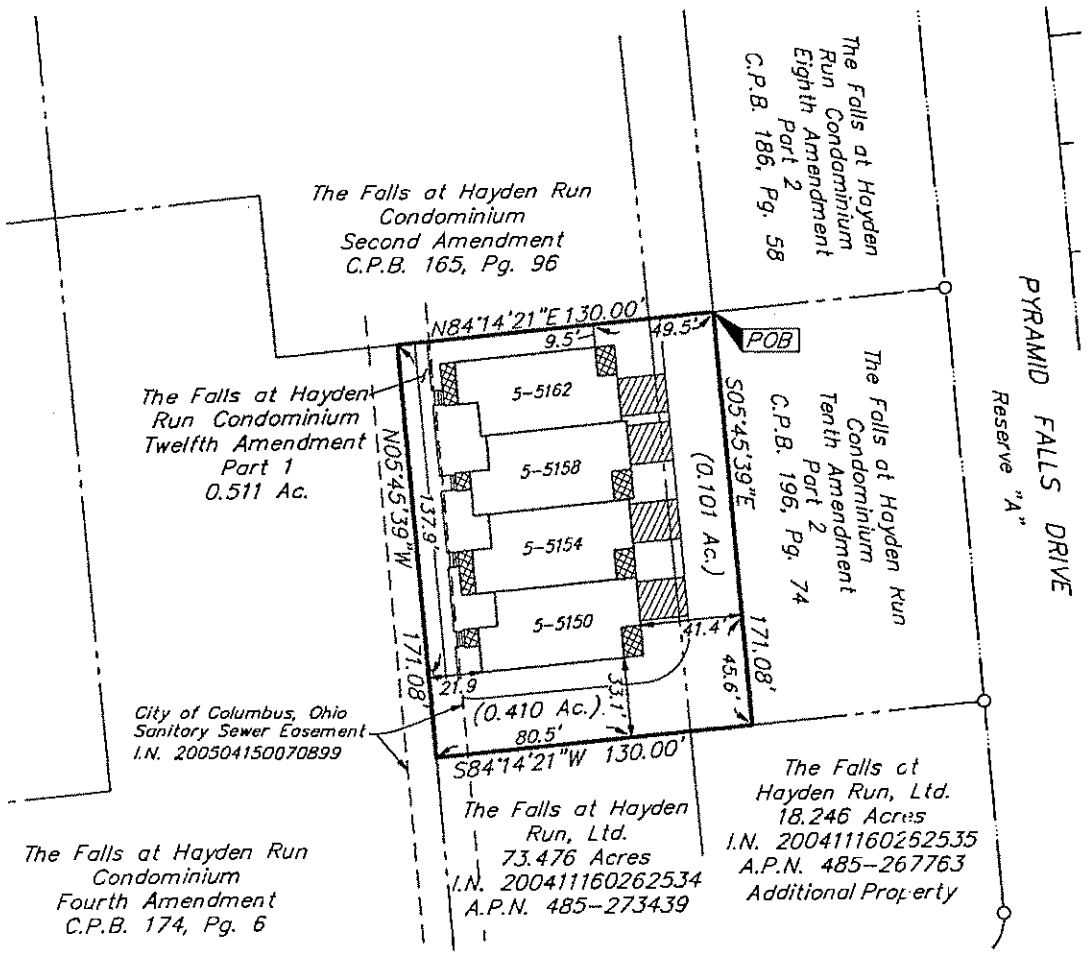
Edward J. Miller
Registered Surveyor No. 8250

EJM: tb/ May 14, 2008
1_383 ac 80870 part 2

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800
M C M X X V I

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
TWELFTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: May 30, 2008	Job No. 2008-0870	Scale: 1" = 60'



LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

= Limited Common Element

5-5150 = Unit Designation

= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

60' 0 60' 120'

GRAPHIC SCALE (IN FEET)

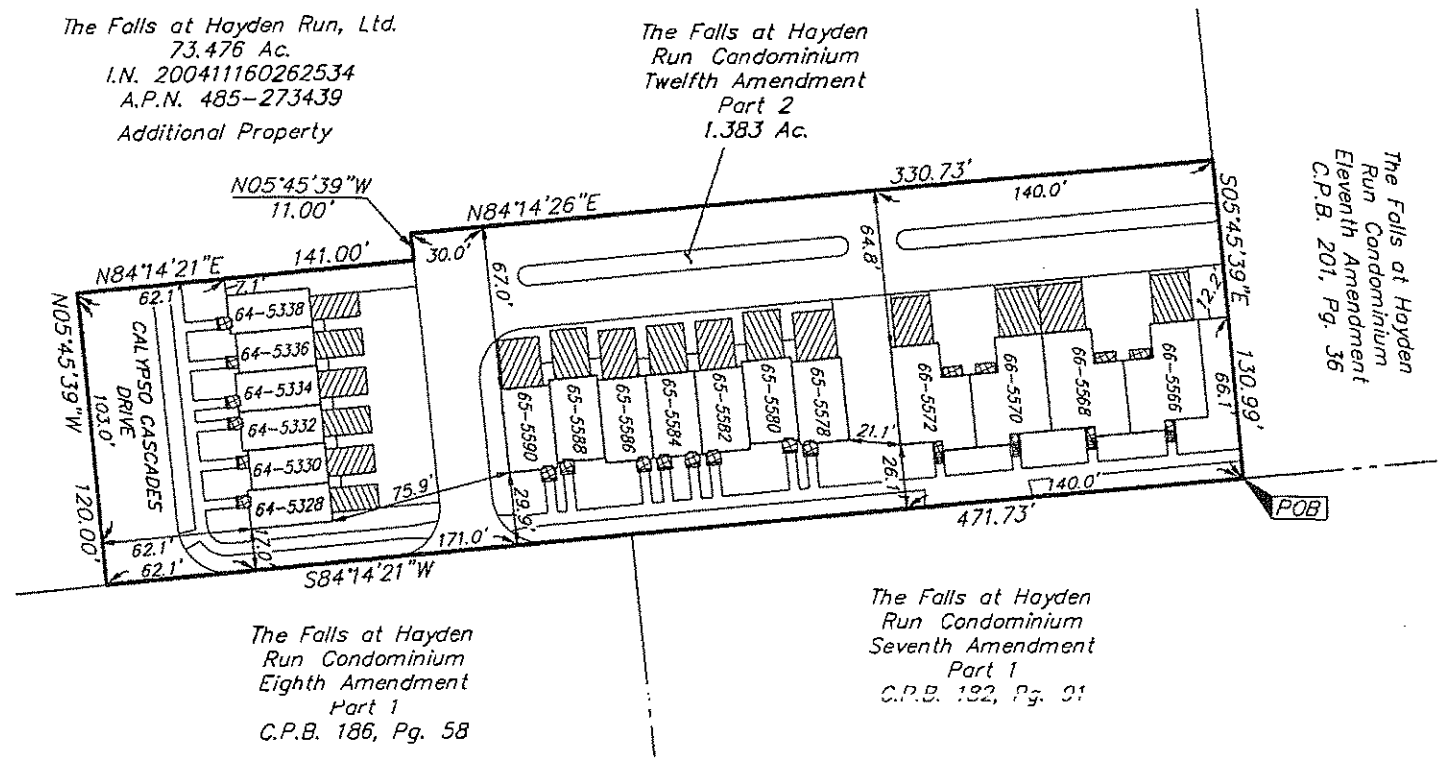
BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted) Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

\\CMHDATA\SURVEY\PROJECT\2008\0870\DWG\80870CD1.DWG<EXHIBIT B> -- 2 XREFS: BLOC 65, 70321XBS -- LAST SAVED BY TBAXTER [5/8/2008 7:49:40 AM] -- PLOTTED BY TBAXTER [5/8/2008 7:55:32 AM]

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800
M C M X X V I

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
TWELFTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: May 30, 2008
Scale: 1" = 60'
Job No: 2008-0870



LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element
= Limited Common Element
5-5150 = Unit Designation
= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail .Found
= Mag. Nail .Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

60' 0 60' 120'
GRAPHIC SCALE (IN FEET)

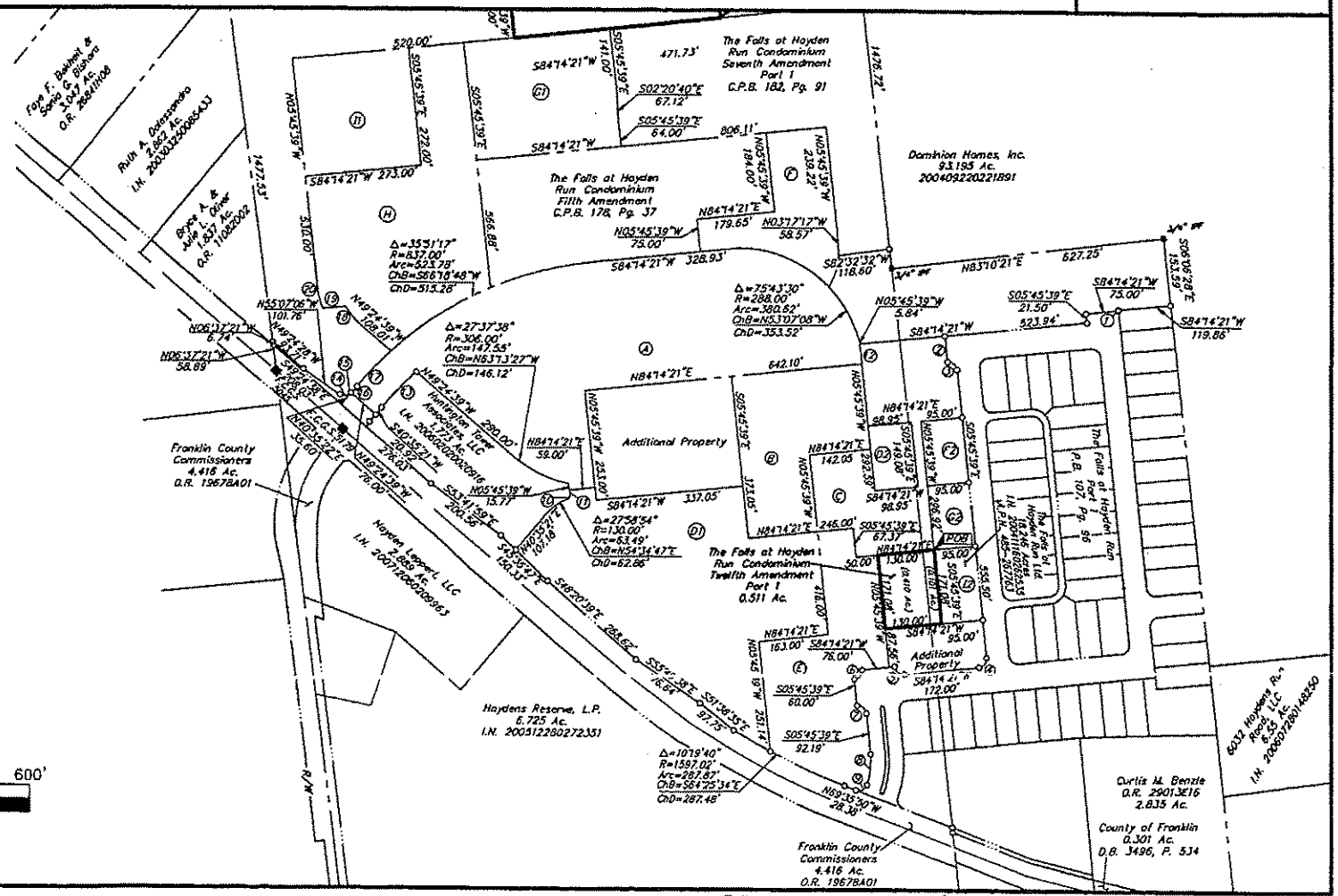
BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

Lifestyles / Falls at Hayden Run Condominium / 80870cd1

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Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
TWELFTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: May 30, 2008
Scale: 1" = 300'
Job No: 2008-0870



Sheet 1 of 3

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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
TWELFTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

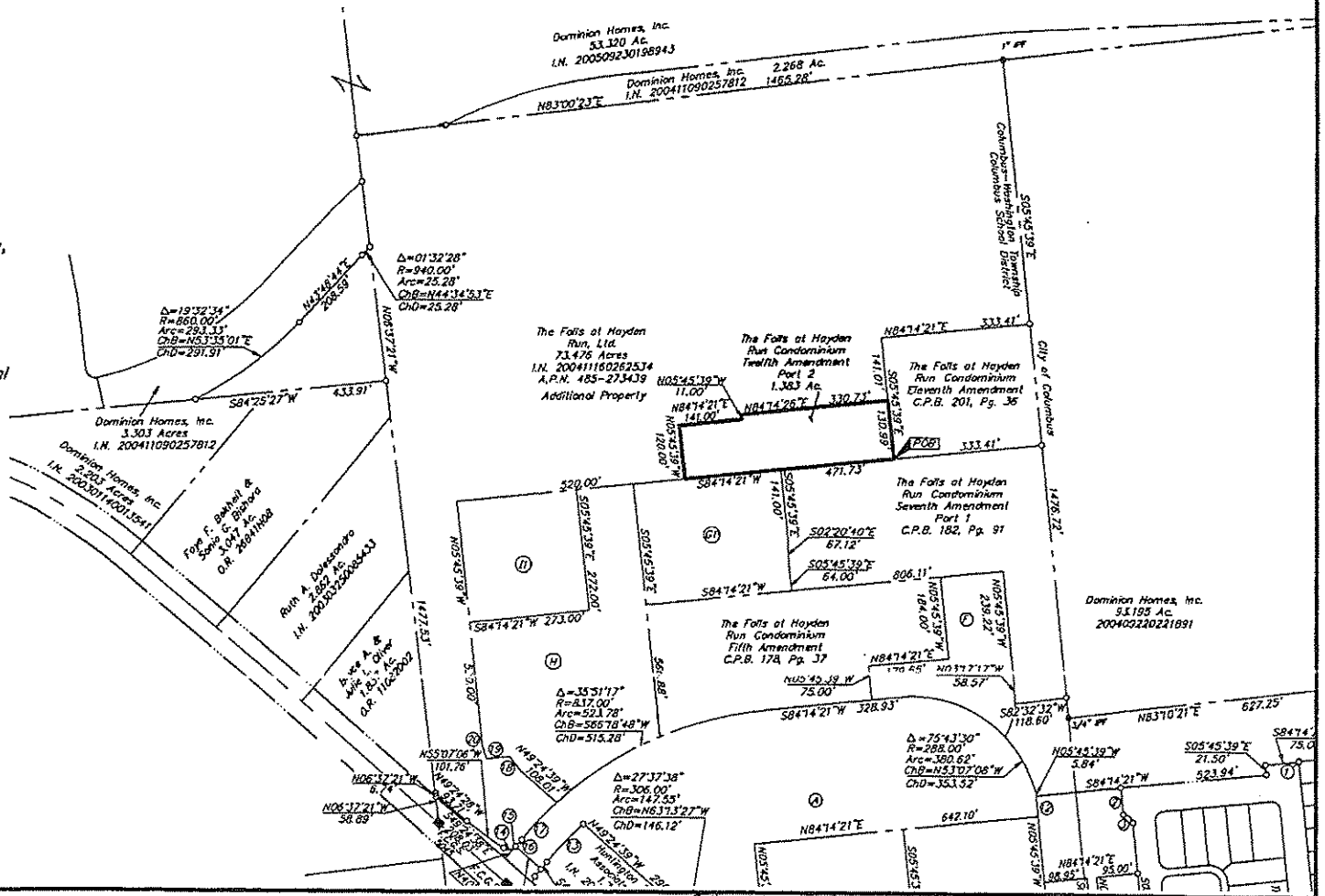
Date: May 30, 2008
Scale: 1" = 300'
Job No: 2008-0870

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND
- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'
GRAPHIC SCALE (IN FEET)



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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
TWELFTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: May 30, 2008
Scale: 1" = 200'
Job No: 2008-0870

① N05°45'39"W 1.71'

② S05°45'39"E 60.00'

③ Δ=90°00'00" R=20.00' Arc=31.42' ChB=S50°45'39"E ChD=28.28'

④ Δ=90°00'00" R=20.00' Arc=31.42' ChB=S39°14'21"W ChD=28.28'

⑤ Δ=90°00'00" R=20.00' Arc=31.42' ChB=N50°45'39"W ChD=28.28'

⑥ Δ=90°00'00" R=20.00' Arc=31.42' ChB=S39°14'21"W ChD=28.28'

⑦ Δ=90°00'00" R=20.00' Arc=31.42' ChB=S50°45'39"E ChD=28.28'

⑧ Δ=24°58'05" R=162.00' Arc=70.60' ChB=S06°43'22"W ChD=70.04'

⑨ Δ=91°11'49" R=20.00' Arc=31.83' ChB=S64°48'57"W ChD=28.58'

⑩ Δ=74°19'53" R=7.00' Arc=9.08' ChB=N31°24'18"E ChD=8.46'

⑪ N05°45'39"W 12.51'

⑫ N05°45'39"W 46.00'

⑬ Δ=08°47'38" R=762.00' Arc=116.95' ChB=S44°59'10"W ChD=116.84'

⑭ Δ=84°17'33" R=20.00' Arc=29.42' ChB=S82°44'07"W ChD=26.84'

⑮ S40°35'21"W 0.99'

⑯ N43°18'47"E 20.94'

⑰ Δ=07°47'43" R=837.00' Arc=113.88' ChB=N44°29'30"E ChD=113.79'

⑱ N37°27'28"W 39.91'

⑲ S84°14'21"W 52.71'

⑳ Δ=16°37'34" R=166.00' Arc=48.17' ChB=N14°04'25"W ChD=48.00'

Ⓐ The Falls at Hayden Run Condominium C.P.B. 156, Pg. 16

Ⓑ The Falls at Hayden Run Condominium First Amendment C.P.B. 163, Pg. 70

Ⓒ The Falls at Hayden Run Condominium Second Amendment C.P.B. 165, Pg. 96

Ⓓ1 The Falls at Hayden Run Condominium Third Amendment Part 1 C.P.B. 168, Pg. 28

Ⓓ2 The Falls at Hayden Run Condominium Third Amendment Part 2 C.P.B. 168, Pg. 28

Ⓔ The Falls at Hayden Run Condominium Fourth Amendment C.P.B. 174, Pg. 6

Ⓕ1 The Falls at Hayden Run Condominium Sixth Amendment C.P.B. 180, Pg. 68

Ⓕ2 The Falls at Hayden Run Condominium Seventh Amendment Part 2 C.P.B. 182, Pg. 91

Ⓖ1 The Falls at Hayden Run Condominium Eighth Amendment Part 1 C.P.B. 186, Pg. 58

Ⓖ2 The Falls at Hayden Run Condominium Eighth Amendment Part 2 C.P.B. 186, Pg. 58

Ⓗ The Falls at Hayden Run Condominium Ninth Amendment C.P.B. 191, Pg. 60

Ⓘ1 The Falls at Hayden Run Condominium Tenth Amendment Part 1 C.P.B. 196, Pg. 74

Ⓘ2 The Falls at Hayden Run Condominium Tenth Amendment Part 2 C.P.B. 196, Pg. 74

\\CHMH1\SURVEY\PROJECTS\2008\08-0870\SURVEY\DWG\80870CD1.DWG - 2 XREFS: BLOCK 45, 7/31/2008 - LAST SAVED BY TIMMYEN (5/29/2008 7:52:21 AM) - PLOTTED BY TIMMYEN (5/29/2008 8:01:58 AM)

EXHIBIT "D"

TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 731 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 771 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at add tional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or ceutral air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00191
17-5539	Franklin	17	--	0.7231	0.00191
17-5541	Franklin	17	--	0.7231	0.00191
17-5543	Franklin	17	--	0.7231	0.00191
17-5545	Franklin	17	--	0.7231	0.00191
17-5547	Franklin	17	--	0.7231	0.00191
17-5549	Franklin	17	--	0.7231	0.00191
17-5551	Franklin	17	--	0.7231	0.00191
18-5561	Wellington	18	--	0.9534	0.00252
18-5563	Wellington	18	--	0.9534	0.00252
18-5565	Wellington	18	--	0.9534	0.00252
18-5567	Wellington	18	--	0.9534	0.00252
18-5569	Wellington	18	--	0.9534	0.00252
18-5571	Wellington	18	--	0.9534	0.00252
18-5573	Wellington	18	--	0.9534	0.00252
19-5581	Stansbury	19	B2	0.8218	0.00218
19-5583	Stansbury	19	B2	0.8218	0.00218
19-5585	Stansbury	19	B1	0.8218	0.00218
19-5587	Stansbury	19	B2	0.8218	0.00218
19-5589	Stansbury	19	B2	0.8218	0.00218
19-5591	Stansbury	19	B1	0.8218	0.00218
19-5593	Stansbury	19	B2	0.8218	0.00218
19-5595	Stansbury	19	B2	0.8218	0.00218
20-5602	Cromwell	20	C	1.2759	0.00338
20-5606	Cromwell	20	C	1.2759	0.00338
20-5610	Cromwell	20	C	1.2759	0.00338
20-5614	Cromwell	20	C	1.2759	0.00338
21-5582	Wellington	21	--	0.9534	0.00252
21-5584	Wellington	21	--	0.9534	0.00252
21-5586	Wellington	21	--	0.9534	0.00252
21-5588	Wellington	21	--	0.9534	0.00252
21-5590	Wellington	21	--	0.9534	0.00252
21-5592	Wellington	21	--	0.9534	0.00252
21-5594	Wellington	21	--	0.9534	0.00252

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00218
22-5562	Stansbury	22	B2	0.8218	0.00218
22-5564	Stansbury	22	B1	0.8218	0.00218
22-5566	Stansbury	22	B2	0.8218	0.00218
22-5568	Stansbury	22	B2	0.8218	0.00218
22-5570	Stansbury	22	B1	0.8218	0.00218
22-5572	Stansbury	22	B2	0.8218	0.00218
22-5574	Stansbury	22	B2	0.8218	0.00218
23-5603	Reserve	23	D2	0.9837	0.00260
23-5605	Reserve	23	D2	0.9837	0.00260
23-5607	Reserve	23	D2	0.9837	0.00260
23-5609	Reserve	23	D2	0.9837	0.00260
24-5625	Austin	24	B	0.8482	0.00225
24-5627	Austin	24	B	0.8482	0.00225
24-5629	Austin	24	B	0.8482	0.00225
24-5631	Austin	24	B	0.8482	0.00225
24-5633	Austin	24	B	0.8482	0.00225
24-5635	Austin	24	B	0.8482	0.00225
7-5535	Reserve	7	D2	0.9837	0.00260
7-5537	Reserve	7	D2	0.9837	0.00260
7-5539	Reserve	7	D2	0.9837	0.00260
7-5541	Reserve	7	D2	0.9837	0.00260
7-5543	Reserve	7	D2	0.9837	0.00260
7-5545	Reserve	7	D2	0.9837	0.00260
7-5547	Reserve	7	D2	0.9837	0.00260
7-5549	Reserve	7	D2	0.9837	0.00260
12-5190	Austin	12	B	0.8482	0.00225
12-5188	Austin	12	B	0.8482	0.00225
12-5186	Austin	12	B	0.8482	0.00225
12-5184	Austin	12	B	0.8482	0.00225
12-5182	Austin	12	B	0.8482	0.00225
12-5180	Austin	12	B	0.8482	0.00225
12-5178	Austin	12	B	0.8482	0.00225
12-5176	Austin	12	B	0.8482	0.00225
5A-5182	Ternbury	5A	R	1.3153	0.00348
5A-5178	Ternbury	5A	R	1.3153	0.00348
5A-5174	Ternbury	5A	R	1.3153	0.00348
5A-5170	Ternbury	5A	R	1.3153	0.00348

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00260
1-5513	Reserve	1	D2	0.9837	0.00260
1-5515	Reserve	1	D2	0.9837	0.00260
1-5517	Reserve	1	D2	0.9837	0.00260
1-5519	Reserve	1	D2	0.9837	0.00260
1-5521	Reserve	1	D2	0.9837	0.00260
1-5523	Reserve	1	D2	0.9837	0.00260
1-5525	Reserve	1	D2	0.9837	0.00260
8-5177	Cromwell	8	C	1.2759	0.00338
8-5181	Cromwell	8	C	1.2759	0.00338
8-5185	Cromwell	8	C+	1.3285	0.00352
8-5189	Cromwell	8	C	1.2759	0.00338
8-5193	Cromwell	8	C	1.2759	0.00338
6-5202	Ternbury	6	R	1.3153	0.00348
6-5198	Ternbury	6	R	1.3153	0.00348
6-5194	Ternbury	6	R	1.3153	0.00348
6-5190	Ternbury	6	R	1.3153	0.00348
11-5168	Reserve	11	D2	0.9837	0.00260
11-5166	Reserve	11	D2	0.9837	0.00260
11-5164	Reserve	11	D2	0.9837	0.00260
11-5162	Reserve	11	D2	0.9837	0.00260
11-5160	Reserve	11	D2	0.9837	0.00260
11-5158	Reserve	11	D2	0.9837	0.00260
11-5156	Reserve	11	D2	0.9837	0.00260
11-5154	Reserve	11	D2	0.9837	0.00260
11-5152	Reserve	11	D2	0.9837	0.00260
13-5557	Wellington	13	--	0.9534	0.00252
13-5559	Wellington	13	--	0.9534	0.00252
13-5561	Wellington	13	--	0.9534	0.00252
13-5563	Wellington	13	--	0.9534	0.00252
13-5565	Wellington	13	--	0.9534	0.00252
13-5567	Wellington	13	--	0.9534	0.00252
13-5569	Wellington	13	--	0.9534	0.00252

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
14-5155	Franklin	14	--	0.7231	0.00191
14-5157	Franklin	14	--	0.7231	0.00191
14-5159	Franklin	14	--	0.7231	0.00191
14-5161	Franklin	14	--	0.7231	0.00191
14-5163	Franklin	14	--	0.7231	0.00191
14-5165	Franklin	14	--	0.7231	0.00191
14-5167	Franklin	14	--	0.7231	0.00191
14-5169	Franklin	14	--	0.7231	0.00191
14-5171	Franklin	14	--	0.7231	0.00191
14-5173	Franklin	14	--	0.7231	0.00191
15-5577	Stansbury	15	B2	0.8218	0.00218
15-5579	Stansbury	15	B2	0.8218	0.00218
15-5581	Stansbury	15	B1	0.8218	0.00218
15-5583	Stansbury	15	B2	0.8218	0.00218
15-5585	Stansbury	15	B2	0.8218	0.00218
15-5587	Stansbury	15	B1	0.8218	0.00218
15-5589	Stansbury	15	B2	0.8218	0.00218
15-5591	Stansbury	15	B2	0.8218	0.00218
16-5147	Burke	16	--	0.9666	0.00256
16-5143	Burke	16	--	0.9666	0.00256
16-5139	Burke	16	--	0.9666	0.00256
16-5135	Burke	16	--	0.9666	0.00256
9-5151	Cromwell	9	C	1.2759	0.00338
9-5155	Cromwell	9	C	1.2759	0.00338
9-5159	Cromwell	9	C	1.2759	0.00338
9-5163	Cromwell	9	C	1.2759	0.00338
9-5167	Cromwell	9	C	1.2759	0.00338
9-5169	Cromwell	9	C	1.2759	0.00338
10-5544	Reserve	10	D2	0.9837	0.00260
10-5542	Reserve	10	D2	0.9837	0.00260
10-5540	Reserve	10	D2	0.9837	0.00260
10-5538	Reserve	10	D2	0.9837	0.00260
10-5536	Reserve	10	D2	0.9837	0.00260
10-5534	Reserve	10	D2	0.9837	0.00260
10-5532	Reserve	10	D2	0.9837	0.00260
10-5530	Reserve	10	D2	0.9837	0.00260

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
30-5545	Reserve	30	D2	0.9837	0.00260
30-5547	Reserve	30	D2	0.9837	0.00260
30-5549	Reserve	30	D2	0.9837	0.00260
30-5551	Reserve	30	D2	0.9837	0.00260
30-5553	Reserve	30	D2	0.9837	0.00260
30-5555	Reserve	30	D2	0.9837	0.00260
31-5567	Reserve	31	D2	0.9837	0.00260
31-5569	Reserve	31	D2	0.9837	0.00260
31-5571	Reserve	31	D2	0.9837	0.00260
31-5573	Reserve	31	D2	0.9837	0.00260
31-5575	Reserve	31	D2	0.9837	0.00260
31-5577	Reserve	31	D2	0.9837	0.00260
32-5589	Reserve	32	D2	0.9837	0.00260
32-5591	Reserve	32	D2	0.9837	0.00260
32-5593	Reserve	32	D2	0.9837	0.00260
32-5595	Reserve	32	D2	0.9837	0.00260
32-5597	Reserve	32	D2	0.9837	0.00260
32-5599	Reserve	32	D2	0.9837	0.00260
33-5288	Austin	33	B	0.8482	0.00225
33-5286	Austin	33	B	0.8482	0.00225
33-5284	Austin	33	B	0.8482	0.00225
33-5282	Austin	33	B	0.8482	0.00225
33-5280	Austin	33	B	0.8482	0.00225
33-5278	Austin	33	B	0.8482	0.00225
34-5274	Austin	34	B	0.8482	0.00225
34-5272	Austin	34	B	0.8482	0.00225
34-5270	Austin	34	B	0.8482	0.00225
34-5268	Austin	34	B	0.8482	0.00225
34-5266	Austin	34	B	0.8482	0.00225
34-5264	Austin	34	B	0.8482	0.00225
35-5600	Wellington	35	--	0.9534	0.00252
35-5598	Wellington	35	--	0.9534	0.00252
35-5596	Wellington	35	--	0.9534	0.00252
35-5594	Wellington	35	--	0.9534	0.00252
35-5592	Wellington	35	--	0.9534	0.00252
35-5590	Wellington	35	--	0.9534	0.00252
35-5588	Wellington	35	--	0.9534	0.00252

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
36-5578	Stansbury	36	B2	0.8218	0.00218
36-5576	Stansbury	36	B2	0.8218	0.00218
36-5574	Stansbury	36	B1	0.8218	0.00218
36-5572	Stansbury	36	B2	0.8218	0.00218
36-5570	Stansbury	36	B2	0.8218	0.00218
36-5568	Stansbury	36	B1	0.8218	0.00218
36-5566	Stansbury	36	B2	0.8218	0.00218
36-5564	Stansbury	36	B2	0.8218	0.00218
28-5255	Austin	28	B	0.8482	0.00225
28-5257	Austin	28	B	0.8482	0.00225
28-5259	Austin	28	B	0.8482	0.00225
28-5261	Austin	28	B	0.8482	0.00225
28-5263	Austin	28	B	0.8482	0.00225
28-5265	Austin	28	B	0.8482	0.00225
29-5269	Austin	29	B	0.8482	0.00225
29-5271	Austin	29	B	0.8482	0.00225
29-5273	Austin	29	B	0.8482	0.00225
29-5275	Austin	29	B	0.8482	0.00225
29-5277	Austin	29	B	0.8482	0.00225
29-5279	Austin	29	B	0.8482	0.00225
37-5554	Wellington	37	--	0.9534	0.00252
37-5552	Wellington	37	--	0.9534	0.00252
37-5550	Wellington	37	--	0.9534	0.00252
37-5548	Wellington	37	--	0.9534	0.00252
37-5546	Wellington	37	--	0.9534	0.00252
37-5544	Wellington	37	--	0.9534	0.00252
37-5542	Wellington	37	--	0.9534	0.00252
2-5189	Ternbury	2	R	1.3153	0.00348
2-5193	Ternbury	2	R	1.3153	0.00348
2-5197	Ternbury	2	R	1.3153	0.00348
2-5201	Ternbury	2	R	1.3153	0.00348
25-5272	Franklin	25	--	0.7231	0.00191
25-5270	Franklin	25	--	0.7231	0.00191
25-5268	Franklin	25	--	0.7231	0.00191
25-5266	Franklin	25	--	0.7231	0.00191
25-5264	Franklin	25	--	0.7231	0.00191
25-5262	Franklin	25	--	0.7231	0.00191
25-5260	Franklin	25	--	0.7231	0.00191
25-5258	Franklin	25	--	0.7231	0.00191

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
26-5292	Stansbury	26	B2	0.8218	0.00218
26-5290	Stansbury	26	B2	0.8218	0.00218
26-5288	Stansbury	26	B1	0.8218	0.00218
26-5286	Stansbury	26	B2	0.8218	0.00218
26-5284	Stansbury	26	B2	0.8218	0.00218
26-5282	Stansbury	26	B1	0.8218	0.00218
26-5280	Stansbury	26	B2	0.8218	0.00218
26-5278	Stansbury	26	B2	0.8218	0.00218
27-5312	Franklin	27	--	0.7231	0.00191
27-5310	Franklin	27	--	0.7231	0.00191
27-5308	Franklin	27	--	0.7231	0.00191
27-5306	Franklin	27	--	0.7231	0.00191
27-5304	Franklin	27	--	0.7231	0.00191
27-5302	Franklin	27	--	0.7231	0.00191
27-5300	Franklin	27	--	0.7231	0.00191
27-5298	Franklin	27	--	0.7231	0.00191
45-5293	Reserve	45	D2	0.9837	0.00260
45-5295	Reserve	45	D2	0.9837	0.00260
45-5297	Reserve	45	D2	0.9837	0.00260
45-5299	Reserve	45	D2	0.9837	0.00260
45-5301	Reserve	45	D2	0.9837	0.00260
45-5303	Reserve	45	D2	0.9837	0.00260
45-5305	Reserve	45	D2	0.9837	0.00260
45-5307	Reserve	45	D2	0.9837	0.00260
46-5547	Reserve	46	D2	0.9837	0.00260
46-5549	Reserve	46	D2	0.9837	0.00260
46-5551	Reserve	46	D2	0.9837	0.00260
46-5553	Reserve	46	D2	0.9837	0.00260
46-5555	Reserve	46	D2	0.9837	0.00260
46-5557	Reserve	46	D2	0.9837	0.00260
47-5567	Austin	47	B	0.8482	0.00225
47-5569	Austin	47	B	0.8482	0.00225
47-5571	Austin	47	B	0.8482	0.00225
47-5573	Austin	47	B	0.8482	0.00225
47-5575	Austin	47	B	0.8482	0.00225
47-5577	Austin	47	B	0.8482	0.00225
47-5579	Austin	47	B	0.8482	0.00225
47-5581	Austin	47	B	0.8482	0.00225

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
52-5578	Wellington	52	--	0.9534	0.00252
52-5576	Wellington	52	--	0.9534	0.00252
52-5574	Wellington	52	--	0.9534	0.00252
52-5572	Wellington	52	--	0.9534	0.00252
52-5570	Wellington	52	--	0.9534	0.00252
52-5568	Wellington	52	--	0.9534	0.00252
52-5566	Wellington	52	--	0.9534	0.00252
53-5556	Stansbury	53	B2	0.8218	0.00218
53-5554	Stansbury	53	B2	0.8218	0.00218
53-5552	Stansbury	53	B1	0.8218	0.00218
53-5550	Stansbury	53	B2	0.8218	0.00218
53-5548	Stansbury	53	B2	0.8218	0.00218
53-5546	Stansbury	53	B1	0.8218	0.00218
53-5544	Stansbury	53	B2	0.8218	0.00218
53-5542	Stansbury	53	B2	0.8218	0.00218
2A-5169	Ternbury	2A	R	1.3153	0.00348
2A-5173	Ternbury	2A	R	1.3153	0.00348
2A-5177	Ternbury	2A	R	1.3153	0.00348
2A-5181	Ternbury	2A	R	1.3153	0.00348
48-5591	Reserve	48	D2	0.9837	0.00260
48-5593	Reserve	48	D2	0.9837	0.00260
48-5595	Reserve	48	D2	0.9837	0.00260
48-5597	Reserve	48	D2	0.9837	0.00260
48-5599	Reserve	48	D2	0.9837	0.00260
48-5601	Reserve	48	D2	0.9837	0.00260
49-5308	Austin	49	B	0.8482	0.00225
49-5310	Austin	49	B	0.8482	0.00225
49-5312	Austin	49	B	0.8482	0.00225
49-5314	Austin	49	B	0.8482	0.00225
49-5316	Austin	49	B	0.8482	0.00225
49-5318	Austin	49	B	0.8482	0.00225
50-5294	Austin	50	B	0.8482	0.00225
50-5296	Austin	50	B	0.8482	0.00225
50-5298	Austin	50	B	0.8482	0.00225
50-5300	Austin	50	B	0.8482	0.00225
50-5302	Austin	50	B	0.8482	0.00225
50-5304	Austin	50	B	0.8482	0.00225

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
51-5588	Stansbury	51	B2	0.8218	0.00218
51-5590	Stansbury	51	B2	0.8218	0.00218
51-5592	Stansbury	51	B1	0.8218	0.00218
51-5594	Stansbury	51	B2	0.8218	0.00218
51-5596	Stansbury	51	B2	0.8218	0.00218
51-5598	Stansbury	51	B1	0.8218	0.00218
51-5600	Stansbury	51	B2	0.8218	0.00218
51-5602	Stansbury	51	B2	0.8218	0.00218
38-5267	Reserve	38	D2	0.9837	0.00260
38-5269	Reserve	38	D2	0.9837	0.00260
38-5271	Reserve	38	D2	0.9837	0.00260
38-5273	Reserve	38	D2	0.9837	0.00260
38-5277	Reserve	38	D2	0.9837	0.00260
38-5279	Reserve	38	D2	0.9837	0.00260
38-5281	Reserve	38	D2	0.9837	0.00260
38-5283	Reserve	38	D2	0.9837	0.00260
39-5629	Franklin	39	--	0.7231	0.00191
39-5631	Franklin	39	--	0.7231	0.00191
39-5633	Franklin	39	--	0.7231	0.00191
39-5635	Franklin	39	--	0.7231	0.00191
39-5637	Franklin	39	--	0.7231	0.00191
39-5639	Franklin	39	--	0.7231	0.00191
40-5258	Wellington	40	--	0.9534	0.00252
40-5260	Wellington	40	--	0.9534	0.00252
40-5262	Wellington	40	--	0.9534	0.00252
40-5264	Wellington	40	--	0.9534	0.00252
40-5266	Wellington	40	--	0.9534	0.00252
40-5268	Wellington	40	--	0.9534	0.00252
40-5270	Wellington	40	--	0.9534	0.00252
40-5272	Wellington	40	--	0.9534	0.00252
41-5628	Franklin	41	--	0.7231	0.00191
41-5630	Franklin	41	--	0.7231	0.00191
41-5632	Franklin	41	--	0.7231	0.00191
41-5634	Franklin	41	--	0.7231	0.00191
41-5636	Franklin	41	--	0.7231	0.00191
41-5638	Franklin	41	--	0.7231	0.00191

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Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
54-5297	Reserve	54	D2	0.9837	0.00260
54-5299	Reserve	54	D2	0.9837	0.00260
54-5301	Reserve	54	D2	0.9837	0.00260
54-5303	Reserve	54	D2	0.9837	0.00260
54-5307	Reserve	54	D2	0.9837	0.00260
54-5309	Reserve	54	D2	0.9837	0.00260
54-5311	Reserve	54	D2	0.9837	0.00260
54-5313	Reserve	54	D2	0.9837	0.00260
3-5149	Ternbury	3	R	1.3153	0.00348
3-5153	Ternbury	3	R	1.3153	0.00348
3-5157	Ternbury	3	R	1.3153	0.00348
3-5161	Ternbury	3	R	1.3153	0.00348
55-5631	Reserve	55	D2	0.9837	0.00260
55-5633	Reserve	55	D2	0.9837	0.00260
55-5635	Reserve	55	D2	0.9837	0.00260
55-5637	Reserve	55	D2	0.9837	0.00260
56-5310	Austin	56	B	0.8482	0.00225
56-5308	Austin	56	B	0.8482	0.00225
56-5306	Austin	56	B	0.8482	0.00225
56-5304	Austin	56	B	0.8482	0.00225
56-5302	Austin	56	B	0.8482	0.00225
56-5300	Austin	56	B	0.8482	0.00225
56A-5296	Austin	56A	B	0.8482	0.00225
56A-5294	Austin	56A	B	0.8482	0.00225
56A-5290	Austin	56A	B	0.8482	0.00225
56A-5288	Austin	56A	B	0.8482	0.00225
56A-5286	Austin	56A	B	0.8482	0.00225
56A-5284	Austin	56A	B	0.8482	0.00225
57-5636	Reserve	57	D2	0.9837	0.00260
57-5634	Reserve	57	D2	0.9837	0.00260
57-5632	Reserve	57	D2	0.9837	0.00260
57-5630	Reserve	57	D2	0.9837	0.00260
58-5333	Austin	58	B	0.8482	0.00225
58-5335	Austin	58	B	0.8482	0.00225
58-5337	Austin	58	B	0.8482	0.00225
58-5339	Austin	58	B	0.8482	0.00225
58-5341	Austin	58	B	0.8482	0.00225
58-5343	Austin	58	B	0.8482	0.00225

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
59-5349	Austin	59	B	0.8482	0.00225
59-5351	Austin	59	B	0.8482	0.00225
59-5353	Austin	59	B	0.8482	0.00225
59-5355	Austin	59	B	0.8482	0.00225
59-5357	Austin	59	B	0.8482	0.00225
59-5359	Austin	59	B	0.8482	0.00225
60-5601	Reserve	60	D2	0.9837	0.00260
60-5603	Reserve	60	D2	0.9837	0.00260
60-5605	Reserve	60	D2	0.9837	0.00260
60-5607	Reserve	60	D2	0.9837	0.00260
60-5609	Reserve	60	D2	0.9837	0.00260
60-5611	Reserve	60	D2	0.9837	0.00260
67-5546	Stansbury	67	B2	0.8218	0.00218
67-5548	Stansbury	67	B2	0.8218	0.00218
67-5550	Stansbury	67	B1	0.8218	0.00218
67-5552	Stansbury	67	B2	0.8218	0.00218
67-5554	Stansbury	67	B2	0.8218	0.00218
67-5556	Stansbury	67	B1	0.8218	0.00218
67-5558	Stansbury	67	B2	0.8218	0.00218
67-5560	Stansbury	67	B2	0.8218	0.00218
UNITS ADDED HEREBY:					
5-5150	Ternbury	5	R	1.3153	0.00348
5-5154	Ternbury	5	R	1.3153	0.00348
5-5158	Ternbury	5	R	1.3153	0.00348
5-5162	Ternbury	5	R	1.3153	0.00348
64-5328	Stansbury	64	B2	0.8218	0.00218
64-5330	Stansbury	64	B1	0.8218	0.00218
64-5332	Stansbury	64	B2	0.8218	0.00218
64-5334	Stansbury	64	B2	0.8218	0.00218
64-5336	Stansbury	64	B1	0.8218	0.00218
64-5338	Stansbury	64	B2	0.8218	0.00218
65-5578	Wellington	65	--	0.9534	0.00252
65-5580	Wellington	65	--	0.9534	0.00252
65-5582	Wellington	65	--	0.9534	0.00252
65-5584	Wellington	65	--	0.9534	0.00252
65-5586	Wellington	65	--	0.9534	0.00252
65-5588	Wellington	65	--	0.9534	0.00252
65-5590	Wellington	65	--	0.9534	0.00252

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
66-5566	Cromwell	66	C	1.2759	0.00338
66-5568	Cromwell	66	C	1.2759	0.00338
66-5570	Cromwell	66	C	1.2759	0.00338
66-5572	Cromwell	66	C	1.2759	0.00338
					1.00

EXHIBIT "F"

TWELFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Tembury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

Condo plat # 200903190038763

200903190038762
Pgs: 35 $296.00 T20090016414
03/19/2009 1:15PM BXCONNOR LAND
Robert G. Montgomery
Franklin County Recorder

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 209 PAGE 34-42

THIRTEENTH AMENDMENT
TO
DECLARATION AND BYLAWS CREATING AND
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
FOR
THE FALLS AT HAYDEN RUN CONDOMINIUM

This Thirteenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 9th day of March, 2009.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium recorded as Instrument 200510260225306 of the records of the Franklin County, Ohio Recorder (the "Declaration") and the Drawings filed in connection therewith recorded at Condominium Plat Book 156, pages 16-52 of the records of the Franklin County, Ohio Recorder ("Drawings").

CERTIFICATE OF AUDITOR

A copy of this Thirteenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Thirteenth Amendment to the Drawings attached thereto, was filed with this office on March 19, 2009.

By: Joseph W. Testa By: Sharon Smithach
Auditor, Franklin County, Ohio

TRANSFERRED

MAR 19 2009

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

2980008v2

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 recorded as Instrument Number 200603210052558 of the records of the Franklin County, Ohio Recorder ("First Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 163, Pages 70-77 of the records of the Franklin County, Ohio Recorder("First Drawings").

C. The Declaration was further amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Franklin County, Ohio Recorder ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 165, Pages 96-113, of the records of the Franklin County, Ohio Recorder ("Second Drawings").

D. The Declaration was further amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Franklin County, Ohio Recorder ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 168, Pages 28-53, of the records of the Franklin County, Ohio Recorder ("Third Drawings").

E. The Declaration was further amended to add additional Units pursuant to that certain Fourth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 14, 2006 and filed for record as Instrument Number 200608250169152 of the records of the Franklin County, Ohio Recorder ("Fourth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 174, Pages 6-20, of the records of the Franklin County, Ohio Recorder ("Fourth Drawings").

F. The Declaration was further amended to add additional Units pursuant to that certain Fifth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 31, 2006 and filed for record as Instrument Number 200611080224434 of the records of the Franklin County, Ohio Recorder ("Fifth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 178, Pages 37-54, of the records of the Franklin County, Ohio Recorder ("Fifth Drawings").

G. The Declaration was further amended to add additional Units pursuant to that certain Sixth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated December 20, 2006 and filed for record as Instrument Number 200701030001222 of the records of the Franklin County, Ohio Recorder ("Sixth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 180, Pages 68-73, of the records of the Franklin County, Ohio Recorder ("Sixth Drawings").

H. The Declaration was further amended to add additional Units pursuant to that certain Seventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated February 19, 2007 and filed for record as Instrument Number 200703010035542 of the records of the Franklin County, Ohio Recorder ("Seventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 182, Pages 91-117, of the records of the Franklin County, Ohio Recorder ("Seventh Drawings").

I. The Declaration was further amended to add additional Units pursuant to that certain Eighth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 11, 2007 and filed for record as Instrument Number 200705170086364 of the records of the Franklin County, Ohio Recorder ("Eighth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 186, Pages 58-78, of the records of the Franklin County, Ohio Recorder ("Eighth Drawings").

J. The Declaration was further amended to add additional Units pursuant to that certain Ninth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 23, 2007 and filed for record as Instrument Number 200709070158398 of the records of the Franklin County, Ohio Recorder ("Ninth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 191, Pages 60-78, of the records of the Franklin County, Ohio Recorder ("Ninth Drawings").

K. The Declaration was further amended to add additional Units pursuant to that certain Tenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated November 21, 2007 and filed for record as Instrument Number 200712050209341 of the records of the Franklin County, Ohio Recorder ("Tenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 196, Pages 74-97, of the records of the Franklin County, Ohio Recorder ("Tenth Drawings").

L. The Declaration was further amended to add additional Units pursuant to that certain Eleventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 31, 2008 and filed for record as Instrument Number 200804040051234 of the records of the Franklin County, Ohio Recorder ("Eleventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 201, Pages 36-62, of the records of the Franklin County, Ohio Recorder ("Eleventh Drawings").

M. The Declaration was further amended to add additional Units pursuant to that certain Twelfth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 30, 2008 and filed for record as Instrument Number 200806090087843 of the records of the Franklin County, Ohio Recorder ("Twelfth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 203, Pages 62-89, of the records of the Franklin County, Ohio Recorder ("Twelfth Drawings").

N. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant (The Falls at Hayden Run, Ltd.) desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property (hereinafter described) meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of approximately 1.059 acres, more or less, which is comprised of one 0.496 acre parcel and one 0.563 acre parcel, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto as "Exhibit B" and is hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto as "Exhibit C" and is hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains two (2) residential buildings containing, in the aggregate, twelve (12) dwelling units, expanding the Condominium to contain a total of four hundred nineteen (419) dwelling units, each of which is called a "Unit".

The residential buildings each contain three-level (one of which levels is a basement level for some residential buildings) townhouse style dwelling units. Each Unit has a poured concrete lower level (or slab), with J-Cote waterproofing. Further, each Unit consists of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall.

Each Unit added has Limited Common Elements, which Limited Common Elements are described in greater detail in Section 7(b) herein below and are shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements which are currently a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Thirteenth Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto as "Exhibit D", and is hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding (as appropriate) those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended

pursuant to the First Drawings, the Second Drawings, the Third Drawings, the Fourth Drawings, the Fifth Drawings, the Sixth Drawings the Seventh Drawings, the Eighth Drawings, the Ninth Drawings, the Tenth Drawings, Eleventh Drawings and the Twelfth Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added to the Condominium Property, along with all of the other land and all improvements thereon and appurtenances thereto (except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit) are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements are comprised as follows: (A) front porch or stoop areas for each Unit added, (B) as to the six (6) Units in the Reserve style building, the area between the rear of the Unit and the detached parking garage building, which area may include a stoop/porch area and a concrete patio, and (C) as to the six (6) Units in the Stansbury style building, a rear deck area and one (1) parking space immediately outside the attached garage door opening. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium (as expanded hereby) as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration, adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property. In other words, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 9th day of March, 2009.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, its Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Michael J. DeAscentis II, the Manager of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 9th day of March, 2009.

NOTARIAL SEAL STATE OF OHIO

THOMAS J. DEBO BRUNNER
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

_____
Notary Public

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
THIRTEENTH AMENDMENT
PART 1

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at a northeasterly corner of "The Falls at Hayden Run Condominium Twelfth Amendment Part 2" of record in Condominium Plat Book 203, Page 62, being on the westerly line of "The Falls at Hayden Run Condominium Eleventh Amendment" of record in Condominium Plat Book 201, Page 36;

thence South 84° 14' 26" West, with the northerly line of said "The Falls at Hayden Run Condominium Twelfth Amendment Part 2", a distance of 153.32 feet to a point;

thence across said 73.476 acre tract, the following courses and distances:

North 05° 45' 39" West, a distance of 141.00 feet to a point;

North 84° 14' 21" East, a distance of 153.32 feet to the northwesterly corner of said "The Falls at Hayden Run Condominium Eleventh Amendment";

thence South 05° 45' 39" East, with the westerly line of said "The Falls at Hayden Run Condominium Eleventh Amendment", a distance of 141.01 feet to the POINT OF BEGINNING, and containing 0.496 acre of land, more or less, and being out of Auditor's Parcel number 485-273439.

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

This description is based on an actual field survey performed in October of 2004.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

3/17/09

Edward J. Miller
Registered Surveyor No. 8250

STATE OF OHIO
EDWARD J MILLER 8250 REGISTERED PROFESSIONAL SURVEYOR

EJM on March 13, 2009
0.496 ac 98246 part 1.doc

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
TWELFTH AMENDMENT
PART 2

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

Beginning, for reference, at a southwesterly corner of "The Falls at Hayden Run Condominium Twelfth Amendment Part 2" of record in Condominium Plat Book 203, Page 62, at a southeasterly corner of said 73.476 acre tract, being on the northerly line of "The Falls at Hayden Run Condominium Eighth Amendment Part 1" of record in Condominium Plat Book 186, Page 58;

thence North 05° 45' 39" West, with the line common to said "The Falls at Hayden Run Condominium Twelfth Amendment Part 2" and said 73.476 acre tract, a distance of 120.00 feet to the TRUE POINT OF BEGINNING;

thence across said 73.476 acre tract, the following courses and distances:

North 05° 45' 39" West, a distance of 152.00 feet to a point;

North 84° 14' 21" East, a distance of 163.00 feet to a point; and

South 05° 45' 39" East, a distance of 141.00 feet to a point on the northerly line of said "The Falls at Hayden Run Condominium Twelfth Amendment Part 2";

thence with said northerly line, the following courses and distances:

South 84° 14' 26" West, a distance of 22.00 feet to a point;

South 05° 45' 39" East, a distance of 11.00 feet to a point; and

South 84° 14' 21" West, a distance of 141.00 feet to the TRUE POINT OF BEGINNING, and containing 0.563 acre of land, more or less, and being out of Auditor's Parcel number 485-273439.

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

This description is based on an actual field survey performed in October of 2004.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

3/17/09

Edward J. Miller
Registered Surveyor No. 8250

STATE OF OHIO
EDWARD
J
MILLER
8250
REGISTERED
PROFESSIONAL SURVEYOR

EJM: ont March 13, 2009
0_563 ac 90246 part 2.doc

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
THIRTEENTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: March 11, 2009
Scale: 1" = 60'
Job No: 3804-0256

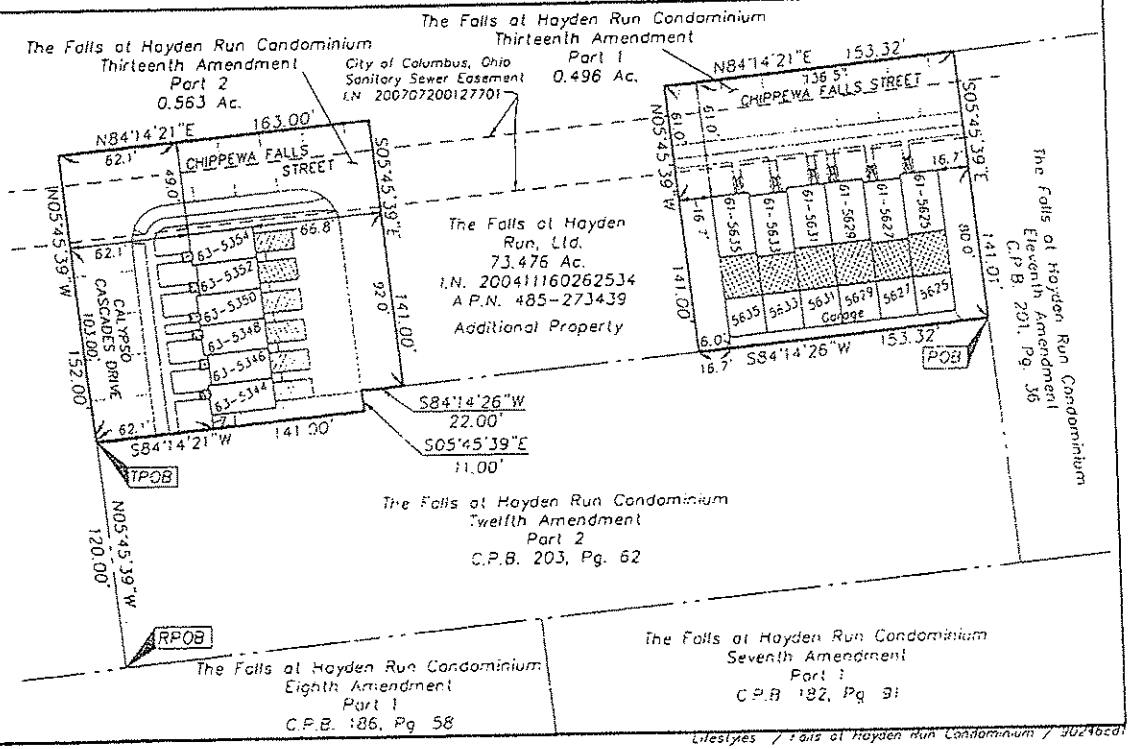
BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element
= Limited Common Element
61-5625 = Unit Designation
= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag Nail Found
= Mag Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

60' 0 60' 120'
GRAPHIC SCALE (IN FEET)

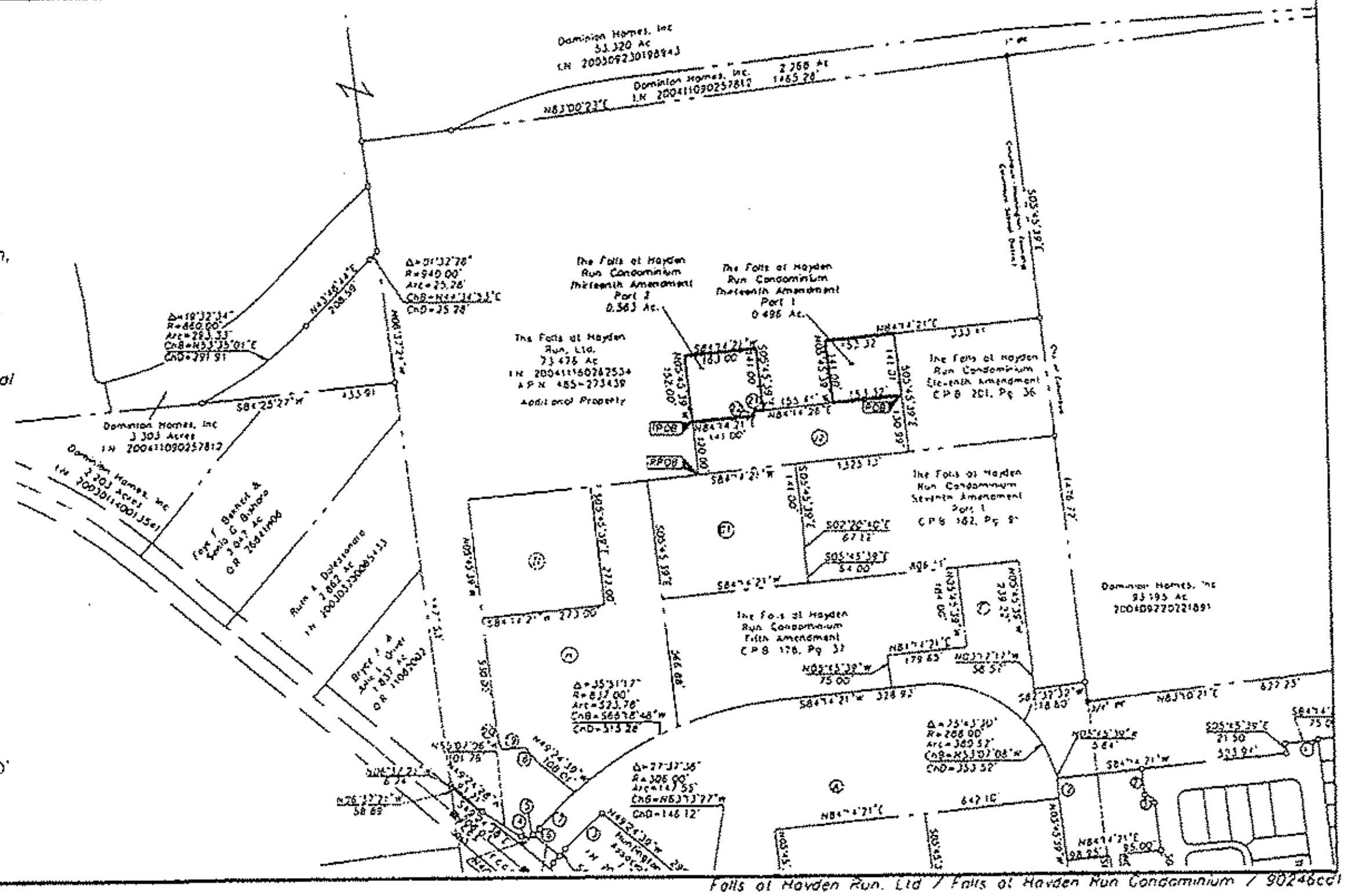


EMH&T

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
THIRTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: March 13, 2009
Scale: 1" = 300'
Job No.: 2009-0246



BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

LEGEND

- ○ = Stone Found
- ▣ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ◉ = Mag Nail Found
- ○ = Mag Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ⬟ = P.K. Nail Found

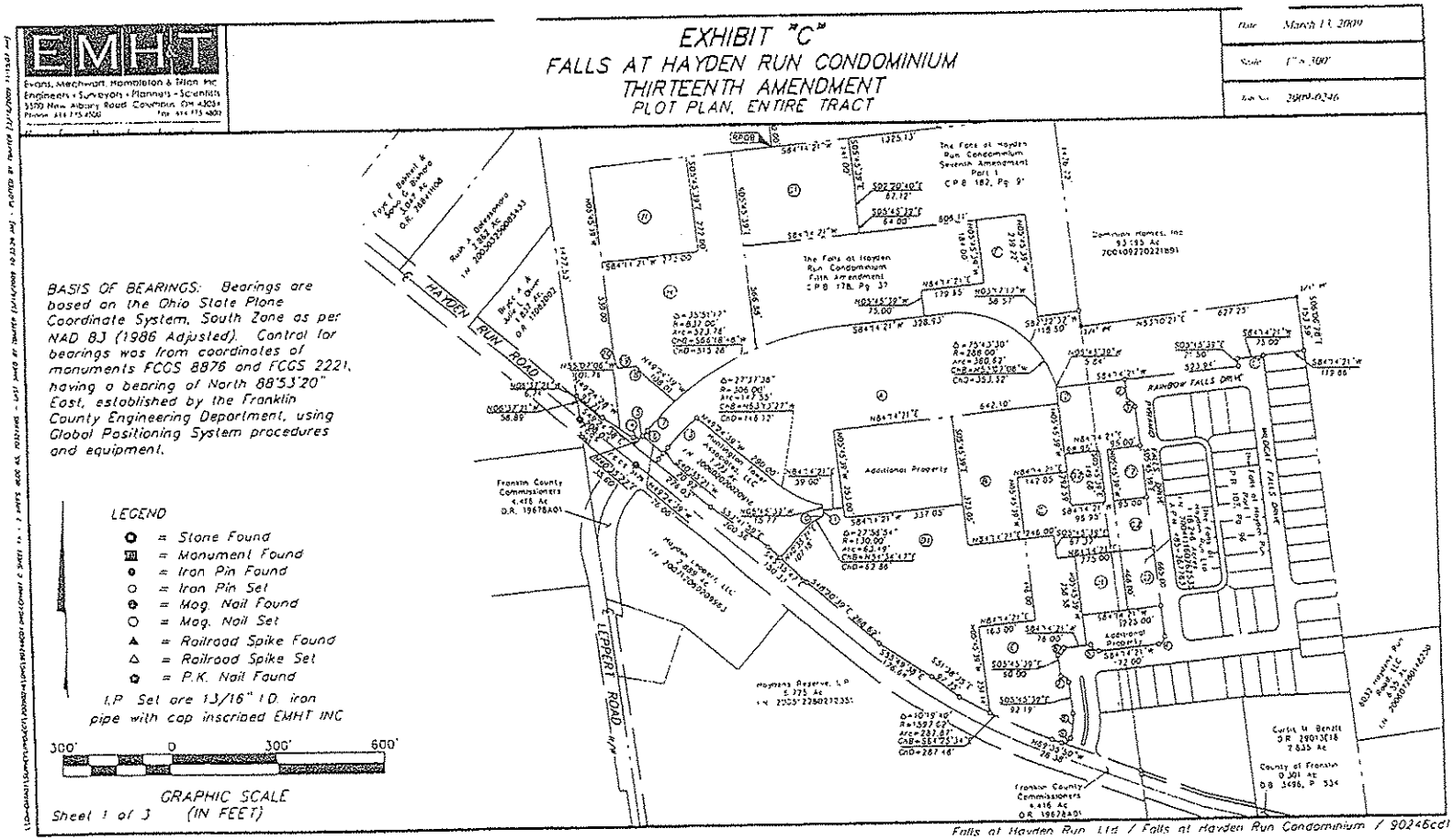
I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE
(IN FEET)

Sheet 2 of 3

Falls at Hayden Run, Ltd / Falls at Hayden Run Condominium / 90246cd


EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
THIRTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT
Date March 13, 2009
Scale 1" = 300'
Job No. 2009-0246
BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.
LEGEND
= Stone Found
= Monument Found
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
= Railroad Spike Found
= Railroad Spike Set
= P.K. Nail Found
I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC
300' 0 300' 600'
GRAPHIC SCALE
(IN FEET)
HAYDEN RUN ROAD
LEPPERT ROAD
RAINBOW FALLS DRIVE
The Falls at Hayden Run Condominium Seventh Amendment Part 1 CPB 182, Pg 9
The Falls at Hayden Run Condominium Fifth Amendment CPB 178, Pg 37
Additional Property
Franklin County Commissioners 4.478 Ac O.R. 19678A01
Meyers Reserve, LP 5.375 Ac
Dominion Homes, Inc 93.195 Ac
Curtis M. Benzit O.R. 29013018 7.835 Ac
County of Franklin 0.301 Ac D.B. 3496, P. 534
Sheet 1 of 3
Falls at Hayden Run Ltd. / Falls at Hayden Run Condominium / 90246cd1

EMHT

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road Columbus OH 43054
Phone: 614 775-4500 Fax: 614 775-4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
THIRTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: March 13, 2009
Scale: 1" = 200'
Job No.: 2009-0024b

(1) N05°45'39"W 1.71'

(2) S05°45'39"E 50.00'

(3) Δ=90°00'00" R=20.00' Arc=31.42' ChB=S50°45'39"E ChD=28.28'

(4) Δ=90°00'00" R=20.00' Arc=31.42' ChB=S39°14'21"W ChD=28.28'

(5) Δ=90°00'00" R=20.00' Arc=31.42' ChB=N50°45'39"W ChD=28.28'

(6) Δ=90°00'00" R=20.00' Arc=31.42' ChB=S39°14'21"W ChD=28.28'

(7) Δ=90°00'00" R=20.00' Arc=31.42' ChB=S50°45'39"E ChD=28.28'

(8) Δ=24°58'05" R=162.00' Arc=70.60' ChB=S06°43'22"W ChD=70.04'

(9) Δ=91°11'49" R=20.00' Arc=31.83' ChB=S64°48'57"W ChD=28.58'

(10) Δ=74°19'53" R=7.00' Arc=9.08' ChB=N31°24'18"E ChD=8.45'

(11) N05°45'39"W 12.51'

(12) N05°45'39"W 46.00'

(13) Δ=08°47'38" R=762.00' Arc=116.95' ChB=S46°59'10"W ChD=116.84'

(14) Δ=84°17'33" R=20.00' Arc=29.42' ChB=S82°44'07"W ChD=26.84'

(15) S40°35'21"W 0.99'

(16) N43°18'47"E 20.94'

(17) Δ=07°47'43" R=837.00' Arc=113.88' ChB=N44°29'30"E ChD=113.79'

(18) N37°27'28"W 39.91'

(19) S84°14'21"W 52.71'

(20) Δ=16°37'34" R=166.00' Arc=48.17' ChB=N14°04'25"W ChD=48.00'

(21) N84°14'26"E 22.00'

(22) N05°45'39"W 11.00'

(A) The Falls at Hayden Run Condominium C.P.B. 156, Pg. 16

(B) The Falls at Hayden Run Condominium First Amendment C.P.B. 163, Pg. 70

(C) The Falls at Hayden Run Condominium Second Amendment C.P.B. 165, Pg. 95

(D1) The Falls at Hayden Run Condominium Third Amendment Part 1 C.P.B. 168, Pg. 28

(D2) The Falls at Hayden Run Condominium Third Amendment Part 2 C.P.B. 168, Pg. 28

(E) The Falls at Hayden Run Condominium Fourth Amendment C.P.B. 174, Pg. 6

(F1) The Falls at Hayden Run Condominium Sixth Amendment C.P.B. 180, Pg. 56

(F2) The Falls at Hayden Run Condominium Seventh Amendment Part 2 C.P.B. 182, Pg. 91

(G1) The Falls at Hayden Run Condominium Eighth Amendment Part 1 C.P.B. 186, Pg. 58

(G2) The Falls at Hayden Run Condominium Eighth Amendment Part 2 C.P.B. 186, Pg. 58

(H) The Falls at Hayden Run Condominium Ninth Amendment C.P.B. 193, Pg. 60

(I1) The Falls at Hayden Run Condominium Tenth Amendment Part 1 C.P.B. 196, Pg. 74

(I2) The Falls at Hayden Run Condominium Tenth Amendment Part 2 C.P.B. 196, Pg. 74

(J1) The Falls at Hayden Run Condominium Twelfth Amendment C.P.B. 203, Pg. 62

(J2) The Falls at Hayden Run Condominium Twelfth Amendment C.P.B. 203, Pg. 62

Sheet 3 of 3

Lifestyles / Falls at Hayden Run Condominium / 90246cd1

EXHIBIT "D"

THIRTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial

buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B
2 Bedroom Unit

The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

THIRTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00186
17-5539	Franklin	17	--	0.7231	0.00186
17-5541	Franklin	17	--	0.7231	0.00186
17-5543	Franklin	17	--	0.7231	0.00186
17-5545	Franklin	17	--	0.7231	0.00186
17-5547	Franklin	17	--	0.7231	0.00186
17-5549	Franklin	17	--	0.7231	0.00186
17-5551	Franklin	17	--	0.7231	0.00186
18-5561	Wellington	18	--	0.9534	0.00245
18-5563	Wellington	18	--	0.9534	0.00245
18-5565	Wellington	18	--	0.9534	0.00245
18-5567	Wellington	18	--	0.9534	0.00245
18-5569	Wellington	18	--	0.9534	0.00245
18-5571	Wellington	18	--	0.9534	0.00245
18-5573	Wellington	18	--	0.9534	0.00245
19-5581	Stansbury	19	B2	0.8218	0.00212
19-5583	Stansbury	19	B2	0.8218	0.00212
19-5585	Stansbury	19	B1	0.8218	0.00212
19-5587	Stansbury	19	B2	0.8218	0.00212
19-5589	Stansbury	19	B2	0.8218	0.00212
19-5591	Stansbury	19	B1	0.8218	0.00212
19-5593	Stansbury	19	B2	0.8218	0.00212
19-5595	Stansbury	19	B2	0.8218	0.00212
20-5602	Cromwell	20	C	1.2759	0.00328
20-5606	Cromwell	20	C	1.2759	0.00328
20-5610	Cromwell	20	C	1.2759	0.00328
20-5614	Cromwell	20	C	1.2759	0.00328
21-5582	Wellington	21	--	0.9534	0.00245
21-5584	Wellington	21	--	0.9534	0.00245
21-5586	Wellington	21	--	0.9534	0.00245
21-5588	Wellington	21	--	0.9534	0.00245
21-5590	Wellington	21	--	0.9534	0.00245
21-5592	Wellington	21	--	0.9534	0.00245
21-5594	Wellington	21	--	0.9534	0.00245

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00212
22-5562	Stansbury	22	B2	0.8218	0.00212
22-5564	Stansbury	22	B1	0.8218	0.00212
22-5566	Stansbury	22	B2	0.8218	0.00212
22-5568	Stansbury	22	B2	0.8218	0.00212
22-5570	Stansbury	22	B1	0.8218	0.00212
22-5572	Stansbury	22	B2	0.8218	0.00212
22-5574	Stansbury	22	B2	0.8218	0.00212
23-5603	Reserve	23	D2	0.9837	0.00253
23-5605	Reserve	23	D2	0.9837	0.00253
23-5607	Reserve	23	D2	0.9837	0.00253
23-5609	Reserve	23	D2	0.9837	0.00253
24-5625	Austin	24	B	0.8482	0.00218
24-5627	Austin	24	B	0.8482	0.00218
24-5629	Austin	24	B	0.8482	0.00218
24-5631	Austin	24	B	0.8482	0.00218
24-5633	Austin	24	B	0.8482	0.00218
24-5635	Austin	24	B	0.8482	0.00218
7-5535	Reserve	7	D2	0.9837	0.00253
7-5537	Reserve	7	D2	0.9837	0.00253
7-5539	Reserve	7	D2	0.9837	0.00253
7-5541	Reserve	7	D2	0.9837	0.00253
7-5543	Reserve	7	D2	0.9837	0.00253
7-5545	Reserve	7	D2	0.9837	0.00253
7-5547	Reserve	7	D2	0.9837	0.00253
7-5549	Reserve	7	D2	0.9837	0.00253
12-5190	Austin	12	B	0.8482	0.00218
12-5188	Austin	12	B	0.8482	0.00218
12-5186	Austin	12	B	0.8482	0.00218
12-5184	Austin	12	B	0.8482	0.00218
12-5182	Austin	12	B	0.8482	0.00218
12-5180	Austin	12	B	0.8482	0.00218
12-5178	Austin	12	B	0.8482	0.00218
12-5176	Austin	12	B	0.8482	0.00218
5A-5182	Ternbury	5A	R	1.3153	0.00339
5A-5178	Ternbury	5A	R	1.3153	0.00339
5A-5174	Ternbury	5A	R	1.3153	0.00339
5A-5170	Ternbury	5A	R	1.3153	0.00339

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00253
1-5513	Reserve	1	D2	0.9837	0.00253
1-5515	Reserve	1	D2	0.9837	0.00253
1-5517	Reserve	1	D2	0.9837	0.00253
1-5519	Reserve	1	D2	0.9837	0.00253
1-5521	Reserve	1	D2	0.9837	0.00253
1-5523	Reserve	1	D2	0.9837	0.00253
1-5525	Reserve	1	D2	0.9837	0.00253
8-5177	Cromwell	8	C	1.2759	0.00328
8-5181	Cromwell	8	C	1.2759	0.00328
8-5185	Cromwell	8	C+	1.3285	0.00342
8-5189	Cromwell	8	C	1.2759	0.00328
8-5193	Cromwell	8	C	1.2759	0.00328
6-5202	Ternbury	6	R	1.3153	0.00339
6-5198	Ternbury	6	R	1.3153	0.00339
6-5194	Ternbury	6	R	1.3153	0.00339
6-5190	Ternbury	6	R	1.3153	0.00339
11-5168	Reserve	11	D2	0.9837	0.00253
11-5166	Reserve	11	D2	0.9837	0.00253
11-5164	Reserve	11	D2	0.9837	0.00253
11-5162	Reserve	11	D2	0.9837	0.00253
11-5160	Reserve	11	D2	0.9837	0.00253
11-5158	Reserve	11	D2	0.9837	0.00253
11-5156	Reserve	11	D2	0.9837	0.00253
11-5154	Reserve	11	D2	0.9837	0.00253
11-5152	Reserve	11	D2	0.9837	0.00253
13-5557	Wellington	13	--	0.9534	0.00245
13-5559	Wellington	13	--	0.9534	0.00245
13-5561	Wellington	13	--	0.9534	0.00245
13-5563	Wellington	13	--	0.9534	0.00245
13-5565	Wellington	13	--	0.9534	0.00245
13-5567	Wellington	13	--	0.9534	0.00245
13-5569	Wellington	13	--	0.9534	0.00245

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
14-5155	Franklin	14	--	0.7231	0.00186
14-5157	Franklin	14	--	0.7231	0.00186
14-5159	Franklin	14	--	0.7231	0.00186
14-5161	Franklin	14	--	0.7231	0.00186
14-5163	Franklin	14	--	0.7231	0.00186
14-5165	Franklin	14	--	0.7231	0.00186
14-5167	Franklin	14	--	0.7231	0.00186
14-5169	Franklin	14	--	0.7231	0.00186
14-5171	Franklin	14	--	0.7231	0.00186
14-5173	Franklin	14	--	0.7231	0.00186
15-5577	Stansbury	15	B2	0.8218	0.00212
15-5579	Stansbury	15	B2	0.8218	0.00212
15-5581	Stansbury	15	B1	0.8218	0.00212
15-5583	Stansbury	15	B2	0.8218	0.00212
15-5585	Stansbury	15	B2	0.8218	0.00212
15-5587	Stansbury	15	B1	0.8218	0.00212
15-5589	Stansbury	15	B2	0.8218	0.00212
15-5591	Stansbury	15	B2	0.8218	0.00212
16-5147	Burke	16	--	0.9666	0.00249
16-5143	Burke	16	--	0.9666	0.00249
16-5139	Burke	16	--	0.9666	0.00249
16-5135	Burke	16	--	0.9666	0.00249
9-5151	Cromwell	9	C	1.2759	0.00328
9-5155	Cromwell	9	C	1.2759	0.00328
9-5159	Cromwell	9	C	1.2759	0.00328
9-5163	Cromwell	9	C	1.2759	0.00328
9-5167	Cromwell	9	C	1.2759	0.00328
9-5169	Cromwell	9	C	1.2759	0.00328
10-5544	Reserve	10	D2	0.9837	0.00253
10-5542	Reserve	10	D2	0.9837	0.00253
10-5540	Reserve	10	D2	0.9837	0.00253
10-5538	Reserve	10	D2	0.9837	0.00253
10-5536	Reserve	10	D2	0.9837	0.00253
10-5534	Reserve	10	D2	0.9837	0.00253
10-5532	Reserve	10	D2	0.9837	0.00253
10-5530	Reserve	10	D2	0.9837	0.00253

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
30-5545	Reserve	30	D2	0.9837	0.00253
30-5547	Reserve	30	D2	0.9837	0.00253
30-5549	Reserve	30	D2	0.9837	0.00253
30-5551	Reserve	30	D2	0.9837	0.00253
30-5553	Reserve	30	D2	0.9837	0.00253
30-5555	Reserve	30	D2	0.9837	0.00253
31-5567	Reserve	31	D2	0.9837	0.00253
31-5569	Reserve	31	D2	0.9837	0.00253
31-5571	Reserve	31	D2	0.9837	0.00253
31-5573	Reserve	31	D2	0.9837	0.00253
31-5575	Reserve	31	D2	0.9837	0.00253
31-5577	Reserve	31	D2	0.9837	0.00253
32-5589	Reserve	32	D2	0.9837	0.00253
32-5591	Reserve	32	D2	0.9837	0.00253
32-5593	Reserve	32	D2	0.9837	0.00253
32-5595	Reserve	32	D2	0.9837	0.00253
32-5597	Reserve	32	D2	0.9837	0.00253
32-5599	Reserve	32	D2	0.9837	0.00253
33-5288	Austin	33	B	0.8482	0.00218
33-5286	Austin	33	B	0.8482	0.00218
33-5284	Austin	33	B	0.8482	0.00218
33-5282	Austin	33	B	0.8482	0.00218
33-5280	Austin	33	B	0.8482	0.00218
33-5278	Austin	33	B	0.8482	0.00218
34-5274	Austin	34	B	0.8482	0.00218
34-5272	Austin	34	B	0.8482	0.00218
34-5270	Austin	34	B	0.8482	0.00218
34-5268	Austin	34	B	0.8482	0.00218
34-5266	Austin	34	B	0.8482	0.00218
34-5264	Austin	34	B	0.8482	0.00218
35-5600	Wellington	35	--	0.9534	0.00245
35-5598	Wellington	35	--	0.9534	0.00245
35-5596	Wellington	35	--	0.9534	0.00245
35-5594	Wellington	35	--	0.9534	0.00245
35-5592	Wellington	35	--	0.9534	0.00245
35-5590	Wellington	35	--	0.9534	0.00245
35-5588	Wellington	35	--	0.9534	0.00245

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
36-5578	Stansbury	36	B2	0.8218	0.00212
36-5576	Stansbury	36	B2	0.8218	0.00212
36-5574	Stansbury	36	B1	0.8218	0.00212
36-5572	Stansbury	36	B2	0.8218	0.00212
36-5570	Stansbury	36	B2	0.8218	0.00212
36-5568	Stansbury	36	B1	0.8218	0.00212
36-5566	Stansbury	36	B2	0.8218	0.00212
36-5564	Stansbury	36	B2	0.8218	0.00212
28-5255	Austin	28	B	0.8482	0.00218
28-5257	Austin	28	B	0.8482	0.00218
28-5259	Austin	28	B	0.8482	0.00218
28-5261	Austin	28	B	0.8482	0.00218
28-5263	Austin	28	B	0.8482	0.00218
28-5265	Austin	28	B	0.8482	0.00218
29-5269	Austin	29	B	0.8482	0.00218
29-5271	Austin	29	B	0.8482	0.00218
29-5273	Austin	29	B	0.8482	0.00218
29-5275	Austin	29	B	0.8482	0.00218
29-5277	Austin	29	B	0.8482	0.00218
29-5279	Austin	29	B	0.8482	0.00218
37-5554	Wellington	37	--	0.9534	0.00245
37-5552	Wellington	37	--	0.9534	0.00245
37-5550	Wellington	37	--	0.9534	0.00245
37-5548	Wellington	37	--	0.9534	0.00245
37-5546	Wellington	37	--	0.9534	0.00245
37-5544	Wellington	37	--	0.9534	0.00245
37-5542	Wellington	37	--	0.9534	0.00245
2-5189	Ternbury	2	R	1.3153	0.00339
2-5193	Ternbury	2	R	1.3153	0.00339
2-5197	Ternbury	2	R	1.3153	0.00339
2-5201	Ternbury	2	R	1.3153	0.00339
25-5272	Franklin	25	--	0.7231	0.00186
25-5270	Franklin	25	--	0.7231	0.00186
25-5268	Franklin	25	--	0.7231	0.00186
25-5266	Franklin	25	--	0.7231	0.00186
25-5264	Franklin	25	--	0.7231	0.00186
25-5262	Franklin	25	--	0.7231	0.00186
25-5260	Franklin	25	--	0.7231	0.00186
25-5258	Franklin	25	--	0.7231	0.00186

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
26-5292	Stansbury	26	B2	0.8218	0.00212
26-5290	Stansbury	26	B2	0.8218	0.00212
26-5288	Stansbury	26	B1	0.8218	0.00212
26-5286	Stansbury	26	B2	0.8218	0.00212
26-5284	Stansbury	26	B2	0.8218	0.00212
26-5282	Stansbury	26	B1	0.8218	0.00212
26-5280	Stansbury	26	B2	0.8218	0.00212
26-5278	Stansbury	26	B2	0.8218	0.00212
27-5312	Franklin	27	--	0.7231	0.00186
27-5310	Franklin	27	--	0.7231	0.00186
27-5308	Franklin	27	--	0.7231	0.00186
27-5306	Franklin	27	--	0.7231	0.00186
27-5304	Franklin	27	--	0.7231	0.00186
27-5302	Franklin	27	--	0.7231	0.00186
27-5300	Franklin	27	--	0.7231	0.00186
27-5298	Franklin	27	--	0.7231	0.00186
45-5293	Reserve	45	D2	0.9837	0.00253
45-5295	Reserve	45	D2	0.9837	0.00253
45-5297	Reserve	45	D2	0.9837	0.00253
45-5299	Reserve	45	D2	0.9837	0.00253
45-5301	Reserve	45	D2	0.9837	0.00253
45-5303	Reserve	45	D2	0.9837	0.00253
45-5305	Reserve	45	D2	0.9837	0.00253
45-5307	Reserve	45	D2	0.9837	0.00253
46-5547	Reserve	46	D2	0.9837	0.00253
46-5549	Reserve	46	D2	0.9837	0.00253
46-5551	Reserve	46	D2	0.9837	0.00253
46-5553	Reserve	46	D2	0.9837	0.00253
46-5555	Reserve	46	D2	0.9837	0.00253
46-5557	Reserve	46	D2	0.9837	0.00253
47-5567	Austin	47	B	0.8482	0.00218
47-5569	Austin	47	B	0.8482	0.00218
47-5571	Austin	47	B	0.8482	0.00218
47-5573	Austin	47	B	0.8482	0.00218
47-5575	Austin	47	B	0.8482	0.00218
47-5577	Austin	47	B	0.8482	0.00218
47-5579	Austin	47	B	0.8482	0.00218
47-5581	Austin	47	B	0.8482	0.00218

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
52-5578	Wellington	52	--	0.9534	0.00245
52-5576	Wellington	52	--	0.9534	0.00245
52-5574	Wellington	52	--	0.9534	0.00245
52-5572	Wellington	52	--	0.9534	0.00245
52-5570	Wellington	52	--	0.9534	0.00245
52-5568	Wellington	52	--	0.9534	0.00245
52-5566	Wellington	52	--	0.9534	0.00245
53-5556	Stansbury	53	B2	0.8218	0.00212
53-5554	Stansbury	53	B2	0.8218	0.00212
53-5552	Stansbury	53	B1	0.8218	0.00212
53-5550	Stansbury	53	B2	0.8218	0.00212
53-5548	Stansbury	53	B2	0.8218	0.00212
53-5546	Stansbury	53	B1	0.8218	0.00212
53-5544	Stansbury	53	B2	0.8218	0.00212
53-5542	Stansbury	53	B2	0.8218	0.00212
2A-5169	Ternbury	2A	R	1.3153	0.00339
2A-5173	Ternbury	2A	R	1.3153	0.00339
2A-5177	Ternbury	2A	R	1.3153	0.00339
2A-5181	Ternbury	2A	R	1.3153	0.00339
48-5591	Reserve	48	D2	0.9837	0.00253
48-5593	Reserve	48	D2	0.9837	0.00253
48-5595	Reserve	48	D2	0.9837	0.00253
48-5597	Reserve	48	D2	0.9837	0.00253
48-5599	Reserve	48	D2	0.9837	0.00253
48-5601	Reserve	48	D2	0.9837	0.00253
49-5308	Austin	49	B	0.8482	0.00218
49-5310	Austin	49	B	0.8482	0.00218
49-5312	Austin	49	B	0.8482	0.00218
49-5314	Austin	49	B	0.8482	0.00218
49-5316	Austin	49	B	0.8482	0.00218
49-5318	Austin	49	B	0.8482	0.00218
50-5294	Austin	50	B	0.8482	0.00218
50-5296	Austin	50	B	0.8482	0.00218
50-5298	Austin	50	B	0.8482	0.00218
50-5300	Austin	50	B	0.8482	0.00218
50-5302	Austin	50	B	0.8482	0.00218
50-5304	Austin	50	B	0.8482	0.00218

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
51-5588	Stansbury	51	B2	0.8218	0.00212
51-5590	Stansbury	51	B2	0.8218	0.00212
51-5592	Stansbury	51	B1	0.8218	0.00212
51-5594	Stansbury	51	B2	0.8218	0.00212
51-5596	Stansbury	51	B2	0.8218	0.00212
51-5598	Stansbury	51	B1	0.8218	0.00212
51-5600	Stansbury	51	B2	0.8218	0.00212
51-5602	Stansbury	51	B2	0.8218	0.00212
38-5267	Reserve	38	D2	0.9837	0.00253
38-5269	Reserve	38	D2	0.9837	0.00253
38-5271	Reserve	38	D2	0.9837	0.00253
38-5273	Reserve	38	D2	0.9837	0.00253
38-5277	Reserve	38	D2	0.9837	0.00253
38-5279	Reserve	38	D2	0.9837	0.00253
38-5281	Reserve	38	D2	0.9837	0.00253
38-5283	Reserve	38	D2	0.9837	0.00253
39-5629	Franklin	39	--	0.7231	0.00186
39-5631	Franklin	39	--	0.7231	0.00186
39-5633	Franklin	39	--	0.7231	0.00186
39-5635	Franklin	39	--	0.7231	0.00186
39-5637	Franklin	39	--	0.7231	0.00186
39-5639	Franklin	39	--	0.7231	0.00186
40-5258	Wellington	40	--	0.9534	0.00245
40-5260	Wellington	40	--	0.9534	0.00245
40-5262	Wellington	40	--	0.9534	0.00245
40-5264	Wellington	40	--	0.9534	0.00245
40-5266	Wellington	40	--	0.9534	0.00245
40-5268	Wellington	40	--	0.9534	0.00245
40-5270	Wellington	40	--	0.9534	0.00245
40-5272	Wellington	40	--	0.9534	0.00245
41-5628	Franklin	41	--	0.7231	0.00186
41-5630	Franklin	41	--	0.7231	0.00186
41-5632	Franklin	41	--	0.7231	0.00186
41-5634	Franklin	41	--	0.7231	0.00186
41-5636	Franklin	41	--	0.7231	0.00186
41-5638	Franklin	41	--	0.7231	0.00186

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
54-5297	Reserve	54	D2	0.9837	0.00253
54-5299	Reserve	54	D2	0.9837	0.00253
54-5301	Reserve	54	D2	0.9837	0.00253
54-5303	Reserve	54	D2	0.9837	0.00253
54-5307	Reserve	54	D2	0.9837	0.00253
54-5309	Reserve	54	D2	0.9837	0.00253
54-5311	Reserve	54	D2	0.9837	0.00253
54-5313	Reserve	54	D2	0.9837	0.00253
3-5149	Ternbury	3	R	1.3153	0.00339
3-5153	Ternbury	3	R	1.3153	0.00339
3-5157	Ternbury	3	R	1.3153	0.00339
3-5161	Ternbury	3	R	1.3153	0.00339
55-5631	Reserve	55	D2	0.9837	0.00253
55-5633	Reserve	55	D2	0.9837	0.00253
55-5635	Reserve	55	D2	0.9837	0.00253
55-5637	Reserve	55	D2	0.9837	0.00253
56-5310	Austin	56	B	0.8482	0.00218
56-5308	Austin	56	B	0.8482	0.00218
56-5306	Austin	56	B	0.8482	0.00218
56-5304	Austin	56	B	0.8482	0.00218
56-5302	Austin	56	B	0.8482	0.00218
56-5300	Austin	56	B	0.8482	0.00218
56A-5296	Austin	56A	B	0.8482	0.00218
56A-5294	Austin	56A	B	0.8482	0.00218
56A-5290	Austin	56A	B	0.8482	0.00218
56A-5288	Austin	56A	B	0.8482	0.00218
56A-5286	Austin	56A	B	0.8482	0.00218
56A-5284	Austin	56A	B	0.8482	0.00218
57-5636	Reserve	57	D2	0.9837	0.00253
57-5634	Reserve	57	D2	0.9837	0.00253
57-5632	Reserve	57	D2	0.9837	0.00253
57-5630	Reserve	57	D2	0.9837	0.00253
58-5333	Austin	58	B	0.8482	0.00218
58-5335	Austin	58	B	0.8482	0.00218
58-5337	Austin	58	B	0.8482	0.00218
58-5339	Austin	58	B	0.8482	0.00218
58-5341	Austin	58	B	0.8482	0.00218
58-5343	Austin	58	B	0.8482	0.00218

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
59-5349	Austin	59	B	0.8482	0.00218
59-5351	Austin	59	B	0.8482	0.00218
59-5353	Austin	59	B	0.8482	0.00218
59-5355	Austin	59	B	0.8482	0.00218
59-5357	Austin	59	B	0.8482	0.00218
59-5359	Austin	59	B	0.8482	0.00218
60-5601	Reserve	60	D2	0.9837	0.00253
60-5603	Reserve	60	D2	0.9837	0.00253
60-5605	Reserve	60	D2	0.9837	0.00253
60-5607	Reserve	60	D2	0.9837	0.00253
60-5609	Reserve	60	D2	0.9837	0.00253
60-5611	Reserve	60	D2	0.9837	0.00253
67-5546	Stansbury	67	B2	0.8218	0.00212
67-5548	Stansbury	67	B2	0.8218	0.00212
67-5550	Stansbury	67	B1	0.8218	0.00212
67-5552	Stansbury	67	B2	0.8218	0.00212
67-5554	Stansbury	67	B2	0.8218	0.00212
67-5556	Stansbury	67	B1	0.8218	0.00212
67-5558	Stansbury	67	B2	0.8218	0.00212
67-5560	Stansbury	67	B2	0.8218	0.00212
5-5150	Ternbury	5	R	1.3153	0.00339
5-5154	Ternbury	5	R	1.3153	0.00339
5-5158	Ternbury	5	R	1.3153	0.00339
5-5162	Ternbury	5	R	1.3153	0.00339
64-5328	Stansbury	64	B2	0.8218	0.00212
64-5330	Stansbury	64	B1	0.8218	0.00212
64-5332	Stansbury	64	B2	0.8218	0.00212
64-5334	Stansbury	64	B2	0.8218	0.00212
64-5336	Stansbury	64	B1	0.8218	0.00212
64-5338	Stansbury	64	B2	0.8218	0.00212
65-5578	Wellington	65	--	0.9534	0.00245
65-5580	Wellington	65	--	0.9534	0.00245
65-5582	Wellington	65	--	0.9534	0.00245
65-5584	Wellington	65	--	0.9534	0.00245
65-5586	Wellington	65	--	0.9534	0.00245
65-5588	Wellington	65	--	0.9534	0.00245
65-5590	Wellington	65	--	0.9534	0.00245

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
66-5566	Cromwell	66	C	1.2759	0.00328
66-5568	Cromwell	66	C	1.2759	0.00328
66-5570	Cromwell	66	C	1.2759	0.00328
66-5572	Cromwell	66	C	1.2759	0.00328

UNITS ADDED HEREBY:

61-5625	Reserve	61	D2	0.9837	0.00253
61-5627	Reserve	61	D2	0.9837	0.00253
61-5629	Reserve	61	D2	0.9837	0.00253
61-5631	Reserve	61	D2	0.9837	0.00253
61-5633	Reserve	61	D2	0.9837	0.00253
61-5635	Reserve	61	D2	0.9837	0.00253
63-5354	Stansbury	63	B2	0.8218	0.00212
63-5352	Stansbury	63	B1	0.8218	0.00212
63-5350	Stansbury	63	B2	0.8218	0.00212
63-5348	Stansbury	63	B2	0.8218	0.00212
63-5346	Stansbury	63	B1	0.8218	0.00212
63-5344	Stansbury	63	B2	0.8218	0.00212
					1.00

EXHIBIT "F"

THIRTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Ternbury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 213 PAGE 5-11

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10/29/2009 12:55PM BXCONNOR LAND
Robert G. Montgomery
Franklin County Recorder

CORRD 200910290156253

FOURTEENTH AMENDMENT
TO
DECLARATION AND BYLAWS CREATING AND
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
FOR
THE FALLS AT HAYDEN RUN CONDOMINIUM

This Fourteenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 14th day of October, 2009.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium recorded as Instrument 200510260225306 of the records of the Franklin County, Ohio Recorder (the "Declaration") and the Drawings filed in connection therewith recorded at Condominium Plat Book 156, pages 16-52 of the records of the Franklin County, Ohio Recorder ("Drawings").

CERTIFICATE OF AUDITOR

A copy of this Fourteenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Fourteenth Amendment to the Drawings attached thereto, was filed with this office on Oct 29th 2009.

By: Clarence C. Mingo II By:
Auditor, Franklin County, Ohio

TRANSFERRED

OCT 29 2009

AUDITOR
FRANKLIN COUNTY, OHIO

3362073v1

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 recorded as Instrument Number 200603210052558 of the records of the Franklin County, Ohio Recorder ("First Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 163, Pages 70-77 of the records of the Franklin County, Ohio Recorder("First Drawings").

C. The Declaration was further amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Franklin County, Ohio Recorder ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 165, Pages 96-113, of the records of the Franklin County, Ohio Recorder ("Second Drawings").

D. The Declaration was further amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Franklin County, Ohio Recorder ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 168, Pages 28-53, of the records of the Franklin County, Ohio Recorder ("Third Drawings").

E. The Declaration was further amended to add additional Units pursuant to that certain Fourth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 14, 2006 and filed for record as Instrument Number 200608250169152 of the records of the Franklin County, Ohio Recorder ("Fourth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 174, Pages 6-20, of the records of the Franklin County, Ohio Recorder ("Fourth Drawings").

F. The Declaration was further amended to add additional Units pursuant to that certain Fifth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 31, 2006 and filed for record as Instrument Number 200611080224434 of the records of the Franklin County, Ohio Recorder ("Fifth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 178, Pages 37-54, of the records of the Franklin County, Ohio Recorder ("Fifth Drawings").

G. The Declaration was further amended to add additional Units pursuant to that certain Sixth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated December 20, 2006 and filed for record as Instrument Number 200701030001222 of the records of the Franklin County, Ohio Recorder ("Sixth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 180, Pages 68-73, of the records of the Franklin County, Ohio Recorder ("Sixth Drawings").

H. The Declaration was further amended to add additional Units pursuant to that certain Seventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated February 19, 2007 and filed for record as Instrument Number 200703010035542 of the records of the Franklin County, Ohio Recorder ("Seventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 182, Pages 91-117, of the records of the Franklin County, Ohio Recorder ("Seventh Drawings").

I. The Declaration was further amended to add additional Units pursuant to that certain Eighth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 11, 2007 and filed for record as Instrument Number 200705170086364 of the records of the Franklin County, Ohio Recorder ("Eighth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 186, Pages 58-78, of the records of the Franklin County, Ohio Recorder ("Eighth Drawings").

J. The Declaration was further amended to add additional Units pursuant to that certain Ninth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 23, 2007 and filed for record as Instrument Number 200709070158398 of the records of the Franklin County, Ohio Recorder ("Ninth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 191, Pages 60-78, of the records of the Franklin County, Ohio Recorder ("Ninth Drawings").

K. The Declaration was further amended to add additional Units pursuant to that certain Tenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated November 21, 2007 and filed for record as Instrument Number 200712050209341 of the records of the Franklin County, Ohio Recorder ("Tenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 196, Pages 74-97, of the records of the Franklin County, Ohio Recorder ("Tenth Drawings").

L. The Declaration was further amended to add additional Units pursuant to that certain Eleventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 31, 2008 and filed for record as Instrument Number 200804040051234 of the records of the Franklin County, Ohio Recorder ("Eleventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 201, Pages 36-62, of the records of the Franklin County, Ohio Recorder ("Eleventh Drawings").

M. The Declaration was further amended to add additional Units pursuant to that certain Twelfth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 30, 2008 and filed for record as Instrument Number 200806090087843 of the records of the Franklin County, Ohio Recorder ("Twelfth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 203, Pages 62-89, of the records of the Franklin County, Ohio Recorder ("Twelfth Drawings").

N. The Declaration was further amended to add additional Units pursuant to that certain Thirteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 9, 2009 and filed for record as Instrument Number 200903190038762 of the records of the Franklin County, Ohio Recorder ("Thirteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 209, Pages 34-42, of the records of the Franklin County, Ohio Recorder ("Thirteenth Drawings").

O. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant (The Falls at Hayden Run, Ltd.) desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property (hereinafter described) meets all of the criteria and qualifications for addition to the Condominium described in that Article.

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium to be added pursuant to this Amendment, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of approximately 0.503 acres, more or less, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto as "Exhibit B" and is hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto as "Exhibit C" and is hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains one (1) residential building containing six (6) dwelling units, expanding the Condominium to contain a total of four hundred twenty-five (425) dwelling units, each of which is called a "Unit".

The residential building contains three-level (one of which levels is a basement level for some residential buildings) townhouse style dwelling units. Each Unit has a poured concrete lower level (or slab), with J-Cote waterproofing. Further, each Unit consists of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which this residential building is constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall.

Each Unit added hereby has Limited Common Elements, which Limited Common Elements are described in greater detail in Section 7(b) herein below and are shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements which are currently a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Fourteenth Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto as "Exhibit D", and is hereby made a part hereof. The Unit designation of each Unit added hereby and of

each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding (as appropriate) those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, the Second Drawings, the Third Drawings, the Fourth Drawings, the Fifth Drawings, the Sixth Drawings the Seventh Drawings, the Eighth Drawings, the Ninth Drawings, the Tenth Drawings, Eleventh Drawings, Twelfth Drawings and the Thirteenth Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added to the Condominium Property, along with all of the other land and all improvements thereon and appurtenances thereto (except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit) are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements are comprised as follows: (A) front porch or stoop areas for each Unit added and (B) as to the six (6) Units in the Reserve style building, the area between the rear of the Unit and the detached parking garage building, which area may include a stoop/porch area and a concrete patio. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium (as expanded hereby) as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration, adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property. In other words, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 14 day of October, 2009.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, its Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Michael J. DeAscentis II, the Manager of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 14 day of October, 2009.



THOMAS ROBERT BROWNLEE JR
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

_____
Notary Public

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
FOURTEENTH AMENDMENT

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at a southwesterly corner of "The Falls at Hayden Run Condominium Thirteenth Amendment Part 1" of record in Condominium Plat Book 209, Page 34, being on the northerly line of "The Falls at Hayden Run Condominium Twelfth Amendment" of record in Condominium Plat Book 203, Page 62;

thence South 84° 14' 26" West, with the northerly line of said "The Falls at Hayden Run Condominium Twelfth Amendment Part 2", a distance of 155.41 feet to a southeasterly corner of "The Falls at Hayden Run Condominium Thirteenth Amendment Part 2", of record in Condominium Plat Book 209, Page 34;

thence North 05° 45' 39" West, with an easterly line of said "The Falls at Hayden Run Condominium Thirteenth Amendment Part 2", a distance of 141.00 feet to a northeasterly corner thereof;

thence North 84° 14' 21" East, across said 73.476 acre tract, a distance of 155.41 feet to the northwesterly corner of said "The Falls at Hayden Run Condominium Thirteenth Amendment Part 1";

thence South 05° 45' 39" East, with the westerly line of said "The Falls at Hayden Run Condominium Twelfth Amendment", a distance of 141.00 feet to the POINT OF BEGINNING, and containing 0.503 acre of land, more or less, and being out of Auditor's Parcel number 485-273439.

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

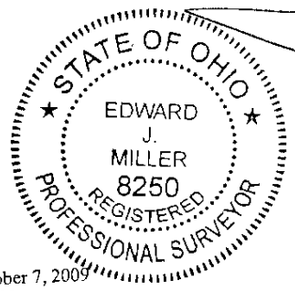
This description is based on an actual field survey performed in October of 2004.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

10/12/09



Edward J. Miller
Registered Surveyor No. 8250

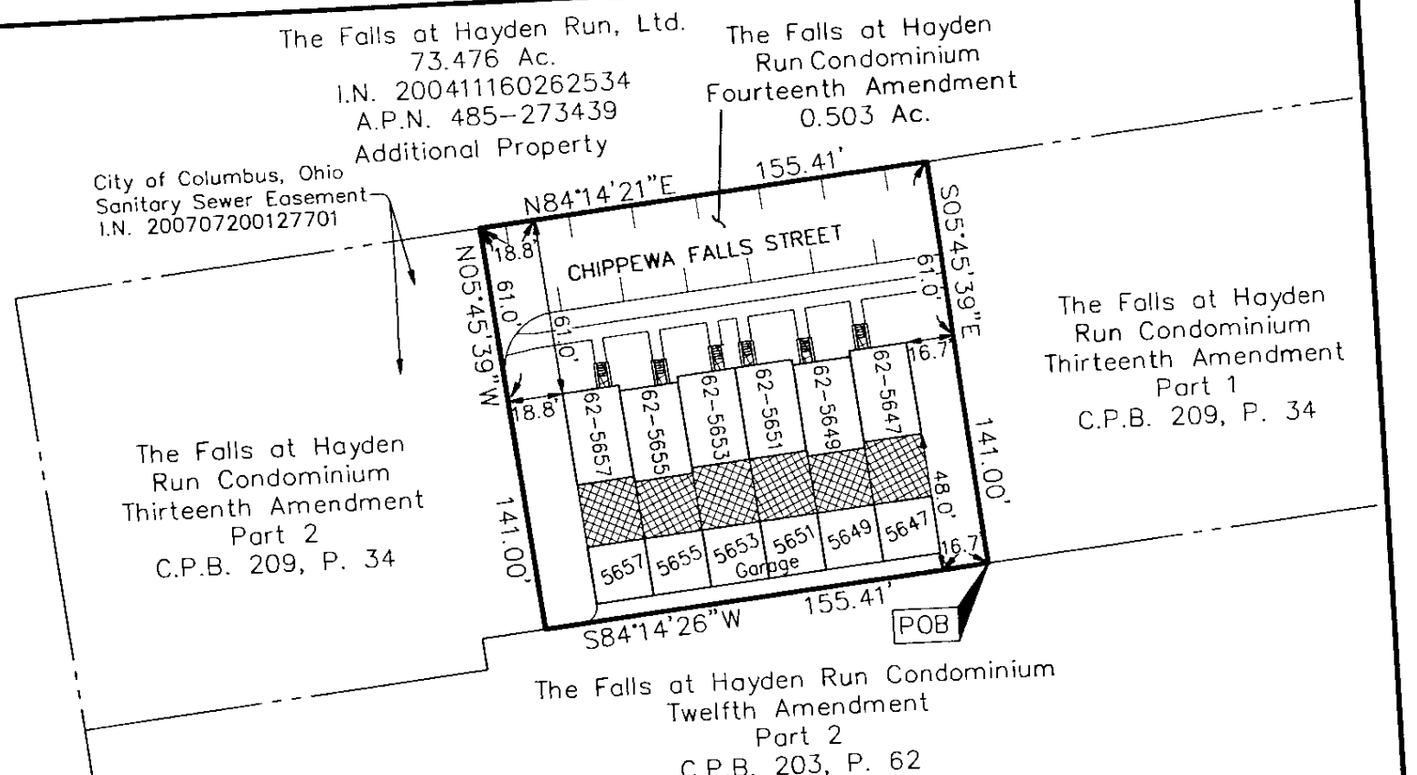
EJM: tb/ October 7, 2009
0_503 ac 91327

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

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EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
FOURTEENTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date:	October 7, 2009
Scale:	1" = 60'
Job No:	2009-1327



LEGEND

Areas not designated as units or limited common elements are common elements.

= Limited Common Element

62-5647 = Unit Designation

- = Stone Found
- = Monument Found
- = Iron Pin Faund
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

60' 0 60' 120'

GRAPHIC SCALE (IN FEET)

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, hoving a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

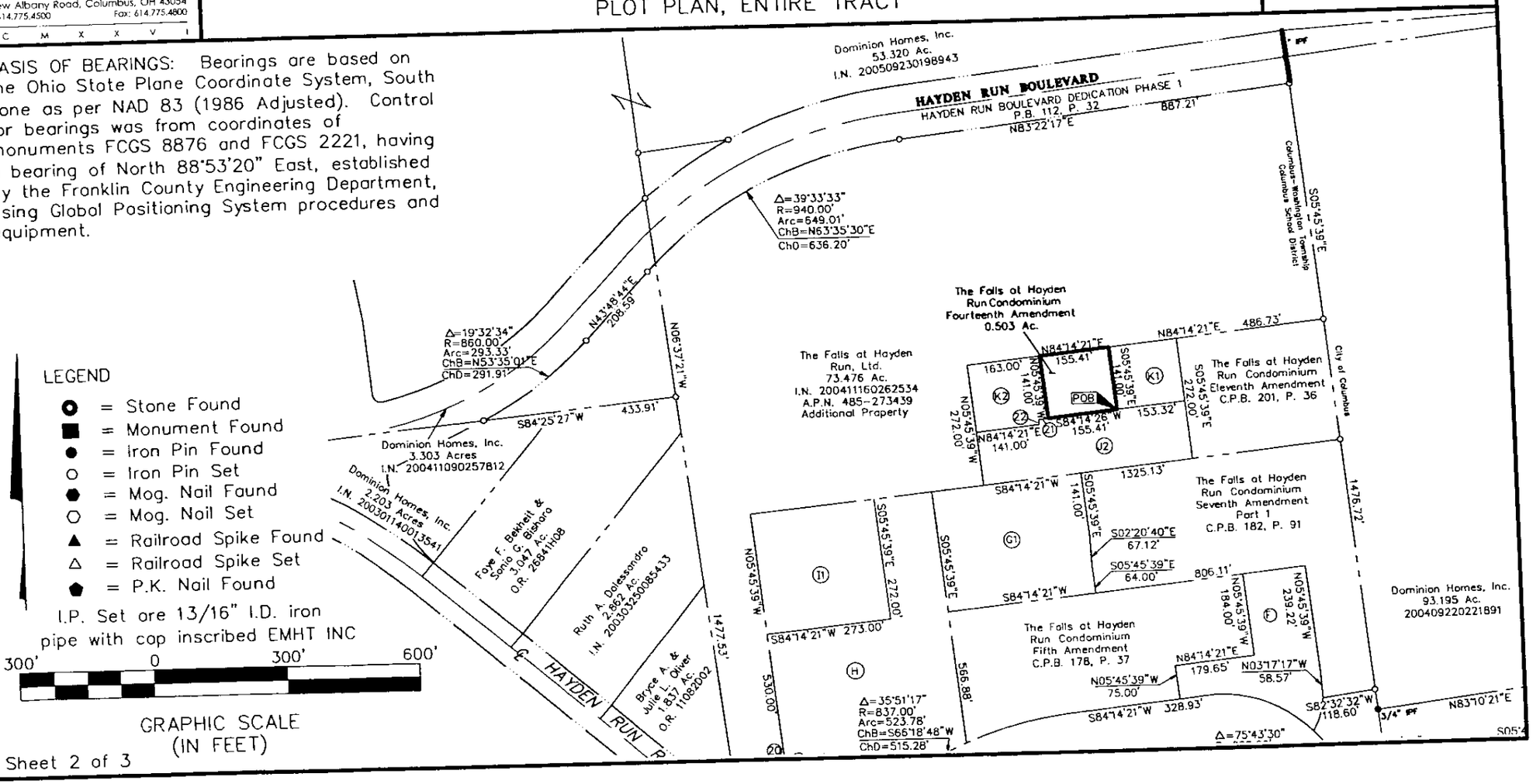
I:\CAD\2009\PROJECTS\2009-1327\2009-1327DECL\2009-1327DECL-CONDEX B (LANDSCAPE) - 2 UNITS, BLDG 65, 70,5 UNITS - LAST SAVED BY TBAUTER (10/7/2009 10:51:05 AM) - PLOTTED BY TBAUTER (10/7/2009 10:52:26 AM)

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FOURTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: October 7, 2009
Scale: 1" = 300'
Job No: 2009-1327

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



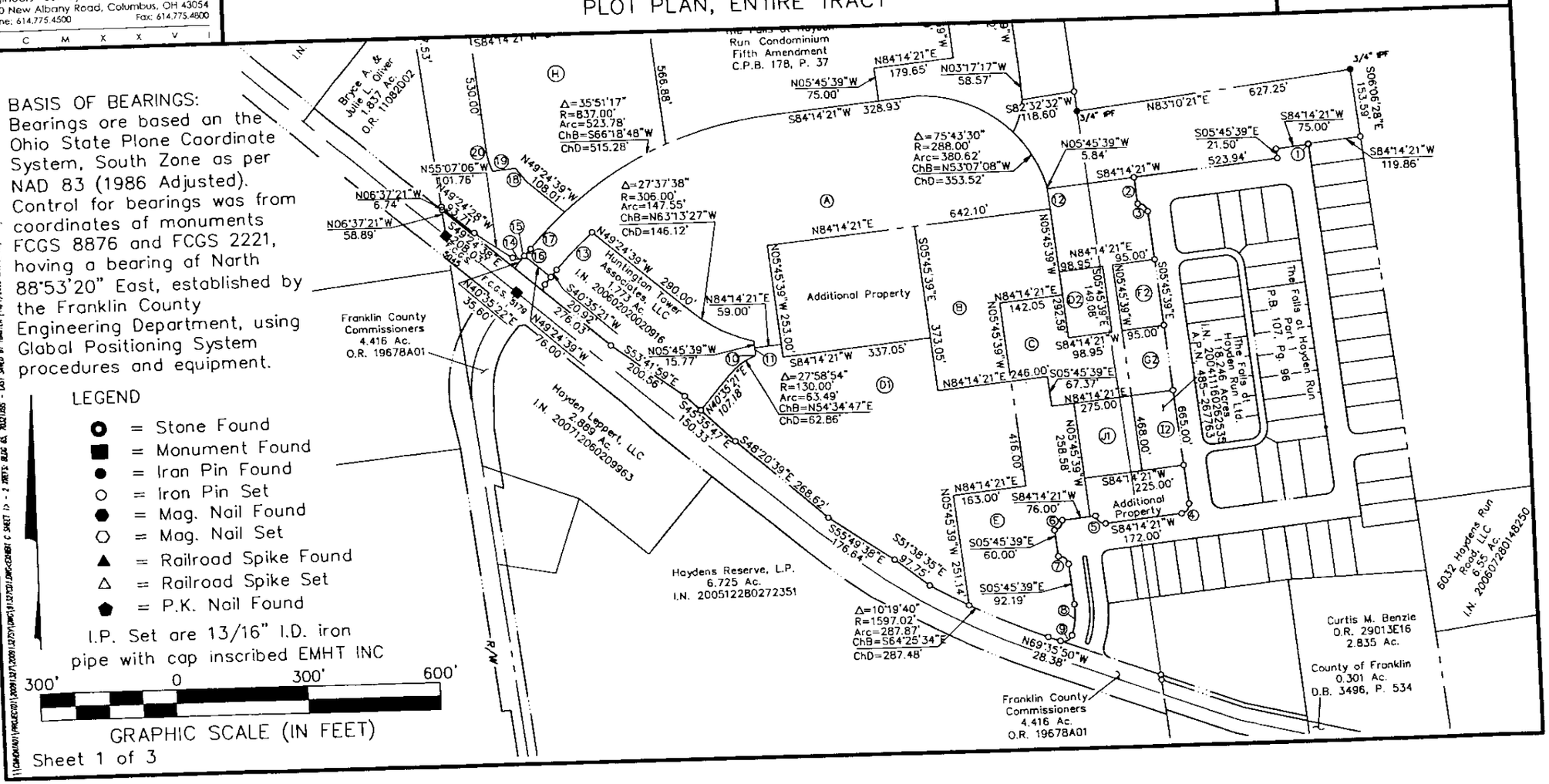
EMH&T
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Phone: 614.775.4500 Fax: 614.775.4800

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EXHIBIT "C"

FALLS AT HAYDEN RUN CONDOMINIUM
FOURTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: October 7, 2009
Scale: 1" = 300'
Job No: 2009-1327



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5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FOURTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: October 7, 2009
Scale: 1" = 100'
Job No: 2009-1327

① N05°45'39"W
1.71'

② S05°45'39"E
60.00'

③ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

④ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑤ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=N50°45'39"W
ChD=28.28'

⑥ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S39°14'21"W
ChD=28.28'

⑦ Δ=90°00'00"
R=20.00'
Arc=31.42'
ChB=S50°45'39"E
ChD=28.28'

⑧ Δ=24°58'05"
R=162.00'
Arc=70.60'
ChB=S06°43'22"W
ChD=70.04'

⑨ Δ=91°11'49"
R=20.00'
Arc=31.83'
ChB=S64°48'57"W
ChD=28.58'

⑩ Δ=74°19'53"
R=7.00'
Arc=9.08'
ChB=N31°24'18"E
ChD=8.46'

⑪ N05°45'39"W
12.51'

⑫ N05°45'39"W
46.00'

⑬ Δ=08°47'38"
R=762.00'
Arc=116.95'
ChB=S44°59'10"W
ChD=116.84'

⑭ Δ=84°17'33"
R=20.00'
Arc=29.42'
ChB=S82°44'07"W
ChD=26.84'

⑮ S40°35'21"W
0.99'

⑯ N43°18'47"E
20.94'

⑰ Δ=07°47'43"
R=837.00'
Arc=113.88'
ChB=N44°29'30"E
ChD=113.79'

⑱ N37°27'28"W
39.91'

⑲ S84°14'21"W
52.71'

⑳ Δ=16°37'34"
R=166.00'
Arc=48.17'
ChB=N14°04'25"W
ChD=48.00'

㉑ N84°14'26"E
22.00'

㉒ N05°45'39"W
11.00'

Ⓐ The Falls at Hayden Run Condominium C.P.B. 156, P. 16

Ⓑ The Falls at Hayden Run Condominium First Amendment C.P.B. 163, P. 70

Ⓒ The Falls at Hayden Run Condominium Second Amendment C.P.B. 165, P. 96

Ⓓ1 The Falls at Hayden Run Condominium Third Amendment Part 1 C.P.B. 168, P. 28

Ⓓ2 The Falls at Hayden Run Condominium Third Amendment Part 2 C.P.B. 168, P. 28

Ⓔ The Falls at Hayden Run Condominium Fourth Amendment C.P.B. 174, P. 6

Ⓕ1 The Falls at Hayden Run Condominium Sixth Amendment C.P.B. 180, P. 68

Ⓕ2 The Falls at Hayden Run Condominium Seventh Amendment Part 2 C.P.B. 182, P. 91

Ⓖ1 The Falls at Hayden Run Condominium Eighth Amendment Part 1 C.P.B. 186, P. 58

Ⓖ2 The Falls at Hayden Run Condominium Eighth Amendment Part 2 C.P.B. 186, P. 58

Ⓗ The Falls at Hayden Run Condominium Ninth Amendment C.P.B. 191, P. 60

Ⓘ1 The Falls at Hayden Run Condominium Tenth Amendment Part 1 C.P.B. 196, P. 74

Ⓘ2 The Falls at Hayden Run Condominium Tenth Amendment Part 2 C.P.B. 196, P. 74

Ⓙ1 The Falls at Hayden Run Condominium Twelfth Amendment C.P.B. 203, P. 62

Ⓙ2 The Falls at Hayden Run Condominium Twelfth Amendment C.P.B. 203, P. 62

Ⓚ1 The Falls at Hayden Run Condominium Thirteenth Amendment Part 1 C.P.B. 209, p. 34

Ⓚ2 The Falls at Hayden Run Condominium Thirteenth Amendment Part 2 C.P.B. 209, p. 34

I:\CAD\LAST\PROJECTS\2009\1327\2009132703\DWG\132703-EXHIBIT C-MASTER.DWG - 2 JAMES BLDG XL 7X22.DWG - LAST SAVED BY TRAUTER (10/7/2009 8:45:51 AM) - PLOTTED BY TRAUTER (10/7/2009 8:50:51 AM)

EXHIBIT "D"

FOURTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

FOURTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00183
17-5539	Franklin	17	--	0.7231	0.00183
17-5541	Franklin	17	--	0.7231	0.00183
17-5543	Franklin	17	--	0.7231	0.00183
17-5545	Franklin	17	--	0.7231	0.00183
17-5547	Franklin	17	--	0.7231	0.00183
17-5549	Franklin	17	--	0.7231	0.00183
17-5551	Franklin	17	--	0.7231	0.00183
18-5561	Wellington	18	--	0.9534	0.00242
18-5563	Wellington	18	--	0.9534	0.00242
18-5565	Wellington	18	--	0.9534	0.00242
18-5567	Wellington	18	--	0.9534	0.00242
18-5569	Wellington	18	--	0.9534	0.00242
18-5571	Wellington	18	--	0.9534	0.00242
18-5573	Wellington	18	--	0.9534	0.00242
19-5581	Stansbury	19	B2	0.8218	0.00208
19-5583	Stansbury	19	B2	0.8218	0.00208
19-5585	Stansbury	19	B1	0.8218	0.00208
19-5587	Stansbury	19	B2	0.8218	0.00208
19-5589	Stansbury	19	B2	0.8218	0.00208
19-5591	Stansbury	19	B1	0.8218	0.00208
19-5593	Stansbury	19	B2	0.8218	0.00208
19-5595	Stansbury	19	B2	0.8218	0.00208
20-5602	Cromwell	20	C	1.2759	0.00323
20-5606	Cromwell	20	C	1.2759	0.00323
20-5610	Cromwell	20	C	1.2759	0.00323
20-5614	Cromwell	20	C	1.2759	0.00323
21-5582	Wellington	21	--	0.9534	0.00242
21-5584	Wellington	21	--	0.9534	0.00242
21-5586	Wellington	21	--	0.9534	0.00242
21-5588	Wellington	21	--	0.9534	0.00242
21-5590	Wellington	21	--	0.9534	0.00242
21-5592	Wellington	21	--	0.9534	0.00242
21-5594	Wellington	21	--	0.9534	0.00242

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00208
22-5562	Stansbury	22	B2	0.8218	0.00208
22-5564	Stansbury	22	B1	0.8218	0.00208
22-5566	Stansbury	22	B2	0.8218	0.00208
22-5568	Stansbury	22	B2	0.8218	0.00208
22-5570	Stansbury	22	B1	0.8218	0.00208
22-5572	Stansbury	22	B2	0.8218	0.00208
22-5574	Stansbury	22	B2	0.8218	0.00208
23-5603	Reserve	23	D2	0.9837	0.00249
23-5605	Reserve	23	D2	0.9837	0.00249
23-5607	Reserve	23	D2	0.9837	0.00249
23-5609	Reserve	23	D2	0.9837	0.00249
24-5625	Austin	24	B	0.8482	0.00215
24-5627	Austin	24	B	0.8482	0.00215
24-5629	Austin	24	B	0.8482	0.00215
24-5631	Austin	24	B	0.8482	0.00215
24-5633	Austin	24	B	0.8482	0.00215
24-5635	Austin	24	B	0.8482	0.00215
7-5535	Reserve	7	D2	0.9837	0.00249
7-5537	Reserve	7	D2	0.9837	0.00249
7-5539	Reserve	7	D2	0.9837	0.00249
7-5541	Reserve	7	D2	0.9837	0.00249
7-5543	Reserve	7	D2	0.9837	0.00249
7-5545	Reserve	7	D2	0.9837	0.00249
7-5547	Reserve	7	D2	0.9837	0.00249
7-5549	Reserve	7	D2	0.9837	0.00249
12-5190	Austin	12	B	0.8482	0.00215
12-5188	Austin	12	B	0.8482	0.00215
12-5186	Austin	12	B	0.8482	0.00215
12-5184	Austin	12	B	0.8482	0.00215
12-5182	Austin	12	B	0.8482	0.00215
12-5180	Austin	12	B	0.8482	0.00215
12-5178	Austin	12	B	0.8482	0.00215
12-5176	Austin	12	B	0.8482	0.00215
5A-5182	Ternbury	5A	R	1.3153	0.00333
5A-5178	Ternbury	5A	R	1.3153	0.00333
5A-5174	Ternbury	5A	R	1.3153	0.00333
5A-5170	Ternbury	5A	R	1.3153	0.00333

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00249
1-5513	Reserve	1	D2	0.9837	0.00249
1-5515	Reserve	1	D2	0.9837	0.00249
1-5517	Reserve	1	D2	0.9837	0.00249
1-5519	Reserve	1	D2	0.9837	0.00249
1-5521	Reserve	1	D2	0.9837	0.00249
1-5523	Reserve	1	D2	0.9837	0.00249
1-5525	Reserve	1	D2	0.9837	0.00249
8-5177	Cromwell	8	C	1.2759	0.00323
8-5181	Cromwell	8	C	1.2759	0.00323
8-5185	Cromwell	8	C+	1.3285	0.00342
8-5189	Cromwell	8	C	1.2759	0.00323
8-5193	Cromwell	8	C	1.2759	0.00323
6-5202	Ternbury	6	R	1.3153	0.00333
6-5198	Ternbury	6	R	1.3153	0.00333
6-5194	Ternbury	6	R	1.3153	0.00333
6-5190	Ternbury	6	R	1.3153	0.00333
11-5168	Reserve	11	D2	0.9837	0.00249
11-5166	Reserve	11	D2	0.9837	0.00249
11-5164	Reserve	11	D2	0.9837	0.00249
11-5162	Reserve	11	D2	0.9837	0.00249
11-5160	Reserve	11	D2	0.9837	0.00249
11-5158	Reserve	11	D2	0.9837	0.00249
11-5156	Reserve	11	D2	0.9837	0.00249
11-5154	Reserve	11	D2	0.9837	0.00249
11-5152	Reserve	11	D2	0.9837	0.00249
13-5557	Wellington	13	--	0.9534	0.00242
13-5559	Wellington	13	--	0.9534	0.00242
13-5561	Wellington	13	--	0.9534	0.00242
13-5563	Wellington	13	--	0.9534	0.00242
13-5565	Wellington	13	--	0.9534	0.00242
13-5567	Wellington	13	--	0.9534	0.00242
13-5569	Wellington	13	--	0.9534	0.00242
14-5155	Franklin	14	--	0.7231	0.00183
14-5157	Franklin	14	--	0.7231	0.00183
14-5159	Franklin	14	--	0.7231	0.00183
14-5161	Franklin	14	--	0.7231	0.00183
14-5163	Franklin	14	--	0.7231	0.00183
14-5165	Franklin	14	--	0.7231	0.00183
14-5167	Franklin	14	--	0.7231	0.00183
14-5169	Franklin	14	--	0.7231	0.00183
14-5171	Franklin	14	--	0.7231	0.00183
14-5173	Franklin	14	--	0.7231	0.00183

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
15-5577	Stansbury	15	B2	0.8218	0.00208
15-5579	Stansbury	15	B2	0.8218	0.00208
15-5581	Stansbury	15	B1	0.8218	0.00208
15-5583	Stansbury	15	B2	0.8218	0.00208
15-5585	Stansbury	15	B2	0.8218	0.00208
15-5587	Stansbury	15	B1	0.8218	0.00208
15-5589	Stansbury	15	B2	0.8218	0.00208
15-5591	Stansbury	15	B2	0.8218	0.00208
16-5147	Burke	16	--	0.9666	0.00245
16-5143	Burke	16	--	0.9666	0.00245
16-5139	Burke	16	--	0.9666	0.00245
16-5135	Burke	16	--	0.9666	0.00245
9-5151	Cromwell	9	C	1.2759	0.00323
9-5155	Cromwell	9	C	1.2759	0.00323
9-5159	Cromwell	9	C	1.2759	0.00323
9-5163	Cromwell	9	C	1.2759	0.00323
9-5167	Cromwell	9	C	1.2759	0.00323
9-5169	Cromwell	9	C	1.2759	0.00323
10-5544	Reserve	10	D2	0.9837	0.00249
10-5542	Reserve	10	D2	0.9837	0.00249
10-5540	Reserve	10	D2	0.9837	0.00249
10-5538	Reserve	10	D2	0.9837	0.00249
10-5536	Reserve	10	D2	0.9837	0.00249
10-5534	Reserve	10	D2	0.9837	0.00249
10-5532	Reserve	10	D2	0.9837	0.00249
10-5530	Reserve	10	D2	0.9837	0.00249
30-5545	Reserve	30	D2	0.9837	0.00249
30-5547	Reserve	30	D2	0.9837	0.00249
30-5549	Reserve	30	D2	0.9837	0.00249
30-5551	Reserve	30	D2	0.9837	0.00249
30-5553	Reserve	30	D2	0.9837	0.00249
30-5555	Reserve	30	D2	0.9837	0.00249
31-5567	Reserve	31	D2	0.9837	0.00249
31-5569	Reserve	31	D2	0.9837	0.00249
31-5571	Reserve	31	D2	0.9837	0.00249
31-5573	Reserve	31	D2	0.9837	0.00249
31-5575	Reserve	31	D2	0.9837	0.00249
31-5577	Reserve	31	D2	0.9837	0.00249

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
32-5589	Reserve	32	D2	0.9837	0.00249
32-5591	Reserve	32	D2	0.9837	0.00249
32-5593	Reserve	32	D2	0.9837	0.00249
32-5595	Reserve	32	D2	0.9837	0.00249
32-5597	Reserve	32	D2	0.9837	0.00249
32-5599	Reserve	32	D2	0.9837	0.00249
33-5288	Austin	33	B	0.8482	0.00215
33-5286	Austin	33	B	0.8482	0.00215
33-5284	Austin	33	B	0.8482	0.00215
33-5282	Austin	33	B	0.8482	0.00215
33-5280	Austin	33	B	0.8482	0.00215
33-5278	Austin	33	B	0.8482	0.00215
34-5274	Austin	34	B	0.8482	0.00215
34-5272	Austin	34	B	0.8482	0.00215
34-5270	Austin	34	B	0.8482	0.00215
34-5268	Austin	34	B	0.8482	0.00215
34-5266	Austin	34	B	0.8482	0.00215
34-5264	Austin	34	B	0.8482	0.00215
35-5600	Wellington	35	--	0.9534	0.00242
35-5598	Wellington	35	--	0.9534	0.00242
35-5596	Wellington	35	--	0.9534	0.00242
35-5594	Wellington	35	--	0.9534	0.00242
35-5592	Wellington	35	--	0.9534	0.00242
35-5590	Wellington	35	--	0.9534	0.00242
35-5588	Wellington	35	--	0.9534	0.00242
36-5578	Stansbury	36	B2	0.8218	0.00208
36-5576	Stansbury	36	B2	0.8218	0.00208
36-5574	Stansbury	36	B1	0.8218	0.00208
36-5572	Stansbury	36	B2	0.8218	0.00208
36-5570	Stansbury	36	B2	0.8218	0.00208
36-5568	Stansbury	36	B1	0.8218	0.00208
36-5566	Stansbury	36	B2	0.8218	0.00208
36-5564	Stansbury	36	B2	0.8218	0.00208
28-5255	Austin	28	B	0.8482	0.00215
28-5257	Austin	28	B	0.8482	0.00215
28-5259	Austin	28	B	0.8482	0.00215
28-5261	Austin	28	B	0.8482	0.00215
28-5263	Austin	28	B	0.8482	0.00215
28-5265	Austin	28	B	0.8482	0.00215

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
29-5269	Austin	29	B	0.8482	0.00215
29-5271	Austin	29	B	0.8482	0.00215
29-5273	Austin	29	B	0.8482	0.00215
29-5275	Austin	29	B	0.8482	0.00215
29-5277	Austin	29	B	0.8482	0.00215
29-5279	Austin	29	B	0.8482	0.00215
37-5554	Wellington	37	--	0.9534	0.00242
37-5552	Wellington	37	--	0.9534	0.00242
37-5550	Wellington	37	--	0.9534	0.00242
37-5548	Wellington	37	--	0.9534	0.00242
37-5546	Wellington	37	--	0.9534	0.00242
37-5544	Wellington	37	--	0.9534	0.00242
37-5542	Wellington	37	--	0.9534	0.00242
2-5189	Ternbury	2	R	1.3153	0.00333
2-5193	Ternbury	2	R	1.3153	0.00333
2-5197	Ternbury	2	R	1.3153	0.00333
2-5201	Ternbury	2	R	1.3153	0.00333
25-5272	Franklin	25	--	0.7231	0.00183
25-5270	Franklin	25	--	0.7231	0.00183
25-5268	Franklin	25	--	0.7231	0.00183
25-5266	Franklin	25	--	0.7231	0.00183
25-5264	Franklin	25	--	0.7231	0.00183
25-5262	Franklin	25	--	0.7231	0.00183
25-5260	Franklin	25	--	0.7231	0.00183
25-5258	Franklin	25	--	0.7231	0.00183
26-5292	Stansbury	26	B2	0.8218	0.00208
26-5290	Stansbury	26	B2	0.8218	0.00208
26-5288	Stansbury	26	B1	0.8218	0.00208
26-5286	Stansbury	26	B2	0.8218	0.00208
26-5284	Stansbury	26	B2	0.8218	0.00208
26-5282	Stansbury	26	B1	0.8218	0.00208
26-5280	Stansbury	26	B2	0.8218	0.00208
26-5278	Stansbury	26	B2	0.8218	0.00208
27-5312	Franklin	27	--	0.7231	0.00183
27-5310	Franklin	27	--	0.7231	0.00183
27-5308	Franklin	27	--	0.7231	0.00183
27-5306	Franklin	27	--	0.7231	0.00183
27-5304	Franklin	27	--	0.7231	0.00183
27-5302	Franklin	27	--	0.7231	0.00183
27-5300	Franklin	27	--	0.7231	0.00183
27-5298	Franklin	27	--	0.7231	0.00183

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
45-5293	Reserve	45	D2	0.9837	0.00249
45-5295	Reserve	45	D2	0.9837	0.00249
45-5297	Reserve	45	D2	0.9837	0.00249
45-5299	Reserve	45	D2	0.9837	0.00249
45-5301	Reserve	45	D2	0.9837	0.00249
45-5303	Reserve	45	D2	0.9837	0.00249
45-5305	Reserve	45	D2	0.9837	0.00249
45-5307	Reserve	45	D2	0.9837	0.00249
46-5547	Reserve	46	D2	0.9837	0.00249
46-5549	Reserve	46	D2	0.9837	0.00249
46-5551	Reserve	46	D2	0.9837	0.00249
46-5553	Reserve	46	D2	0.9837	0.00249
46-5555	Reserve	46	D2	0.9837	0.00249
46-5557	Reserve	46	D2	0.9837	0.00249
47-5567	Austin	47	B	0.8482	0.00215
47-5569	Austin	47	B	0.8482	0.00215
47-5571	Austin	47	B	0.8482	0.00215
47-5573	Austin	47	B	0.8482	0.00215
47-5575	Austin	47	B	0.8482	0.00215
47-5577	Austin	47	B	0.8482	0.00215
47-5579	Austin	47	B	0.8482	0.00215
47-5581	Austin	47	B	0.8482	0.00215
52-5578	Wellington	52	--	0.9534	0.00242
52-5576	Wellington	52	--	0.9534	0.00242
52-5574	Wellington	52	--	0.9534	0.00242
52-5572	Wellington	52	--	0.9534	0.00242
52-5570	Wellington	52	--	0.9534	0.00242
52-5568	Wellington	52	--	0.9534	0.00242
52-5566	Wellington	52	--	0.9534	0.00242
53-5556	Stansbury	53	B2	0.8218	0.00208
53-5554	Stansbury	53	B2	0.8218	0.00208
53-5552	Stansbury	53	B1	0.8218	0.00208
53-5550	Stansbury	53	B2	0.8218	0.00208
53-5548	Stansbury	53	B2	0.8218	0.00208
53-5546	Stansbury	53	B1	0.8218	0.00208
53-5544	Stansbury	53	B2	0.8218	0.00208
53-5542	Stansbury	53	B2	0.8218	0.00208
2A-5169	Ternbury	2A	R	1.3153	0.00333
2A-5173	Ternbury	2A	R	1.3153	0.00333
2A-5177	Ternbury	2A	R	1.3153	0.00333
2A-5181	Ternbury	2A	R	1.3153	0.00333

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
48-5591	Reserve	48	D2	0.9837	0.00249
48-5593	Reserve	48	D2	0.9837	0.00249
48-5595	Reserve	48	D2	0.9837	0.00249
48-5597	Reserve	48	D2	0.9837	0.00249
48-5599	Reserve	48	D2	0.9837	0.00249
48-5601	Reserve	48	D2	0.9837	0.00249
49-5308	Austin	49	B	0.8482	0.00215
49-5310	Austin	49	B	0.8482	0.00215
49-5312	Austin	49	B	0.8482	0.00215
49-5314	Austin	49	B	0.8482	0.00215
49-5316	Austin	49	B	0.8482	0.00215
49-5318	Austin	49	B	0.8482	0.00215
50-5294	Austin	50	B	0.8482	0.00215
50-5296	Austin	50	B	0.8482	0.00215
50-5298	Austin	50	B	0.8482	0.00215
50-5300	Austin	50	B	0.8482	0.00215
50-5302	Austin	50	B	0.8482	0.00215
50-5304	Austin	50	B	0.8482	0.00215
51-5588	Stansbury	51	B2	0.8218	0.00208
51-5590	Stansbury	51	B2	0.8218	0.00208
51-5592	Stansbury	51	B1	0.8218	0.00208
51-5594	Stansbury	51	B2	0.8218	0.00208
51-5596	Stansbury	51	B2	0.8218	0.00208
51-5598	Stansbury	51	B1	0.8218	0.00208
51-5600	Stansbury	51	B2	0.8218	0.00208
51-5602	Stansbury	51	B2	0.8218	0.00208
38-5267	Reserve	38	D2	0.9837	0.00249
38-5269	Reserve	38	D2	0.9837	0.00249
38-5271	Reserve	38	D2	0.9837	0.00249
38-5273	Reserve	38	D2	0.9837	0.00249
38-5277	Reserve	38	D2	0.9837	0.00249
38-5279	Reserve	38	D2	0.9837	0.00249
38-5281	Reserve	38	D2	0.9837	0.00249
38-5283	Reserve	38	D2	0.9837	0.00249
39-5629	Franklin	39	--	0.7231	0.00183
39-5631	Franklin	39	--	0.7231	0.00183
39-5633	Franklin	39	--	0.7231	0.00183
39-5635	Franklin	39	--	0.7231	0.00183
39-5637	Franklin	39	--	0.7231	0.00183
39-5639	Franklin	39	--	0.7231	0.00183

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
40-5258	Wellington	40	--	0.9534	0.00242
40-5260	Wellington	40	--	0.9534	0.00242
40-5262	Wellington	40	--	0.9534	0.00242
40-5264	Wellington	40	--	0.9534	0.00242
40-5266	Wellington	40	--	0.9534	0.00242
40-5268	Wellington	40	--	0.9534	0.00242
40-5270	Wellington	40	--	0.9534	0.00242
40-5272	Wellington	40	--	0.9534	0.00242
41-5628	Franklin	41	--	0.7231	0.00183
41-5630	Franklin	41	--	0.7231	0.00183
41-5632	Franklin	41	--	0.7231	0.00183
41-5634	Franklin	41	--	0.7231	0.00183
41-5636	Franklin	41	--	0.7231	0.00183
41-5638	Franklin	41	--	0.7231	0.00183
54-5297	Reserve	54	D2	0.9837	0.00249
54-5299	Reserve	54	D2	0.9837	0.00249
54-5301	Reserve	54	D2	0.9837	0.00249
54-5303	Reserve	54	D2	0.9837	0.00249
54-5307	Reserve	54	D2	0.9837	0.00249
54-5309	Reserve	54	D2	0.9837	0.00249
54-5311	Reserve	54	D2	0.9837	0.00249
54-5313	Reserve	54	D2	0.9837	0.00249
3-5149	Ternbury	3	R	1.3153	0.00333
3-5153	Ternbury	3	R	1.3153	0.00333
3-5157	Ternbury	3	R	1.3153	0.00333
3-5161	Ternbury	3	R	1.3153	0.00333
55-5631	Reserve	55	D2	0.9837	0.00249
55-5633	Reserve	55	D2	0.9837	0.00249
55-5635	Reserve	55	D2	0.9837	0.00249
55-5637	Reserve	55	D2	0.9837	0.00249
56-5310	Austin	56	B	0.8482	0.00215
56-5308	Austin	56	B	0.8482	0.00215
56-5306	Austin	56	B	0.8482	0.00215
56-5304	Austin	56	B	0.8482	0.00215
56-5302	Austin	56	B	0.8482	0.00215
56-5300	Austin	56	B	0.8482	0.00215
56A-5296	Austin	56A	B	0.8482	0.00215
56A-5294	Austin	56A	B	0.8482	0.00215
56A-5290	Austin	56A	B	0.8482	0.00215
56A-5288	Austin	56A	B	0.8482	0.00215
56A-5286	Austin	56A	B	0.8482	0.00215
56A-5284	Austin	56A	B	0.8482	0.00215

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
57-5636	Reserve	57	D2	0.9837	0.00249
57-5634	Reserve	57	D2	0.9837	0.00249
57-5632	Reserve	57	D2	0.9837	0.00249
57-5630	Reserve	57	D2	0.9837	0.00249
58-5333	Austin	58	B	0.8482	0.00215
58-5335	Austin	58	B	0.8482	0.00215
58-5337	Austin	58	B	0.8482	0.00215
58-5339	Austin	58	B	0.8482	0.00215
58-5341	Austin	58	B	0.8482	0.00215
58-5343	Austin	58	B	0.8482	0.00215
59-5349	Austin	59	B	0.8482	0.00215
59-5351	Austin	59	B	0.8482	0.00215
59-5353	Austin	59	B	0.8482	0.00215
59-5355	Austin	59	B	0.8482	0.00215
59-5357	Austin	59	B	0.8482	0.00215
59-5359	Austin	59	B	0.8482	0.00215
60-5601	Reserve	60	D2	0.9837	0.00249
60-5603	Reserve	60	D2	0.9837	0.00249
60-5605	Reserve	60	D2	0.9837	0.00249
60-5607	Reserve	60	D2	0.9837	0.00249
60-5609	Reserve	60	D2	0.9837	0.00249
60-5611	Reserve	60	D2	0.9837	0.00249
67-5546	Stansbury	67	B2	0.8218	0.00208
67-5548	Stansbury	67	B2	0.8218	0.00208
67-5550	Stansbury	67	B1	0.8218	0.00208
67-5552	Stansbury	67	B2	0.8218	0.00208
67-5554	Stansbury	67	B2	0.8218	0.00208
67-5556	Stansbury	67	B1	0.8218	0.00208
67-5558	Stansbury	67	B2	0.8218	0.00208
67-5560	Stansbury	67	B2	0.8218	0.00208
5-5150	Ternbury	5	R	1.3153	0.00333
5-5154	Ternbury	5	R	1.3153	0.00333
5-5158	Ternbury	5	R	1.3153	0.00333
5-5162	Ternbury	5	R	1.3153	0.00333
64-5328	Stansbury	64	B2	0.8218	0.00208
64-5330	Stansbury	64	B1	0.8218	0.00208
64-5332	Stansbury	64	B2	0.8218	0.00208
64-5334	Stansbury	64	B2	0.8218	0.00208
64-5336	Stansbury	64	B1	0.8218	0.00208
64-5338	Stansbury	64	B2	0.8218	0.00208

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
65-5578	Wellington	65	--	0.9534	0.00242
65-5580	Wellington	65	--	0.9534	0.00242
65-5582	Wellington	65	--	0.9534	0.00242
65-5584	Wellington	65	--	0.9534	0.00242
65-5586	Wellington	65	--	0.9534	0.00242
65-5588	Wellington	65	--	0.9534	0.00242
65-5590	Wellington	65	--	0.9534	0.00242
66-5566	Cromwell	66	C	1.2759	0.00323
66-5568	Cromwell	66	C	1.2759	0.00323
66-5570	Cromwell	66	C	1.2759	0.00323
66-5572	Cromwell	66	C	1.2759	0.00323
61-5625	Reserve	61	D2	0.9837	0.00249
61-5627	Reserve	61	D2	0.9837	0.00249
61-5629	Reserve	61	D2	0.9837	0.00249
61-5631	Reserve	61	D2	0.9837	0.00249
61-5633	Reserve	61	D2	0.9837	0.00249
61-5635	Reserve	61	D2	0.9837	0.00249
63-5354	Stansbury	63	B2	0.8218	0.00208
63-5352	Stansbury	63	B1	0.8218	0.00208
63-5350	Stansbury	63	B2	0.8218	0.00208
63-5348	Stansbury	63	B2	0.8218	0.00208
63-5346	Stansbury	63	B1	0.8218	0.00208
63-5344	Stansbury	63	B2	0.8218	0.00208
UNITS ADDED HEREBY:					
62-5647	Reserve	62	D2	0.9837	0.00249
62-5649	Reserve	62	D2	0.9837	0.00249
62-5651	Reserve	62	D2	0.9837	0.00249
62-5653	Reserve	62	D2	0.9837	0.00249
62-5655	Reserve	62	D2	0.9837	0.00249
62-5657	Reserve	62	D2	0.9837	0.00249
					1.00

EXHIBIT "F"

FOURTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Ternbury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 216 PAGE 1-28

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Robert G. Montgomery
Franklin County Recorder

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FIFTEENTH AMENDMENT
TO
DECLARATION AND BYLAWS CREATING AND
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
FOR
THE FALLS AT HAYDEN RUN CONDOMINIUM

This Fifteenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 5th day of April, 2010.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium recorded as Instrument 200510260225306 of the records of the Franklin County, Ohio Recorder (the "Declaration") and the Drawings filed in connection therewith recorded at Condominium Plat Book 156, pages 16-52 of the records of the Franklin County, Ohio Recorder ("Drawings").

CERTIFICATE OF AUDITOR

A copy of this Fifteenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Fifteenth Amendment to the Drawings attached thereto, was filed with this office on April 13th, 2010.

By Clarence C. Mingo II By:
Auditor, Franklin County, Ohio
Shanna Smith

TRANSFERRED

APR 13 2010

AUDITOR
FRANKLIN COUNTY, OHIO

3690878v1

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 recorded as Instrument Number 200603210052558 of the records of the Franklin County, Ohio Recorder ("First Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 163, Pages 70-77 of the records of the Franklin County, Ohio Recorder("First Drawings").

C. The Declaration was further amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Franklin County, Ohio Recorder ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 165, Pages 96-113, of the records of the Franklin County, Ohio Recorder ("Second Drawings").

D. The Declaration was further amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Franklin County, Ohio Recorder ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 168, Pages 28-53, of the records of the Franklin County, Ohio Recorder ("Third Drawings").

E. The Declaration was further amended to add additional Units pursuant to that certain Fourth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 14, 2006 and filed for record as Instrument Number 200608250169152 of the records of the Franklin County, Ohio Recorder ("Fourth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 174, Pages 6-20, of the records of the Franklin County, Ohio Recorder ("Fourth Drawings").

F. The Declaration was further amended to add additional Units pursuant to that certain Fifth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 31, 2006 and filed for record as Instrument Number 200611080224434 of the records of the Franklin County, Ohio Recorder ("Fifth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 178, Pages 37-54, of the records of the Franklin County, Ohio Recorder ("Fifth Drawings").

G. The Declaration was further amended to add additional Units pursuant to that certain Sixth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated December 20, 2006 and filed for record as Instrument Number 200701030001222 of the records of the Franklin County, Ohio Recorder ("Sixth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 180, Pages 68-73, of the records of the Franklin County, Ohio Recorder ("Sixth Drawings").

H. The Declaration was further amended to add additional Units pursuant to that certain Seventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated February 19, 2007 and filed for record as Instrument Number 200703010035542 of the records of the Franklin County, Ohio Recorder ("Seventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 182, Pages 91-117, of the records of the Franklin County, Ohio Recorder ("Seventh Drawings").

I. The Declaration was further amended to add additional Units pursuant to that certain Eighth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 11, 2007 and filed for record as Instrument Number 200705170086364 of the records of the Franklin County, Ohio Recorder ("Eighth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 186, Pages 58-78, of the records of the Franklin County, Ohio Recorder ("Eighth Drawings").

J. The Declaration was further amended to add additional Units pursuant to that certain Ninth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 23, 2007 and filed for record as Instrument Number 200709070158398 of the records of the Franklin County, Ohio Recorder ("Ninth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 191, Pages 60-78, of the records of the Franklin County, Ohio Recorder ("Ninth Drawings").

K. The Declaration was further amended to add additional Units pursuant to that certain Tenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated November 21, 2007 and filed for record as Instrument Number 200712050209341 of the records of the Franklin County, Ohio Recorder ("Tenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 196, Pages 74-97, of the records of the Franklin County, Ohio Recorder ("Tenth Drawings").

L. The Declaration was further amended to add additional Units pursuant to that certain Eleventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 31, 2008 and filed for record as Instrument Number 200804040051234 of the records of the Franklin County, Ohio Recorder ("Eleventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 201, Pages 36-62, of the records of the Franklin County, Ohio Recorder ("Eleventh Drawings").

M. The Declaration was further amended to add additional Units pursuant to that certain Twelfth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 30, 2008 and filed for record as Instrument Number 200806090087843 of the records of the Franklin County, Ohio Recorder ("Twelfth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 203, Pages 62-89, of the records of the Franklin County, Ohio Recorder ("Twelfth Drawings").

N. The Declaration was further amended to add additional Units pursuant to that certain Thirteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 9, 2009 and filed for record as Instrument Number 200903190038762 of the records of the Franklin County, Ohio Recorder ("Thirteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 209, Pages 34-42, of the records of the Franklin County, Ohio Recorder ("Thirteenth Drawings").

O. The Declaration was further amended to add additional Units pursuant to that certain Fourteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 14, 2009 and filed for record as Instrument Number 200910290156251 of the records of the Franklin County, Ohio Recorder ("Fourteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 213, Pages 5-11, of the records of the Franklin County, Ohio Recorder ("Fourteenth Drawings").

P. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant (The Falls at Hayden Run, Ltd.) desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property (hereinafter described) meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium to be added pursuant to this Amendment, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of approximately 4.054 acres, more or less, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto as "Exhibit B" and is hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto as "Exhibit C" and is hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains five (5) residential buildings containing an aggregate of thirty-two (32) dwelling units, expanding the Condominium to contain a total of four hundred fifty-seven (457) dwelling units, each of which is called a "Unit".

The residential buildings contains three-level (one of which levels is a basement level for some residential buildings) townhouse style dwelling units. Each Unit has a poured concrete lower level (or slab), with J-Cote waterproofing. Further, each Unit consists of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall.

Each Unit added hereby has Limited Common Elements, which Limited Common Elements are described in greater detail in Section 7(b) herein below and are shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements which are currently a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Fifteenth Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto as "Exhibit D", and is hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the buildings designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding (as appropriate) those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, the Second Drawings, the Third Drawings, the Fourth Drawings, the Fifth Drawings, the Sixth Drawings the Seventh Drawings, the Eighth Drawings, the Ninth Drawings, the Tenth Drawings, Eleventh Drawings, Twelfth Drawings, Thirteenth Drawings and the Fourteenth Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added to the Condominium Property, along with all of the other land and all improvements thereon and appurtenances thereto (except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit) are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements are comprised as follows: (A) front porch or stoop areas for each Unit added, (B) as to the eight (8) Units in the Reserve style building, the area between the rear of the Unit and the detached parking garage building, which area may include a stoop/porch area and a concrete patio, (C) as to the twelve (12) Units in the Austin style buildings, the area between the rear of the Unit and the detached parking garage building, which area may include a stoop/porch area and a concrete patio and (D) as to the twelve (12) Units in the Franklin style buildings, a rear porch/stoop area and a fenced in rear area (if any). In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium (as expanded hereby) as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration, adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property. In other words, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5 day of April, 2010.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
Michael J. DeAscentis II, its Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Michael J. DeAscentis II, the Manager of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 5 day of April, 2010.

_____
Notary Public

My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
FIFTEENTH AMENDMENT

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at a southwesterly corner of "The Falls at Hayden Run Condominium Twelfth Amendment Part 2" of record in Condominium Plat Book 203, Page 62, being on the northerly line of "The Falls at Hayden Run Condominium Eighth Amendment Part 1" of record in Condominium Plat Book 186, Page 58;

thence South 84° 14' 21" West, with the northerly line of said "The Falls at Hayden Run Condominium Eighth Amendment Part 1", the northerly line of "The Falls at Hayden Run Condominium Ninth Amendment" of record in Condominium Plat Book 191, Page 60, "The Falls at Hayden Run Condominium Tenth Amendment Part 1" of record in Condominium Plat Book 196, Page 74, and across said 73.476 acre tract, a distance of 647.25 feet to an iron pin set in the easterly line of that 2.862 acre tract conveyed to Ronald L. Wallace and Jodi L. Wallace by deed of record in Instrument Number 200912020174178;

thence North 06° 37' 21" West, with the easterly line of said 2.862 acre tract, and the easterly line of that 3.047 acre tract conveyed to Faye F. Bekheit and Sonia G. Bishara by deed of record in Official Record 26841H08, a distance of 272.03 feet to an iron pin set;

thence North 84° 14' 21" East, across said 73.476 acre tract, a distance of 651.34 feet to a point at a northwesterly corner of "The Falls at Hayden Run Condominium Thirteenth Amendment Part 2" of record in Condominium Plat Book 209, Page 34;

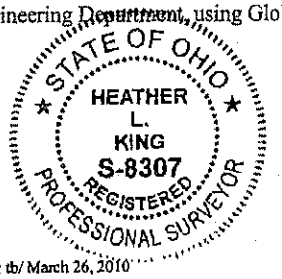
thence South 05° 45' 39" East, with the easterly line of said "The Falls at Hayden Run Condominium Thirteenth Amendment Part 2" and "The Falls at Hayden Run Condominium Twelfth Amendment Part 2", a distance of 272.00 feet to the POINT OF BEGINNING, and containing 4.054 acres of land, more or less, and being out of Auditor's Parcel number 485-273439.

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

This description is based on an actual field survey performed in October of 2004.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

4/1/10

Heather L. King
Registered Surveyor No. 8307

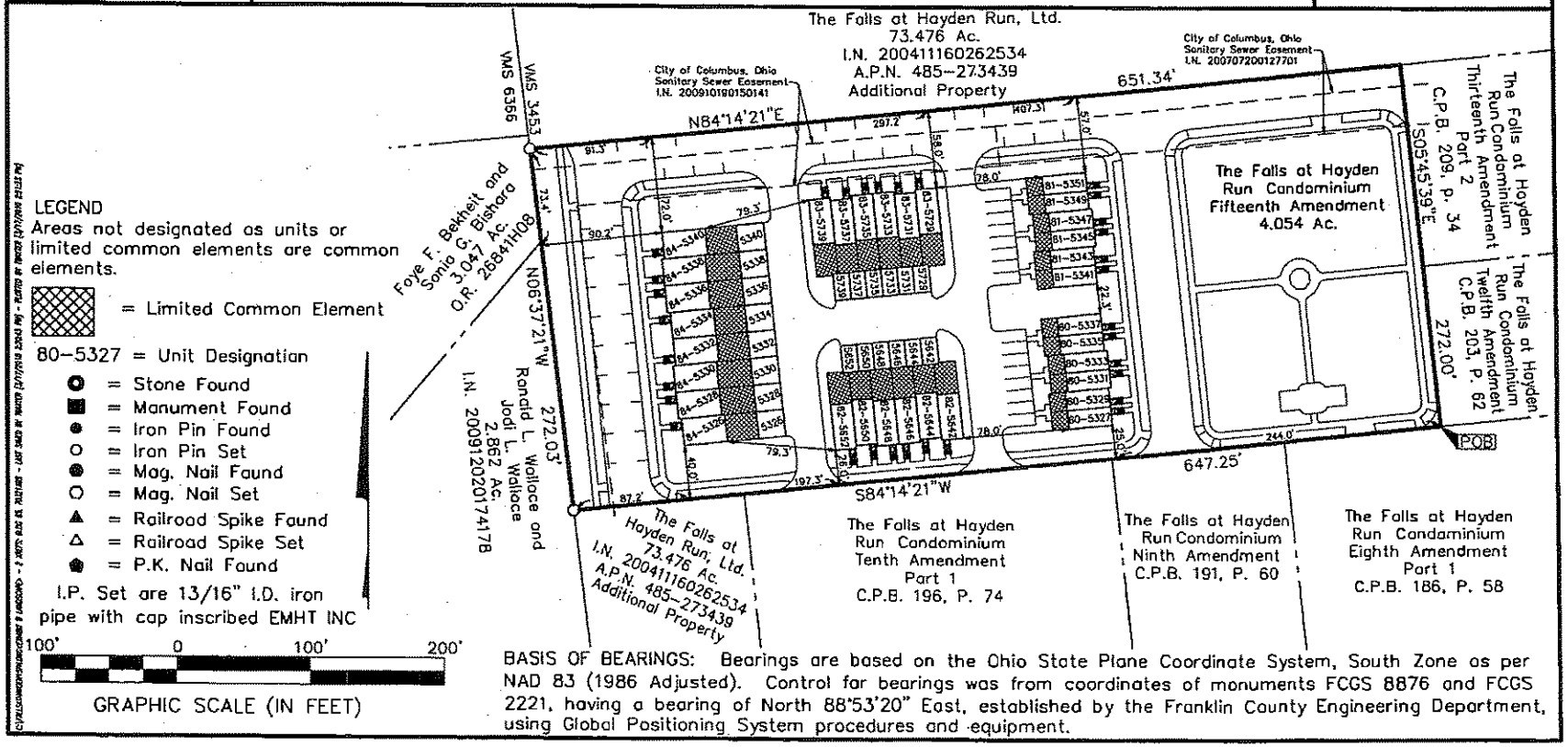
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4_054 ac 100351

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "B"

FALLS AT HAYDEN RUN CONDOMINIUM
FIFTEENTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: March 29, 2010
Scale: 1" = 100'
Job No: 2010-0351



LEGEND

Areas not designated as units or limited common elements are common elements.

= Limited Common Element

80-5327 = Unit Designation

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

100' 0 100' 200'

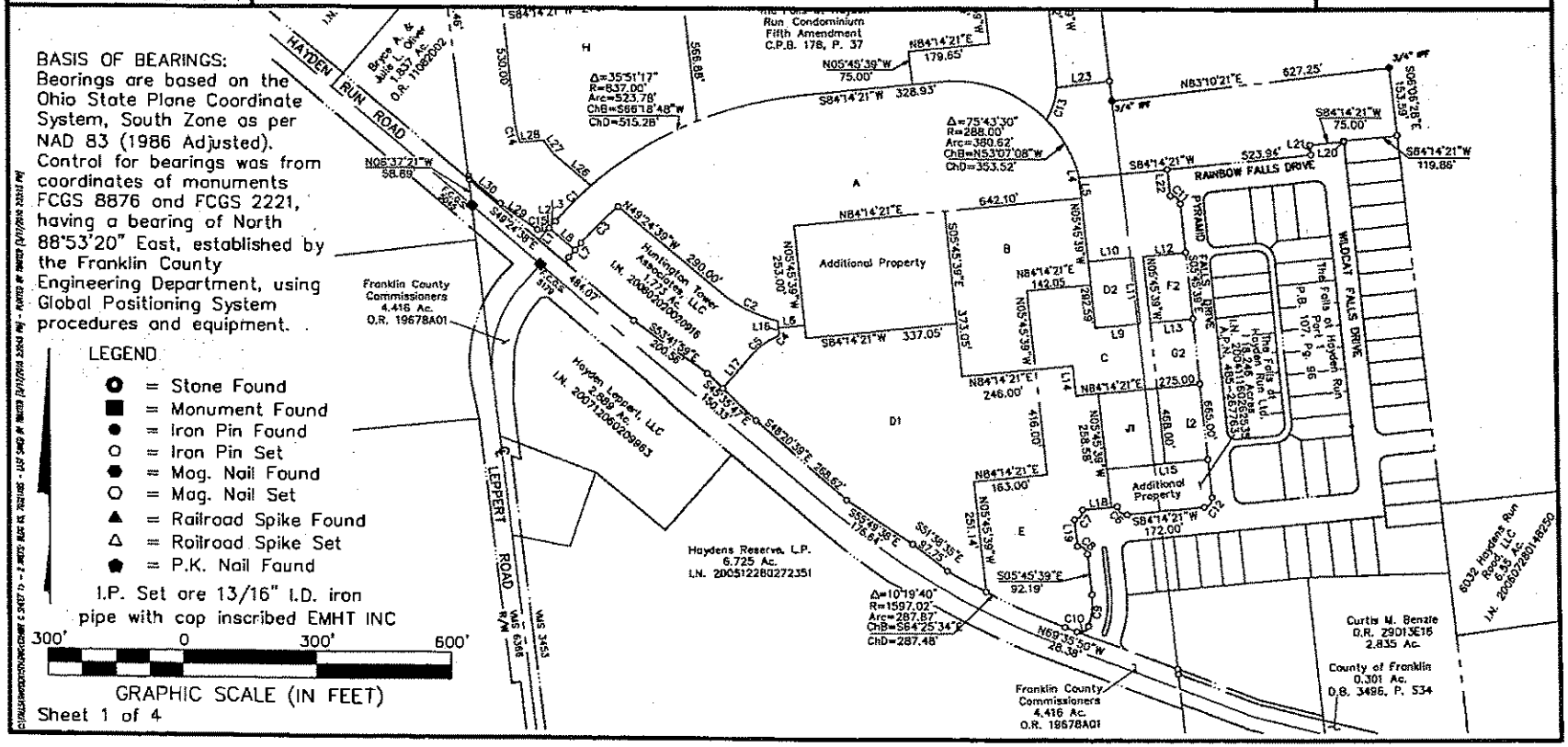
GRAPHIC SCALE (IN FEET)

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FIFTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: March 29, 2010
Scale: 1" = 300'
Job No: 2010-0351



EMH&T

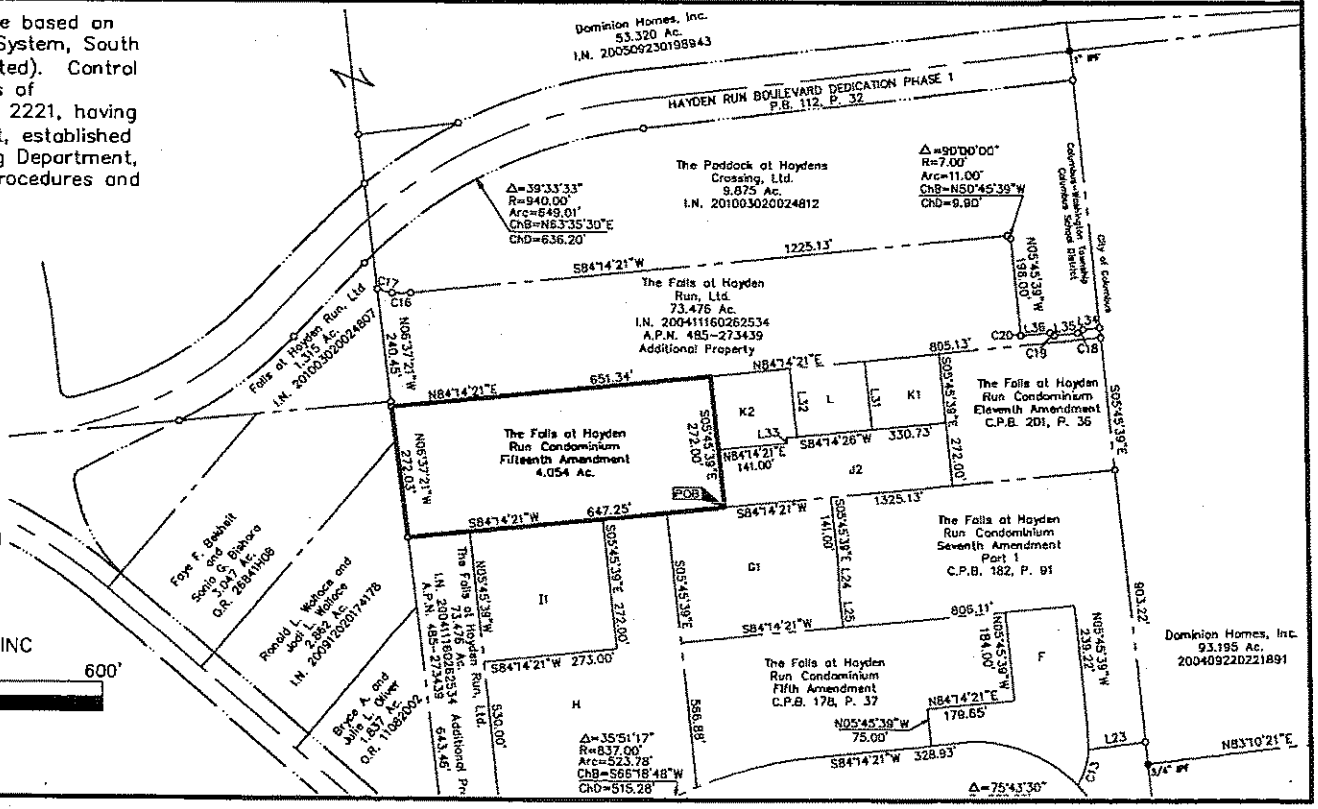
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M C M X X V I

EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FIFTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date:	March 29, 2010
Scale:	1" = 300'
Job No:	2010-0351

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



LEGEND

- ◎ = Stone Found
- ■ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ⬟ = Mag. Nail Found
- ⬡ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ⬟ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FIFTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: March 29, 2010
Scale: 1" = 100'
Job No: 2010-0351

(A) The Falls at Hayden Run Condominium C.P.B. 156, P. 16

(B) The Falls at Hayden Run Condominium First Amendment C.P.B. 163, P. 70

(C) The Falls at Hayden Run Condominium Second Amendment C.P.B. 165, P. 96

(D1) The Falls at Hayden Run Condominium Third Amendment Part 1 C.P.B. 168, P. 28

(D2) The Falls at Hayden Run Condominium Third Amendment Part 2 C.P.B. 168, P. 28

(E) The Falls at Hayden Run Condominium Fourth Amendment C.P.B. 174, P. 6

(F1) The Falls at Hayden Run Condominium Sixth Amendment C.P.B. 180, P. 68

(F2) The Falls at Hayden Run Condominium Seventh Amendment Part 2 C.P.B. 182, P. 91

(G1) The Falls at Hayden Run Condominium Eighth Amendment Part 1 C.P.B. 186, P. 58

(G2) The Falls at Hayden Run Condominium Eighth Amendment Part 2 C.P.B. 186, P. 58

(H) The Falls at Hayden Run Condominium Ninth Amendment C.P.B. 191, P. 60

(I1) The Falls at Hayden Run Condominium Tenth Amendment Part 1 C.P.B. 196, P. 74

(I2) The Falls at Hayden Run Condominium Tenth Amendment Part 2 C.P.B. 196, P. 74

(J1) The Falls at Hayden Run Condominium Twelfth Amendment C.P.B. 203, P. 62

(J2) The Falls at Hayden Run Condominium Twelfth Amendment C.P.B. 203, P. 62

(K1) The Falls at Hayden Run Condominium Thirteenth Amendment Part 1 C.P.B. 209, p. 34

(K2) The Falls at Hayden Run Condominium Thirteenth Amendment Part 2 C.P.B. 209, p. 34

(L) The Falls at Hayden Run Condominium Fourteenth Amendment C.P.B. 213, P. 5

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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
FIFTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: March 29, 2010	Job No. 2010-0351	Scale: 1" = 300'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S40°35'22"W	34.58'
L2	S40°35'22"W	1.01'
L3	S43°18'47"W	21.09'
L4	S05°45'26"E	5.84'
L5	S05°45'24"E	46.00'
L6	N84°14'21"E	59.00'
L7	N40°35'21"E	20.91'
L8	N49°24'39"W	76.00'
L9	S84°14'21"W	98.95'
L10	N84°14'21"E	98.95'
L11	N05°45'39"W	149.09'
L12	N84°14'21"E	95.00'
L13	N84°14'21"E	95.00'
L14	N05°45'39"W	67.37'
L15	N84°15'13"E	225.00'
L16	S05°45'39"E	28.28'
L17	S40°35'21"W	107.18'
L18	N84°14'21"E	76.00'
L19	N05°45'39"W	60.00'
L20	N05°45'39"W	1.71'
L21	S05°45'39"E	21.50'
L22	N05°45'39"W	60.00'
L23	S82°32'32"W	118.60'
L24	N02°20'40"W	67.12'
L25	N05°45'39"W	64.00'
L26	S49°24'39"E	108.01'
L27	S37°27'28"E	39.91'
L28	N84°14'21"E	52.71'
L29	N55°07'06"W	101.75'
L30	N49°24'28"W	93.71'
L31	N05°45'39"W	141.00'
L32	N05°45'39"W	141.00'
L33	N05°45'39"W	11.00'
L34	N84°14'21"E	35.00'
L35	N84°14'21"E	48.00'
L36	N84°14'21"E	60.14'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH BRG	CH
C1	07°47'08"	837.00'	113.73'	S44°29'30"W	113.65'
C2	27°37'38"	306.00'	147.55'	S63°13'27"E	146.12'
C3	08°47'39"	762.00'	116.96'	S44°59'09"W	116.84'
C4	74°19'53"	7.00'	9.08'	N31°24'18"E	8.46'
C5	27°58'54"	130.00'	63.49'	S54°34'47"W	62.86'
C6	90°00'00"	20.00'	31.42'	S50°45'39"E	28.28'
C7	90°00'00"	20.00'	31.42'	N39°14'21"E	28.28'
C8	90°00'00"	20.00'	31.42'	N50°45'39"W	28.28'
C9	24°58'02"	162.00'	70.59'	N06°43'23"E	70.04'
C10	91°12'13"	20.00'	31.84'	N64°48'30"E	28.58'
C11	90°00'00"	20.00'	31.42'	N50°45'39"W	28.28'
C12	90°00'00"	20.00'	31.42'	N39°14'21"E	28.28'
C13	26°43'00"	164.78'	76.84'	N17°29'53"E	76.14'
C14	16°37'34"	166.00'	48.17'	S14°04'26"E	48.00'
C15	84°17'18"	20.00'	29.42'	N82°46'41"E	26.84'
C16	15°56'41"	134.03'	37.30'	N89°51'36"E	37.18'
C17	13°39'20"	130.00'	30.98'	S75°20'24"E	30.91'
C18	53°07'48"	15.00'	13.91'	S57°40'27"W	13.42'
C19	81°47'12"	7.00'	9.99'	N54°52'02"W	9.17'
C20	08°12'48"	7.00'	1.00'	N01°39'15"W	1.00'

EXHIBIT "D"

FIFTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial

buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit bas an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

FIFTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00172
17-5539	Franklin	17	--	0.7231	0.00172
17-5541	Franklin	17	--	0.7231	0.00172
17-5543	Franklin	17	--	0.7231	0.00172
17-5545	Franklin	17	--	0.7231	0.00172
17-5547	Franklin	17	--	0.7231	0.00172
17-5549	Franklin	17	--	0.7231	0.00172
17-5551	Franklin	17	--	0.7231	0.00172
18-5561	Wellington	18	--	0.9534	0.00226
18-5563	Wellington	18	--	0.9534	0.00226
18-5565	Wellington	18	--	0.9534	0.00226
18-5567	Wellington	18	--	0.9534	0.00226
18-5569	Wellington	18	--	0.9534	0.00226
18-5571	Wellington	18	--	0.9534	0.00226
18-5573	Wellington	18	--	0.9534	0.00226
19-5581	Stansbury	19	B2	0.8218	0.00195
19-5583	Stansbury	19	B2	0.8218	0.00195
19-5585	Stansbury	19	B1	0.8218	0.00195
19-5587	Stansbury	19	B2	0.8218	0.00195
19-5589	Stansbury	19	B2	0.8218	0.00195
19-5591	Stansbury	19	B1	0.8218	0.00195
19-5593	Stansbury	19	B2	0.8218	0.00195
19-5595	Stansbury	19	B2	0.8218	0.00195
20-5602	Cromwell	20	C	1.2759	0.00303
20-5606	Cromwell	20	C	1.2759	0.00303
20-5610	Cromwell	20	C	1.2759	0.00303
20-5614	Cromwell	20	C	1.2759	0.00303
21-5582	Wellington	21	--	0.9534	0.00226
21-5584	Wellington	21	--	0.9534	0.00226
21-5586	Wellington	21	--	0.9534	0.00226
21-5588	Wellington	21	--	0.9534	0.00226
21-5590	Wellington	21	--	0.9534	0.00226
21-5592	Wellington	21	--	0.9534	0.00226
21-5594	Wellington	21	--	0.9534	0.00226

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00195
22-5562	Stansbury	22	B2	0.8218	0.00195
22-5564	Stansbury	22	B1	0.8218	0.00195
22-5566	Stansbury	22	B2	0.8218	0.00195
22-5568	Stansbury	22	B2	0.8218	0.00195
22-5570	Stansbury	22	B1	0.8218	0.00195
22-5572	Stansbury	22	B2	0.8218	0.00195
22-5574	Stansbury	22	B2	0.8218	0.00195
23-5603	Reserve	23	D2	0.9837	0.00234
23-5605	Reserve	23	D2	0.9837	0.00234
23-5607	Reserve	23	D2	0.9837	0.00234
23-5609	Reserve	23	D2	0.9837	0.00234
24-5625	Austin	24	B	0.8482	0.00201
24-5627	Austin	24	B	0.8482	0.00201
24-5629	Austin	24	B	0.8482	0.00201
24-5631	Austin	24	B	0.8482	0.00201
24-5633	Austin	24	B	0.8482	0.00201
24-5635	Austin	24	B	0.8482	0.00201
7-5535	Reserve	7	D2	0.9837	0.00234
7-5537	Reserve	7	D2	0.9837	0.00234
7-5539	Reserve	7	D2	0.9837	0.00234
7-5541	Reserve	7	D2	0.9837	0.00234
7-5543	Reserve	7	D2	0.9837	0.00234
7-5545	Reserve	7	D2	0.9837	0.00234
7-5547	Reserve	7	D2	0.9837	0.00234
7-5549	Reserve	7	D2	0.9837	0.00234
12-5190	Austin	12	B	0.8482	0.00201
12-5188	Austin	12	B	0.8482	0.00201
12-5186	Austin	12	B	0.8482	0.00201
12-5184	Austin	12	B	0.8482	0.00201
12-5182	Austin	12	B	0.8482	0.00201
12-5180	Austin	12	B	0.8482	0.00201
12-5178	Austin	12	B	0.8482	0.00201
12-5176	Austin	12	B	0.8482	0.00201
5A-5182	Ternbury	5A	R	1.3153	0.00312
5A-5178	Ternbury	5A	R	1.3153	0.00312
5A-5174	Ternbury	5A	R	1.3153	0.00312
5A-5170	Ternbury	5A	R	1.3153	0.00312

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00234
1-5513	Reserve	1	D2	0.9837	0.00234
1-5515	Reserve	1	D2	0.9837	0.00234
1-5517	Reserve	1	D2	0.9837	0.00234
1-5519	Reserve	1	D2	0.9837	0.00234
1-5521	Reserve	1	D2	0.9837	0.00234
1-5523	Reserve	1	D2	0.9837	0.00234
1-5525	Reserve	1	D2	0.9837	0.00234
8-5177	Cromwell	8	C	1.2759	0.00303
8-5181	Cromwell	8	C	1.2759	0.00303
8-5185	Cromwell	8	C+	1.3285	0.00315
8-5189	Cromwell	8	C	1.2759	0.00303
8-5193	Cromwell	8	C	1.2759	0.00303
6-5202	Ternbury	6	R	1.3153	0.00312
6-5198	Ternbury	6	R	1.3153	0.00312
6-5194	Ternbury	6	R	1.3153	0.00312
6-5190	Ternbury	6	R	1.3153	0.00312
11-5168	Reserve	11	D2	0.9837	0.00234
11-5166	Reserve	11	D2	0.9837	0.00234
11-5164	Reserve	11	D2	0.9837	0.00234
11-5162	Reserve	11	D2	0.9837	0.00234
11-5160	Reserve	11	D2	0.9837	0.00234
11-5158	Reserve	11	D2	0.9837	0.00234
11-5156	Reserve	11	D2	0.9837	0.00234
11-5154	Reserve	11	D2	0.9837	0.00234
11-5152	Reserve	11	D2	0.9837	0.00234
13-5557	Wellington	13	--	0.9534	0.00226
13-5559	Wellington	13	--	0.9534	0.00226
13-5561	Wellington	13	--	0.9534	0.00226
13-5563	Wellington	13	--	0.9534	0.00226
13-5565	Wellington	13	--	0.9534	0.00226
13-5567	Wellington	13	--	0.9534	0.00226
13-5569	Wellington	13	--	0.9534	0.00226
14-5155	Franklin	14	--	0.7231	0.00172
14-5157	Franklin	14	--	0.7231	0.00172
14-5159	Franklin	14	--	0.7231	0.00172
14-5161	Franklin	14	--	0.7231	0.00172
14-5163	Franklin	14	--	0.7231	0.00172
14-5165	Franklin	14	--	0.7231	0.00172
14-5167	Franklin	14	--	0.7231	0.00172
14-5169	Franklin	14	--	0.7231	0.00172
14-5171	Franklin	14	--	0.7231	0.00172
14-5173	Franklin	14	--	0.7231	0.00172

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
15-5577	Stansbury	15	B2	0.8218	0.00195
15-5579	Stansbury	15	B2	0.8218	0.00195
15-5581	Stansbury	15	B1	0.8218	0.00195
15-5583	Stansbury	15	B2	0.8218	0.00195
15-5585	Stansbury	15	B2	0.8218	0.00195
15-5587	Stansbury	15	B1	0.8218	0.00195
15-5589	Stansbury	15	B2	0.8218	0.00195
15-5591	Stansbury	15	B2	0.8218	0.00195
16-5147	Burke	16	--	0.9666	0.00229
16-5143	Burke	16	--	0.9666	0.00229
16-5139	Burke	16	--	0.9666	0.00229
16-5135	Burke	16	--	0.9666	0.00229
9-5151	Cromwell	9	C	1.2759	0.00303
9-5155	Cromwell	9	C	1.2759	0.00303
9-5159	Cromwell	9	C	1.2759	0.00303
9-5163	Cromwell	9	C	1.2759	0.00303
9-5167	Cromwell	9	C	1.2759	0.00303
9-5169	Cromwell	9	C	1.2759	0.00303
10-5544	Reserve	10	D2	0.9837	0.00234
10-5542	Reserve	10	D2	0.9837	0.00234
10-5540	Reserve	10	D2	0.9837	0.00234
10-5538	Reserve	10	D2	0.9837	0.00234
10-5536	Reserve	10	D2	0.9837	0.00234
10-5534	Reserve	10	D2	0.9837	0.00234
10-5532	Reserve	10	D2	0.9837	0.00234
10-5530	Reserve	10	D2	0.9837	0.00234
30-5545	Reserve	30	D2	0.9837	0.00234
30-5547	Reserve	30	D2	0.9837	0.00234
30-5549	Reserve	30	D2	0.9837	0.00234
30-5551	Reserve	30	D2	0.9837	0.00234
30-5553	Reserve	30	D2	0.9837	0.00234
30-5555	Reserve	30	D2	0.9837	0.00234
31-5567	Reserve	31	D2	0.9837	0.00234
31-5569	Reserve	31	D2	0.9837	0.00234
31-5571	Reserve	31	D2	0.9837	0.00234
31-5573	Reserve	31	D2	0.9837	0.00234
31-5575	Reserve	31	D2	0.9837	0.00234
31-5577	Reserve	31	D2	0.9837	0.00234

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
32-5589	Reserve	32	D2	0.9837	0.00234
32-5591	Reserve	32	D2	0.9837	0.00234
32-5593	Reserve	32	D2	0.9837	0.00234
32-5595	Reserve	32	D2	0.9837	0.00234
32-5597	Reserve	32	D2	0.9837	0.00234
32-5599	Reserve	32	D2	0.9837	0.00234
33-5288	Austin	33	B	0.8482	0.00201
33-5286	Austin	33	B	0.8482	0.00201
33-5284	Austin	33	B	0.8482	0.00201
33-5282	Austin	33	B	0.8482	0.00201
33-5280	Austin	33	B	0.8482	0.00201
33-5278	Austin	33	B	0.8482	0.00201
34-5274	Austin	34	B	0.8482	0.00201
34-5272	Austin	34	B	0.8482	0.00201
34-5270	Austin	34	B	0.8482	0.00201
34-5268	Austin	34	B	0.8482	0.00201
34-5266	Austin	34	B	0.8482	0.00201
34-5264	Austin	34	B	0.8482	0.00201
35-5600	Wellington	35	--	0.9534	0.00226
35-5598	Wellington	35	--	0.9534	0.00226
35-5596	Wellington	35	--	0.9534	0.00226
35-5594	Wellington	35	--	0.9534	0.00226
35-5592	Wellington	35	--	0.9534	0.00226
35-5590	Wellington	35	--	0.9534	0.00226
35-5588	Wellington	35	--	0.9534	0.00226
36-5578	Stansbury	36	B2	0.8218	0.00195
36-5576	Stansbury	36	B2	0.8218	0.00195
36-5574	Stansbury	36	B1	0.8218	0.00195
36-5572	Stansbury	36	B2	0.8218	0.00195
36-5570	Stansbury	36	B2	0.8218	0.00195
36-5568	Stansbury	36	B1	0.8218	0.00195
36-5566	Stansbury	36	B2	0.8218	0.00195
36-5564	Stansbury	36	B2	0.8218	0.00195
28-5255	Austin	28	B	0.8482	0.00201
28-5257	Austin	28	B	0.8482	0.00201
28-5259	Austin	28	B	0.8482	0.00201
28-5261	Austin	28	B	0.8482	0.00201
28-5263	Austin	28	B	0.8482	0.00201
28-5265	Austin	28	B	0.8482	0.00201

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
29-5269	Austin	29	B	0.8482	0.00201
29-5271	Austin	29	B	0.8482	0.00201
29-5273	Austin	29	B	0.8482	0.00201
29-5275	Austin	29	B	0.8482	0.00201
29-5277	Austin	29	B	0.8482	0.00201
29-5279	Austin	29	B	0.8482	0.00201
37-5554	Wellington	37	--	0.9534	0.00226
37-5552	Wellington	37	--	0.9534	0.00226
37-5550	Wellington	37	--	0.9534	0.00226
37-5548	Wellington	37	--	0.9534	0.00226
37-5546	Wellington	37	--	0.9534	0.00226
37-5544	Wellington	37	--	0.9534	0.00226
37-5542	Wellington	37	--	0.9534	0.00226
2-5189	Ternbury	2	R	1.3153	0.00312
2-5193	Ternbury	2	R	1.3153	0.00312
2-5197	Ternbury	2	R	1.3153	0.00312
2-5201	Ternbury	2	R	1.3153	0.00312
25-5272	Franklin	25	--	0.7231	0.00172
25-5270	Franklin	25	--	0.7231	0.00172
25-5268	Franklin	25	--	0.7231	0.00172
25-5266	Franklin	25	--	0.7231	0.00172
25-5264	Franklin	25	--	0.7231	0.00172
25-5262	Franklin	25	--	0.7231	0.00172
25-5260	Franklin	25	--	0.7231	0.00172
25-5258	Franklin	25	--	0.7231	0.00172
26-5292	Stansbury	26	B2	0.8218	0.00195
26-5290	Stansbury	26	B2	0.8218	0.00195
26-5288	Stansbury	26	B1	0.8218	0.00195
26-5286	Stansbury	26	B2	0.8218	0.00195
26-5284	Stansbury	26	B2	0.8218	0.00195
26-5282	Stansbury	26	B1	0.8218	0.00195
26-5280	Stansbury	26	B2	0.8218	0.00195
26-5278	Stansbury	26	B2	0.8218	0.00195
27-5312	Franklin	27	--	0.7231	0.00172
27-5310	Franklin	27	--	0.7231	0.00172
27-5308	Franklin	27	--	0.7231	0.00172
27-5306	Franklin	27	--	0.7231	0.00172
27-5304	Franklin	27	--	0.7231	0.00172
27-5302	Franklin	27	--	0.7231	0.00172
27-5300	Franklin	27	--	0.7231	0.00172
27-5298	Franklin	27	--	0.7231	0.00172

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
45-5293	Reserve	45	D2	0.9837	0.00234
45-5295	Reserve	45	D2	0.9837	0.00234
45-5297	Reserve	45	D2	0.9837	0.00234
45-5299	Reserve	45	D2	0.9837	0.00234
45-5301	Reserve	45	D2	0.9837	0.00234
45-5303	Reserve	45	D2	0.9837	0.00234
45-5305	Reserve	45	D2	0.9837	0.00234
45-5307	Reserve	45	D2	0.9837	0.00234
46-5547	Reserve	46	D2	0.9837	0.00234
46-5549	Reserve	46	D2	0.9837	0.00234
46-5551	Reserve	46	D2	0.9837	0.00234
46-5553	Reserve	46	D2	0.9837	0.00234
46-5555	Reserve	46	D2	0.9837	0.00234
46-5557	Reserve	46	D2	0.9837	0.00234
47-5567	Austin	47	B	0.8482	0.00201
47-5569	Austin	47	B	0.8482	0.00201
47-5571	Austin	47	B	0.8482	0.00201
47-5573	Austin	47	B	0.8482	0.00201
47-5575	Austin	47	B	0.8482	0.00201
47-5577	Austin	47	B	0.8482	0.00201
47-5579	Austin	47	B	0.8482	0.00201
47-5581	Austin	47	B	0.8482	0.00201
52-5578	Wellington	52	--	0.9534	0.00226
52-5576	Wellington	52	--	0.9534	0.00226
52-5574	Wellington	52	--	0.9534	0.00226
52-5572	Wellington	52	--	0.9534	0.00226
52-5570	Wellington	52	--	0.9534	0.00226
52-5568	Wellington	52	--	0.9534	0.00226
52-5566	Wellington	52	--	0.9534	0.00226
53-5556	Stansbury	53	B2	0.8218	0.00195
53-5554	Stansbury	53	B2	0.8218	0.00195
53-5552	Stansbury	53	B1	0.8218	0.00195
53-5550	Stansbury	53	B2	0.8218	0.00195
53-5548	Stansbury	53	B2	0.8218	0.00195
53-5546	Stansbury	53	B1	0.8218	0.00195
53-5544	Stansbury	53	B2	0.8218	0.00195
53-5542	Stansbury	53	B2	0.8218	0.00195
2A-5169	Ternbury	2A	R	1.3153	0.00312
2A-5173	Ternbury	2A	R	1.3153	0.00312
2A-5177	Ternbury	2A	R	1.3153	0.00312
2A-5181	Ternbury	2A	R	1.3153	0.00312

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
48-5591	Reserve	48	D2	0.9837	0.00234
48-5593	Reserve	48	D2	0.9837	0.00234
48-5595	Reserve	48	D2	0.9837	0.00234
48-5597	Reserve	48	D2	0.9837	0.00234
48-5599	Reserve	48	D2	0.9837	0.00234
48-5601	Reserve	48	D2	0.9837	0.00234
49-5308	Austin	49	B	0.8482	0.00201
49-5310	Austin	49	B	0.8482	0.00201
49-5312	Austin	49	B	0.8482	0.00201
49-5314	Austin	49	B	0.8482	0.00201
49-5316	Austin	49	B	0.8482	0.00201
49-5318	Austin	49	B	0.8482	0.00201
50-5294	Austin	50	B	0.8482	0.00201
50-5296	Austin	50	B	0.8482	0.00201
50-5298	Austin	50	B	0.8482	0.00201
50-5300	Austin	50	B	0.8482	0.00201
50-5302	Austin	50	B	0.8482	0.00201
50-5304	Austin	50	B	0.8482	0.00201
51-5588	Stansbury	51	B2	0.8218	0.00195
51-5590	Stansbury	51	B2	0.8218	0.00195
51-5592	Stansbury	51	B1	0.8218	0.00195
51-5594	Stansbury	51	B2	0.8218	0.00195
51-5596	Stansbury	51	B2	0.8218	0.00195
51-5598	Stansbury	51	B1	0.8218	0.00195
51-5600	Stansbury	51	B2	0.8218	0.00195
51-5602	Stansbury	51	B2	0.8218	0.00195
38-5267	Reserve	38	D2	0.9837	0.00234
38-5269	Reserve	38	D2	0.9837	0.00234
38-5271	Reserve	38	D2	0.9837	0.00234
38-5273	Reserve	38	D2	0.9837	0.00234
38-5277	Reserve	38	D2	0.9837	0.00234
38-5279	Reserve	38	D2	0.9837	0.00234
38-5281	Reserve	38	D2	0.9837	0.00234
38-5283	Reserve	38	D2	0.9837	0.00234
39-5629	Franklin	39	--	0.7231	0.00172
39-5631	Franklin	39	--	0.7231	0.00172
39-5633	Franklin	39	--	0.7231	0.00172
39-5635	Franklin	39	--	0.7231	0.00172
39-5637	Franklin	39	--	0.7231	0.00172
39-5639	Franklin	39	--	0.7231	0.00172

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
40-5258	Wellington	40	--	0.9534	0.00226
40-5260	Wellington	40	--	0.9534	0.00226
40-5262	Wellington	40	--	0.9534	0.00226
40-5264	Wellington	40	--	0.9534	0.00226
40-5266	Wellington	40	--	0.9534	0.00226
40-5268	Wellington	40	--	0.9534	0.00226
40-5270	Wellington	40	--	0.9534	0.00226
40-5272	Wellington	40	--	0.9534	0.00226
41-5628	Franklin	41	--	0.7231	0.00172
41-5630	Franklin	41	--	0.7231	0.00172
41-5632	Franklin	41	--	0.7231	0.00172
41-5634	Franklin	41	--	0.7231	0.00172
41-5636	Franklin	41	--	0.7231	0.00172
41-5638	Franklin	41	--	0.7231	0.00172
54-5297	Reserve	54	D2	0.9837	0.00234
54-5299	Reserve	54	D2	0.9837	0.00234
54-5301	Reserve	54	D2	0.9837	0.00234
54-5303	Reserve	54	D2	0.9837	0.00234
54-5307	Reserve	54	D2	0.9837	0.00234
54-5309	Reserve	54	D2	0.9837	0.00234
54-5311	Reserve	54	D2	0.9837	0.00234
54-5313	Reserve	54	D2	0.9837	0.00234
3-5149	Ternbury	3	R	1.3153	0.00312
3-5153	Ternbury	3	R	1.3153	0.00312
3-5157	Ternbury	3	R	1.3153	0.00312
3-5161	Ternbury	3	R	1.3153	0.00312
55-5631	Reserve	55	D2	0.9837	0.00234
55-5633	Reserve	55	D2	0.9837	0.00234
55-5635	Reserve	55	D2	0.9837	0.00234
55-5637	Reserve	55	D2	0.9837	0.00234
56-5310	Austin	56	B	0.8482	0.00201
56-5308	Austin	56	B	0.8482	0.00201
56-5306	Austin	56	B	0.8482	0.00201
56-5304	Austin	56	B	0.8482	0.00201
56-5302	Austin	56	B	0.8482	0.00201
56-5300	Austin	56	B	0.8482	0.00201
56A-5296	Austin	56A	B	0.8482	0.00201
56A-5294	Austin	56A	B	0.8482	0.00201
56A-5290	Austin	56A	B	0.8482	0.00201
56A-5288	Austin	56A	B	0.8482	0.00201
56A-5286	Austin	56A	B	0.8482	0.00201
56A-5284	Austin	56A	B	0.8482	0.00201

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
57-5636	Reserve	57	D2	0.9837	0.00234
57-5634	Reserve	57	D2	0.9837	0.00234
57-5632	Reserve	57	D2	0.9837	0.00234
57-5630	Reserve	57	D2	0.9837	0.00234
58-5333	Austin	58	B	0.8482	0.00201
58-5335	Austin	58	B	0.8482	0.00201
58-5337	Austin	58	B	0.8482	0.00201
58-5339	Austin	58	B	0.8482	0.00201
58-5341	Austin	58	B	0.8482	0.00201
58-5343	Austin	58	B	0.8482	0.00201
59-5349	Austin	59	B	0.8482	0.00201
59-5351	Austin	59	B	0.8482	0.00201
59-5353	Austin	59	B	0.8482	0.00201
59-5355	Austin	59	B	0.8482	0.00201
59-5357	Austin	59	B	0.8482	0.00201
59-5359	Austin	59	B	0.8482	0.00201
60-5601	Reserve	60	D2	0.9837	0.00234
60-5603	Reserve	60	D2	0.9837	0.00234
60-5605	Reserve	60	D2	0.9837	0.00234
60-5607	Reserve	60	D2	0.9837	0.00234
60-5609	Reserve	60	D2	0.9837	0.00234
60-5611	Reserve	60	D2	0.9837	0.00234
67-5546	Stansbury	67	B2	0.8218	0.00195
67-5548	Stansbury	67	B2	0.8218	0.00195
67-5550	Stansbury	67	B1	0.8218	0.00195
67-5552	Stansbury	67	B2	0.8218	0.00195
67-5554	Stansbury	67	B2	0.8218	0.00195
67-5556	Stansbury	67	B1	0.8218	0.00195
67-5558	Stansbury	67	B2	0.8218	0.00195
67-5560	Stansbury	67	B2	0.8218	0.00195
5-5150	Ternbury	5	R	1.3153	0.00312
5-5154	Ternbury	5	R	1.3153	0.00312
5-5158	Ternbury	5	R	1.3153	0.00312
5-5162	Ternbury	5	R	1.3153	0.00312
64-5328	Stansbury	64	B2	0.8218	0.00195
64-5330	Stansbury	64	B1	0.8218	0.00195
64-5332	Stansbury	64	B2	0.8218	0.00195
64-5334	Stansbury	64	B2	0.8218	0.00195
64-5336	Stansbury	64	B1	0.8218	0.00195
64-5338	Stansbury	64	B2	0.8218	0.00195

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
65-5578	Wellington	65	--	0.9534	0.00226
65-5580	Wellington	65	--	0.9534	0.00226
65-5582	Wellington	65	--	0.9534	0.00226
65-5584	Wellington	65	--	0.9534	0.00226
65-5586	Wellington	65	--	0.9534	0.00226
65-5588	Wellington	65	--	0.9534	0.00226
65-5590	Wellington	65	--	0.9534	0.00226
66-5566	Cromwell	66	C	1.2759	0.00303
66-5568	Cromwell	66	C	1.2759	0.00303
66-5570	Cromwell	66	C	1.2759	0.00303
66-5572	Cromwell	66	C	1.2759	0.00303
61-5625	Reserve	61	D2	0.9837	0.00234
61-5627	Reserve	61	D2	0.9837	0.00234
61-5629	Reserve	61	D2	0.9837	0.00234
61-5631	Reserve	61	D2	0.9837	0.00234
61-5633	Reserve	61	D2	0.9837	0.00234
61-5635	Reserve	61	D2	0.9837	0.00234
63-5354	Stansbury	63	B2	0.8218	0.00195
63-5352	Stansbury	63	B1	0.8218	0.00195
63-5350	Stansbury	63	B2	0.8218	0.00195
63-5348	Stansbury	63	B2	0.8218	0.00195
63-5346	Stansbury	63	B1	0.8218	0.00195
63-5344	Stansbury	63	B2	0.8218	0.00195
62-5647	Reserve	62	D2	0.9837	0.00234
62-5649	Reserve	62	D2	0.9837	0.00234
62-5651	Reserve	62	D2	0.9837	0.00234
62-5653	Reserve	62	D2	0.9837	0.00234
62-5655	Reserve	62	D2	0.9837	0.00234
62-5657	Reserve	62	D2	0.9837	0.00234
					1.00

UNITS ADDED HEREBY:

80-5327	Franklin	80	--	0.7231	0.00172
80-5329	Franklin	80	--	0.7231	0.00172
80-5331	Franklin	80	--	0.7231	0.00172
80-5333	Franklin	80	--	0.7231	0.00172
80-5335	Franklin	80	--	0.7231	0.00172
80-5337	Franklin	80	--	0.7231	0.00172

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
81-5341	Franklin	81	--	0.7231	0.00172
81-5343	Franklin	81	--	0.7231	0.00172
81-5345	Franklin	81	--	0.7231	0.00172
81-5347	Franklin	81	--	0.7231	0.00172
81-5349	Franklin	81	--	0.7231	0.00172
81-5351	Franklin	81	--	0.7231	0.00172
82-5642	Austin	82	B	0.8482	0.00201
82-5644	Austin	82	B	0.8482	0.00201
82-5646	Austin	82	B	0.8482	0.00201
82-5648	Austin	82	B	0.8482	0.00201
82-5650	Austin	82	B	0.8482	0.00201
82-5652	Austin	82	B	0.8482	0.00201
83-5729	Austin	83	B	0.8482	0.00201
83-5731	Austin	83	B	0.8482	0.00201
83-5733	Austin	83	B	0.8482	0.00201
83-5735	Austin	83	B	0.8482	0.00201
83-5737	Austin	83	B	0.8482	0.00201
83-5739	Austin	83	B	0.8482	0.00201
84-5326	Reserve	84	D2	0.9837	0.00234
84-5328	Reserve	84	D2	0.9837	0.00234
84-5330	Reserve	84	D2	0.9837	0.00234
84-5332	Reserve	84	D2	0.9837	0.00234
84-5334	Reserve	84	D2	0.9837	0.00234
84-5336	Reserve	84	D2	0.9837	0.00234
84-5338	Reserve	84	D2	0.9837	0.00234
84-5340	Reserve	84	D2	0.9837	0.00234
					1.00

EXHIBIT "F"

FIFTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Ternbury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

Susan

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 221 PAGE 64-65

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Daphne Hawk
Franklin County Recorder

CONDO 201106150074713

SIXTEENTH AMENDMENT
TO
DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
FOR
THE FALLS AT HAYDEN RUN CONDOMINIUM

This Sixteenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 8th day of June, 2011.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium recorded as Instrument 200510260225306 of the records of the Franklin County, Ohio Recorder (the "Declaration") and the Drawings filed in connection therewith recorded at Condominium Plat Book 156, pages 16-52 of the records of the Franklin County, Ohio Recorder ("Drawings").

CERTIFICATE OF AUDITOR

A copy of this Sixteenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Sixteenth Amendment to the Drawings attached thereto, was filed with this office on June 15th, 2011.

TRANSFERRED

JUN 15 2011

AUDITOR
FRANKLIN COUNTY, OHIO

By: Clarence E. Mingo II
Auditor, Franklin County, Ohio
By: Sharon Christich

4600417v2

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 recorded as Instrument Number 200603210052558 of the records of the Franklin County, Ohio Recorder ("First Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 163, Pages 70-77 of the records of the Franklin County, Ohio Recorder("First Drawings").

C. The Declaration was further amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Franklin County, Ohio Recorder ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 165, Pages 96-113, of the records of the Franklin County, Ohio Recorder ("Second Drawings").

D. The Declaration was further amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Franklin County, Ohio Recorder ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 168, Pages 28-53, of the records of the Franklin County, Ohio Recorder ("Third Drawings").

E. The Declaration was further amended to add additional Units pursuant to that certain Fourth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 14, 2006 and filed for record as Instrument Number 200608250169152 of the records of the Franklin County, Ohio Recorder ("Fourth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 174, Pages 6-20, of the records of the Franklin County, Ohio Recorder ("Fourth Drawings").

F. The Declaration was further amended to add additional Units pursuant to that certain Fifth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 31, 2006 and filed for record as Instrument Number 200611080224434 of the records of the Franklin County, Ohio Recorder ("Fifth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 178, Pages 37-54, of the records of the Franklin County, Ohio Recorder ("Fifth Drawings").

G. The Declaration was further amended to add additional Units pursuant to that certain Sixth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated December 20, 2006 and filed for record as Instrument Number 200701030001222 of the records of the Franklin County, Ohio Recorder ("Sixth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 180, Pages 68-73, of the records of the Franklin County, Ohio Recorder ("Sixth Drawings").

H. The Declaration was further amended to add additional Units pursuant to that certain Seventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated February 19, 2007 and filed for record as Instrument Number 200703010035542 of the records of the Franklin County, Ohio Recorder ("Seventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 182, Pages 91-117, of the records of the Franklin County, Ohio Recorder ("Seventh Drawings").

I. The Declaration was further amended to add additional Units pursuant to that certain Eighth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 11, 2007 and filed for record as Instrument Number 200705170086364 of the records of the Franklin County, Ohio Recorder ("Eighth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 186, Pages 58-78, of the records of the Franklin County, Ohio Recorder ("Eighth Drawings").

J. The Declaration was further amended to add additional Units pursuant to that certain Ninth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 23, 2007 and filed for record as Instrument Number 200709070158398 of the records of the Franklin County, Ohio Recorder ("Ninth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 191, Pages 60-78, of the records of the Franklin County, Ohio Recorder ("Ninth Drawings").

K. The Declaration was further amended to add additional Units pursuant to that certain Tenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated November 21, 2007 and filed for record as Instrument Number 200712050209341 of the records of the Franklin County, Ohio Recorder ("Tenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 196, Pages 74-97, of the records of the Franklin County, Ohio Recorder ("Tenth Drawings").

L. The Declaration was further amended to add additional Units pursuant to that certain Eleventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 31, 2008 and filed for record as Instrument Number 200804040051234 of the records of the Franklin County, Ohio Recorder ("Eleventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 201, Pages 36-62, of the records of the Franklin County, Ohio Recorder ("Eleventh Drawings").

M. The Declaration was further amended to add additional Units pursuant to that certain Twelfth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 30, 2008 and filed for record as Instrument Number 200806090087843 of the records of the Franklin County, Ohio Recorder ("Twelfth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 203, Pages 62-89, of the records of the Franklin County, Ohio Recorder ("Twelfth Drawings").

N. The Declaration was further amended to add additional Units pursuant to that certain Thirteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 9, 2009 and filed for record as Instrument Number 200903190038762 of the records of the Franklin County, Ohio Recorder ("Thirteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 209, Pages 34-42, of the records of the Franklin County, Ohio Recorder ("Thirteenth Drawings").

O. The Declaration was further amended to add additional Units pursuant to that certain Fourteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 14, 2009 and filed for record as Instrument Number 200910290156251 of the records of the Franklin County, Ohio Recorder ("Fourteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 213, Pages 5-11, of the records of the Franklin County, Ohio Recorder ("Fourteenth Drawings").

P. The Declaration was further amended to add additional Units pursuant to that certain Fifteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 5, 2010 and filed for record as Instrument Number 201004130044257 of the records of the Franklin County, Ohio Recorder ("Fifteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 216, Pages 1-28, of the records of the Franklin County, Ohio Recorder ("Fifteenth Drawings").

Q. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant (The Falls at Hayden Run, Ltd.) desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property (hereinafter described) meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium to be added pursuant to this Amendment, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of approximately 0.508 acres, more or less, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto as "Exhibit B" and is hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto as "Exhibit C" and is hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains one (1) residential building containing seven (7) dwelling units, expanding the Condominium to contain a total of four hundred sixty-four (464) dwelling units, each of which is called a "Unit".

The residential building contains three-level (one of which levels is a basement level for some residential buildings) townhouse style dwelling units. Each Unit has a poured concrete lower level (or slab), with J-Cote waterproofing. Further, each Unit consists of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall.

Each Unit added hereby has Limited Common Elements, which Limited Common Elements are described in greater detail in Section 7(b) herein below and are shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and

architectural style and design to the improvements which are currently a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Sixteenth Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto as "Exhibit D", and is hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the buildings designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding (as appropriate) those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, the Second Drawings, the Third Drawings, the Fourth Drawings, the Fifth Drawings, the Sixth Drawings the Seventh Drawings, the Eighth Drawings, the Ninth Drawings, the Tenth Drawings, Eleventh Drawings, Twelfth Drawings, Thirteenth Drawings, Fourteenth Drawings and the Fifteenth Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added to the Condominium Property, along with all of the other land and all improvements thereon and appurtenances thereto (except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit) are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements are comprised as follows: (A) front porch or stoop areas for each Unit added, and (B) as to the seven (7) Units in the Wellington style building, a rear deck area (if any) and two (2) parking spaces immediately outside the attached garage door opening. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium (as expanded hereby) as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration, adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property. In other words, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 8th day of June, 2011.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
L. Brent Miller, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by L. Brent Miller, the President of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 8th day of June, 2011.

NOTARIAL SEAL STATE OF OHIO
THOMAS ROBERT BROWNLEE JR
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

_____
Notary Public

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
SIXTEENTH AMENDMENT

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at a southwesterly corner of "The Falls at Hayden Run Condominium Tenth Amendment Part 1" of record in Condominium Plat Book 196, Page 74, a northwesterly corner of "The Falls at Hayden Run Condominium Ninth Amendment" of record in Condominium Plat Book 191, Page 60;

thence South 05° 45' 39" East, with the westerly line of said "The Falls at Hayden Run Condominium Ninth Amendment", a distance of 132.25 feet to a point;

thence South 84° 14' 21" West, across said 73.476 acre tract, a distance of 121.17 feet to an iron pin set in the easterly line of that 1.837 acre tract conveyed to Bryce A. and Julie L. Oliver by deed of record in Official Record 11082D02;

thence North 06° 37' 21" West, with the easterly line of said 1.837 acre tract, a distance of 180.52 feet to an iron pin set;

thence North 84° 14' 21" East, across said 73.476 acre tract, a distance of 123.88 feet to a point in the westerly line of said "The Falls at Hayden Run Condominium Tenth Amendment Part 1";

thence South 05° 45' 39" East, with the westerly line of said "The Falls at Hayden Run Condominium Tenth Amendment Part 1", a distance of 48.25 feet to the POINT OF BEGINNING, and containing 0.508 acre of land, more or less, and being out of Auditor's Parcel number 485-273439.

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

This description is based on an actual field survey performed in October of 2004.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Edward J. Miller
Registered Surveyor No. 8250

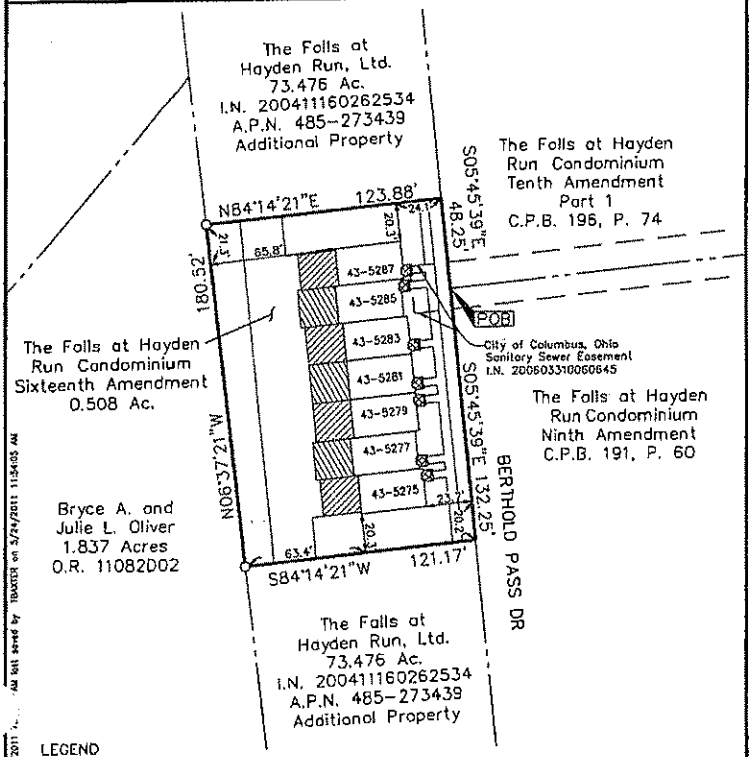
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EXHIBIT "B"

FALLS AT HAYDEN RUN CONDOMINIUM
SIXTEENTH AMENDMENT
DECLARATION OF CONDOMINIUM

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
1500 New Albany Road, Columbus, OH 43054
Phone: 614 775-4500 Toll Free: 866 775 3648
emht.com

Date: May 18, 2011	Job No. 2011-0670	Scale: 1" = 60'



LEGEND

Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

= Limited Common Element

43-5275 = Unit Designation

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

60' 0 60' 120'

GRAPHIC SCALE (in feet)

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

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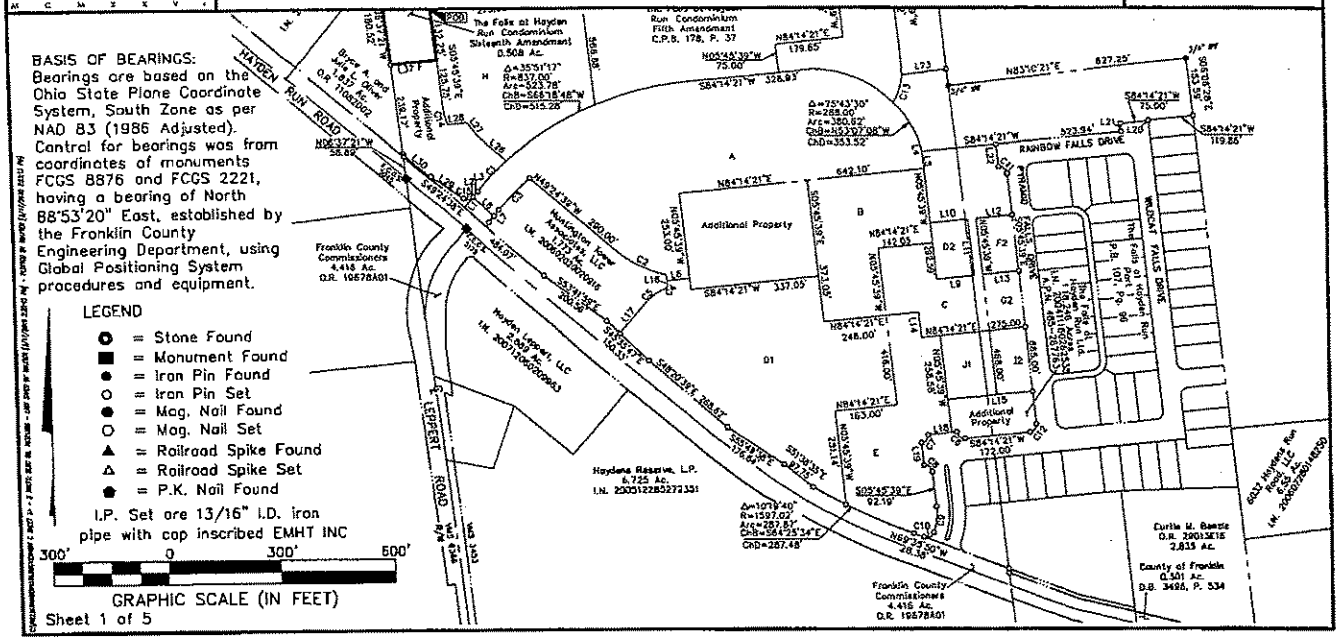
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EXHIBIT "C"

FALLS AT HAYDEN RUN CONDOMINIUM
SIXTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: May 18, 2011
Scale: 1" = 300'
Job No. 2011-0670

EMH&T
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Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
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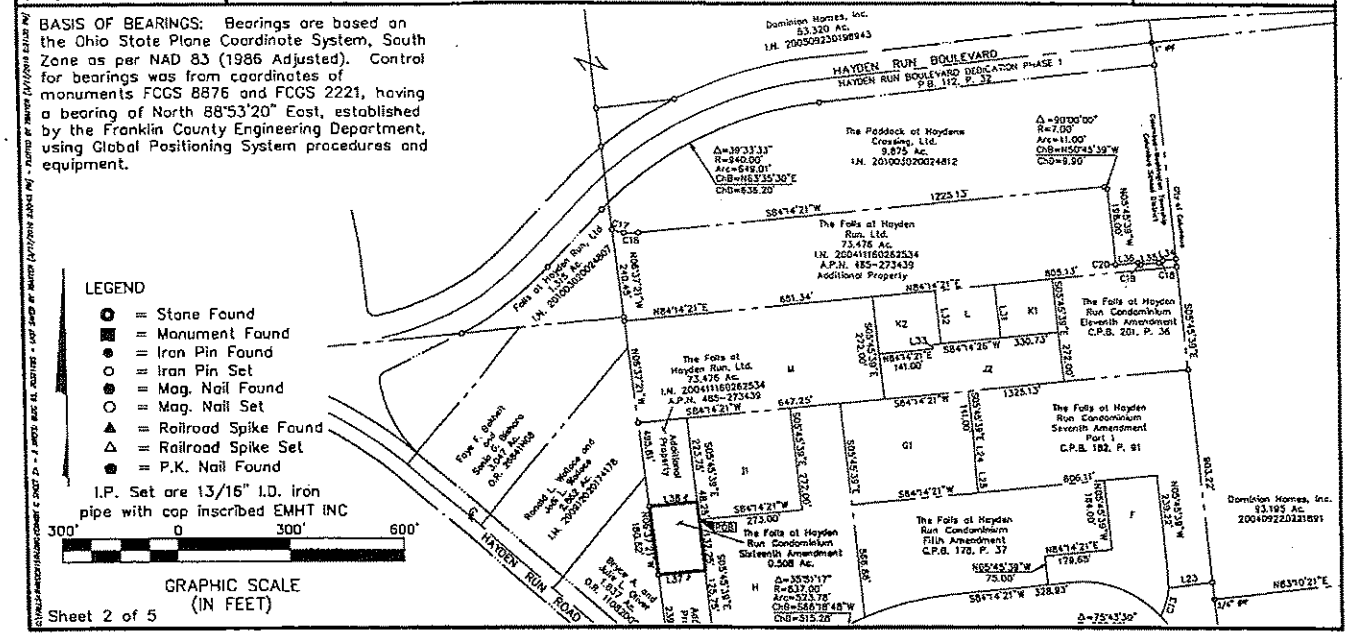


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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SIXTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date:	May 18, 2011
Scale:	1" = 300'
Job No:	2011-0671

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



LEGEND

- ● = Stone Found
- ■ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ● = Mag. Nail Found
- ○ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ● = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

EMH&T

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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SIXTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: May 18, 2011
Scale: 1" = 100'
Job No: 2011-0670

A The Falls at Hayden Run Condominium C.P.B. 156, P. 16

B The Falls at Hayden Run Condominium First Amendment C.P.B. 163, P. 70

C The Falls at Hayden Run Condominium Second Amendment C.P.B. 165, P. 96

D1 The Falls at Hayden Run Condominium Third Amendment Part 1 C.P.B. 168, P. 28

D2 The Falls at Hayden Run Condominium Third Amendment Part 2 C.P.B. 168, P. 28

E The Falls at Hayden Run Condominium Fourth Amendment C.P.B. 174, P. 6

F1 The Falls at Hayden Run Condominium Sixth Amendment C.P.B. 180, P. 68

F2 The Falls at Hayden Run Condominium Seventh Amendment Part 2 C.P.B. 182, P. 91

G1 The Falls at Hayden Run Condominium Eighth Amendment Part 1 C.P.B. 186, P. 58

G2 The Falls at Hayden Run Condominium Eighth Amendment Part 2 C.P.B. 186, P. 58

H The Falls at Hayden Run Condominium Ninth Amendment C.P.B. 191, P. 60

I1 The Falls at Hayden Run Condominium Tenth Amendment Part 1 C.P.B. 196, P. 74

I2 The Falls at Hayden Run Condominium Tenth Amendment Part 2 C.P.B. 196, P. 74

J1 The Falls at Hayden Run Condominium Twelfth Amendment C.P.B. 203, P. 62

J2 The Falls at Hayden Run Condominium Twelfth Amendment C.P.B. 203, P. 62

K1 The Falls at Hayden Run Condominium Thirteenth Amendment Part 1 C.P.B. 209, p. 34

K2 The Falls at Hayden Run Condominium Thirteenth Amendment Part 2 C.P.B. 209, p. 34

L The Falls at Hayden Run Condominium Fourteenth Amendment C.P.B. 213, P. 5

M The Falls at Hayden Run Condominium Fifteenth Amendment C.P.B. 216, P. 1

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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SIXTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: May 18, 2011 | Job No. 2011-0670 | Scale: 1" = 300'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S40°35'22"W	34.58'
L2	S40°35'22"W	1.01'
L3	S43°18'47"W	21.09'
L4	S05°45'26"E	5.84'
L5	S05°45'24"E	46.00'
L6	N84°14'21"E	59.00'
L7	N40°35'21"E	20.91'
L8	N49°24'39"W	76.00'
L9	S84°14'21"W	98.95'
L10	N84°14'21"E	98.95'
L11	N05°45'39"W	149.09'
L12	N84°14'21"E	95.00'
L13	N84°14'21"E	95.00'
L14	N05°45'39"W	67.37'
L15	N84°15'13"E	225.00'
L16	S05°45'39"E	28.28'
L17	S40°35'21"W	107.18'
L18	N84°14'21"E	76.00'
L19	N05°45'39"W	60.00'
L20	N05°45'39"W	1.71'
L21	S05°45'39"E	21.50'
L22	N05°45'39"W	60.00'
L23	S82°32'32"W	118.60'
L24	N02°20'40"W	67.12'
L25	N05°45'39"W	64.00'
L26	S49°24'39"E	108.01'
L27	S37°27'28"E	39.91'
L28	N84°14'21"E	52.71'
L29	N55°07'06"W	101.75'
L30	N49°24'28"W	93.71'
L31	N05°45'39"W	141.00'
L32	N05°45'39"W	141.00'
L33	N05°45'39"W	11.00'
L34	N84°14'21"E	35.00'
L35	N84°14'21"E	48.00'
L36	N84°14'21"E	60.14'
L37	S84°14'21"W	121.17'
L38	N84°14'21"E	123.88'

EMH&T
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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SIXTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: May 18, 2011 | Job No. 2011-0570 | Scale: 1" = 300'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH BRG	CH
C1	07°47'08"	837.00'	113.73'	S44°29'30"W	113.65'
C2	27°37'38"	306.00'	147.55'	S63°13'27"E	146.12'
C3	08°47'39"	762.00'	116.96'	S44°59'09"W	116.84'
C4	74°19'53"	7.00'	9.08'	N31°24'18"E	8.46'
C5	27°58'54"	130.00'	63.49'	S54°34'47"W	62.86'
C6	90°00'00"	20.00'	31.42'	S50°45'39"E	28.28'
C7	90°00'00"	20.00'	31.42'	N39°14'21"E	28.28'
C8	90°00'00"	20.00'	31.42'	N50°45'39"W	28.28'
C9	24°58'02"	162.00'	70.59'	N06°43'23"E	70.04'
C10	91°12'13"	20.00'	31.84'	N64°48'30"E	28.58'
C11	90°00'00"	20.00'	31.42'	N50°45'39"W	28.28'
C12	90°00'00"	20.00'	31.42'	N39°14'21"E	28.28'
C13	26°43'00"	164.78'	76.84'	N17°29'53"E	76.14'
C14	16°37'34"	166.00'	48.17'	S14°04'26"E	48.00'
C15	84°17'18"	20.00'	29.42'	N82°46'41"E	26.84'
C16	15°56'41"	134.03'	37.30'	N89°51'36"E	37.18'
C17	13°39'20"	130.00'	30.98'	S75°20'24"E	30.91'
C18	53°07'48"	15.00'	13.91'	S57°40'27"W	13.42'
C19	81°47'12"	7.00'	9.99'	N54°52'02"W	9.17'
C20	08°12'48"	7.00'	1.00'	N01°39'15"W	1.00'

EXHIBIT "D"

SIXTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

SIXTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00169
17-5539	Franklin	17	--	0.7231	0.00169
17-5541	Franklin	17	--	0.7231	0.00169
17-5543	Franklin	17	--	0.7231	0.00169
17-5545	Franklin	17	--	0.7231	0.00169
17-5547	Franklin	17	--	0.7231	0.00169
17-5549	Franklin	17	--	0.7231	0.00169
17-5551	Franklin	17	--	0.7231	0.00169
18-5561	Wellington	18	--	0.9534	0.00223
18-5563	Wellington	18	--	0.9534	0.00223
18-5565	Wellington	18	--	0.9534	0.00223
18-5567	Wellington	18	--	0.9534	0.00223
18-5569	Wellington	18	--	0.9534	0.00223
18-5571	Wellington	18	--	0.9534	0.00223
18-5573	Wellington	18	--	0.9534	0.00223
19-5581	Stansbury	19	B2	0.8218	0.00192
19-5583	Stansbury	19	B2	0.8218	0.00192
19-5585	Stansbury	19	B1	0.8218	0.00192
19-5587	Stansbury	19	B2	0.8218	0.00192
19-5589	Stansbury	19	B2	0.8218	0.00192
19-5591	Stansbury	19	B1	0.8218	0.00192
19-5593	Stansbury	19	B2	0.8218	0.00192
19-5595	Stansbury	19	B2	0.8218	0.00192
20-5602	Cromwell	20	C	1.2759	0.00298
20-5606	Cromwell	20	C	1.2759	0.00298
20-5610	Cromwell	20	C	1.2759	0.00298
20-5614	Cromwell	20	C	1.2759	0.00298
21-5582	Wellington	21	--	0.9534	0.00223
21-5584	Wellington	21	--	0.9534	0.00223
21-5586	Wellington	21	--	0.9534	0.00223
21-5588	Wellington	21	--	0.9534	0.00223
21-5590	Wellington	21	--	0.9534	0.00223
21-5592	Wellington	21	--	0.9534	0.00223
21-5594	Wellington	21	--	0.9534	0.00223

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00192
22-5562	Stansbury	22	B2	0.8218	0.00192
22-5564	Stansbury	22	B1	0.8218	0.00192
22-5566	Stansbury	22	B2	0.8218	0.00192
22-5568	Stansbury	22	B2	0.8218	0.00192
22-5570	Stansbury	22	B1	0.8218	0.00192
22-5572	Stansbury	22	B2	0.8218	0.00192
22-5574	Stansbury	22	B2	0.8218	0.00192
23-5603	Reserve	23	D2	0.9837	0.00230
23-5605	Reserve	23	D2	0.9837	0.00230
23-5607	Reserve	23	D2	0.9837	0.00230
23-5609	Reserve	23	D2	0.9837	0.00230
24-5625	Austin	24	B	0.8482	0.00198
24-5627	Austin	24	B	0.8482	0.00198
24-5629	Austin	24	B	0.8482	0.00198
24-5631	Austin	24	B	0.8482	0.00198
24-5633	Austin	24	B	0.8482	0.00198
24-5635	Austin	24	B	0.8482	0.00198
7-5535	Reserve	7	D2	0.9837	0.00230
7-5537	Reserve	7	D2	0.9837	0.00230
7-5539	Reserve	7	D2	0.9837	0.00230
7-5541	Reserve	7	D2	0.9837	0.00230
7-5543	Reserve	7	D2	0.9837	0.00230
7-5545	Reserve	7	D2	0.9837	0.00230
7-5547	Reserve	7	D2	0.9837	0.00230
7-5549	Reserve	7	D2	0.9837	0.00230
12-5190	Austin	12	B	0.8482	0.00198
12-5188	Austin	12	B	0.8482	0.00198
12-5186	Austin	12	B	0.8482	0.00198
12-5184	Austin	12	B	0.8482	0.00198
12-5182	Austin	12	B	0.8482	0.00198
12-5180	Austin	12	B	0.8482	0.00198
12-5178	Austin	12	B	0.8482	0.00198
12-5176	Austin	12	B	0.8482	0.00198
5A-5182	Ternbury	5A	R	1.3153	0.00307
5A-5178	Ternbury	5A	R	1.3153	0.00307
5A-5174	Ternbury	5A	R	1.3153	0.00307
5A-5170	Ternbury	5A	R	1.3153	0.00307

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00230
1-5513	Reserve	1	D2	0.9837	0.00230
1-5515	Reserve	1	D2	0.9837	0.00230
1-5517	Reserve	1	D2	0.9837	0.00230
1-5519	Reserve	1	D2	0.9837	0.00230
1-5521	Reserve	1	D2	0.9837	0.00230
1-5523	Reserve	1	D2	0.9837	0.00230
1-5525	Reserve	1	D2	0.9837	0.00230
8-5177	Cromwell	8	C	1.2759	0.00298
8-5181	Cromwell	8	C	1.2759	0.00298
8-5185	Cromwell	8	C+	1.3285	0.00311
8-5189	Cromwell	8	C	1.2759	0.00298
8-5193	Cromwell	8	C	1.2759	0.00298
6-5202	Ternbury	6	R	1.3153	0.00307
6-5198	Ternbury	6	R	1.3153	0.00307
6-5194	Ternbury	6	R	1.3153	0.00307
6-5190	Ternbury	6	R	1.3153	0.00307
11-5168	Reserve	11	D2	0.9837	0.00230
11-5166	Reserve	11	D2	0.9837	0.00230
11-5164	Reserve	11	D2	0.9837	0.00230
11-5162	Reserve	11	D2	0.9837	0.00230
11-5160	Reserve	11	D2	0.9837	0.00230
11-5158	Reserve	11	D2	0.9837	0.00230
11-5156	Reserve	11	D2	0.9837	0.00230
11-5154	Reserve	11	D2	0.9837	0.00230
11-5152	Reserve	11	D2	0.9837	0.00230
13-5557	Wellington	13	--	0.9534	0.00223
13-5559	Wellington	13	--	0.9534	0.00223
13-5561	Wellington	13	--	0.9534	0.00223
13-5563	Wellington	13	--	0.9534	0.00223
13-5565	Wellington	13	--	0.9534	0.00223
13-5567	Wellington	13	--	0.9534	0.00223
13-5569	Wellington	13	--	0.9534	0.00223
14-5155	Franklin	14	--	0.7231	0.00169
14-5157	Franklin	14	--	0.7231	0.00169
14-5159	Franklin	14	--	0.7231	0.00169
14-5161	Franklin	14	--	0.7231	0.00169
14-5163	Franklin	14	--	0.7231	0.00169
14-5165	Franklin	14	--	0.7231	0.00169
14-5167	Franklin	14	--	0.7231	0.00169
14-5169	Franklin	14	--	0.7231	0.00169
14-5171	Franklin	14	--	0.7231	0.00169
14-5173	Franklin	14	--	0.7231	0.00169

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
15-5577	Stansbury	15	B2	0.8218	0.00192
15-5579	Stansbury	15	B2	0.8218	0.00192
15-5581	Stansbury	15	B1	0.8218	0.00192
15-5583	Stansbury	15	B2	0.8218	0.00192
15-5585	Stansbury	15	B2	0.8218	0.00192
15-5587	Stansbury	15	B1	0.8218	0.00192
15-5589	Stansbury	15	B2	0.8218	0.00192
15-5591	Stansbury	15	B2	0.8218	0.00192
16-5147	Burke	16	--	0.9666	0.00226
16-5143	Burke	16	--	0.9666	0.00226
16-5139	Burke	16	--	0.9666	0.00226
16-5135	Burke	16	--	0.9666	0.00226
9-5151	Cromwell	9	C	1.2759	0.00298
9-5155	Cromwell	9	C	1.2759	0.00298
9-5159	Cromwell	9	C	1.2759	0.00298
9-5163	Cromwell	9	C	1.2759	0.00298
9-5167	Cromwell	9	C	1.2759	0.00298
9-5169	Cromwell	9	C	1.2759	0.00298
10-5544	Reserve	10	D2	0.9837	0.00230
10-5542	Reserve	10	D2	0.9837	0.00230
10-5540	Reserve	10	D2	0.9837	0.00230
10-5538	Reserve	10	D2	0.9837	0.00230
10-5536	Reserve	10	D2	0.9837	0.00230
10-5534	Reserve	10	D2	0.9837	0.00230
10-5532	Reserve	10	D2	0.9837	0.00230
10-5530	Reserve	10	D2	0.9837	0.00230
30-5545	Reserve	30	D2	0.9837	0.00230
30-5547	Reserve	30	D2	0.9837	0.00230
30-5549	Reserve	30	D2	0.9837	0.00230
30-5551	Reserve	30	D2	0.9837	0.00230
30-5553	Reserve	30	D2	0.9837	0.00230
30-5555	Reserve	30	D2	0.9837	0.00230
31-5567	Reserve	31	D2	0.9837	0.00230
31-5569	Reserve	31	D2	0.9837	0.00230
31-5571	Reserve	31	D2	0.9837	0.00230
31-5573	Reserve	31	D2	0.9837	0.00230
31-5575	Reserve	31	D2	0.9837	0.00230
31-5577	Reserve	31	D2	0.9837	0.00230

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
32-5589	Reserve	32	D2	0.9837	0.00230
32-5591	Reserve	32	D2	0.9837	0.00230
32-5593	Reserve	32	D2	0.9837	0.00230
32-5595	Reserve	32	D2	0.9837	0.00230
32-5597	Reserve	32	D2	0.9837	0.00230
32-5599	Reserve	32	D2	0.9837	0.00230
33-5288	Austin	33	B	0.8482	0.00198
33-5286	Austin	33	B	0.8482	0.00198
33-5284	Austin	33	B	0.8482	0.00198
33-5282	Austin	33	B	0.8482	0.00198
33-5280	Austin	33	B	0.8482	0.00198
33-5278	Austin	33	B	0.8482	0.00198
34-5274	Austin	34	B	0.8482	0.00198
34-5272	Austin	34	B	0.8482	0.00198
34-5270	Austin	34	B	0.8482	0.00198
34-5268	Austin	34	B	0.8482	0.00198
34-5266	Austin	34	B	0.8482	0.00198
34-5264	Austin	34	B	0.8482	0.00198
35-5600	Wellington	35	--	0.9534	0.00223
35-5598	Wellington	35	--	0.9534	0.00223
35-5596	Wellington	35	--	0.9534	0.00223
35-5594	Wellington	35	--	0.9534	0.00223
35-5592	Wellington	35	--	0.9534	0.00223
35-5590	Wellington	35	--	0.9534	0.00223
35-5588	Wellington	35	--	0.9534	0.00223
36-5578	Stansbury	36	B2	0.8218	0.00192
36-5576	Stansbury	36	B2	0.8218	0.00192
36-5574	Stansbury	36	B1	0.8218	0.00192
36-5572	Stansbury	36	B2	0.8218	0.00192
36-5570	Stansbury	36	B2	0.8218	0.00192
36-5568	Stansbury	36	B1	0.8218	0.00192
36-5566	Stansbury	36	B2	0.8218	0.00192
36-5564	Stansbury	36	B2	0.8218	0.00192
28-5255	Austin	28	B	0.8482	0.00198
28-5257	Austin	28	B	0.8482	0.00198
28-5259	Austin	28	B	0.8482	0.00198
28-5261	Austin	28	B	0.8482	0.00198
28-5263	Austin	28	B	0.8482	0.00198
28-5265	Austin	28	B	0.8482	0.00198

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
29-5269	Austin	29	B	0.8482	0.00198
29-5271	Austin	29	B	0.8482	0.00198
29-5273	Austin	29	B	0.8482	0.00198
29-5275	Austin	29	B	0.8482	0.00198
29-5277	Austin	29	B	0.8482	0.00198
29-5279	Austin	29	B	0.8482	0.00198
37-5554	Wellington	37	--	0.9534	0.00223
37-5552	Wellington	37	--	0.9534	0.00223
37-5550	Wellington	37	--	0.9534	0.00223
37-5548	Wellington	37	--	0.9534	0.00223
37-5546	Wellington	37	--	0.9534	0.00223
37-5544	Wellington	37	--	0.9534	0.00223
37-5542	Wellington	37	--	0.9534	0.00223
2-5189	Ternbury	2	R	1.3153	0.00307
2-5193	Ternbury	2	R	1.3153	0.00307
2-5197	Ternbury	2	R	1.3153	0.00307
2-5201	Ternbury	2	R	1.3153	0.00307
25-5272	Franklin	25	--	0.7231	0.00169
25-5270	Franklin	25	--	0.7231	0.00169
25-5268	Franklin	25	--	0.7231	0.00169
25-5266	Franklin	25	--	0.7231	0.00169
25-5264	Franklin	25	--	0.7231	0.00169
25-5262	Franklin	25	--	0.7231	0.00169
25-5260	Franklin	25	--	0.7231	0.00169
25-5258	Franklin	25	--	0.7231	0.00169
26-5292	Stansbury	26	B2	0.8218	0.00192
26-5290	Stansbury	26	B2	0.8218	0.00192
26-5288	Stansbury	26	B1	0.8218	0.00192
26-5286	Stansbury	26	B2	0.8218	0.00192
26-5284	Stansbury	26	B2	0.8218	0.00192
26-5282	Stansbury	26	B1	0.8218	0.00192
26-5280	Stansbury	26	B2	0.8218	0.00192
26-5278	Stansbury	26	B2	0.8218	0.00192
27-5312	Franklin	27	--	0.7231	0.00169
27-5310	Franklin	27	--	0.7231	0.00169
27-5308	Franklin	27	--	0.7231	0.00169
27-5306	Franklin	27	--	0.7231	0.00169
27-5304	Franklin	27	--	0.7231	0.00169
27-5302	Franklin	27	--	0.7231	0.00169
27-5300	Franklin	27	--	0.7231	0.00169
27-5298	Franklin	27	--	0.7231	0.00169

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
45-5293	Reserve	45	D2	0.9837	0.00230
45-5295	Reserve	45	D2	0.9837	0.00230
45-5297	Reserve	45	D2	0.9837	0.00230
45-5299	Reserve	45	D2	0.9837	0.00230
45-5301	Reserve	45	D2	0.9837	0.00230
45-5303	Reserve	45	D2	0.9837	0.00230
45-5305	Reserve	45	D2	0.9837	0.00230
45-5307	Reserve	45	D2	0.9837	0.00230
46-5547	Reserve	46	D2	0.9837	0.00230
46-5549	Reserve	46	D2	0.9837	0.00230
46-5551	Reserve	46	D2	0.9837	0.00230
46-5553	Reserve	46	D2	0.9837	0.00230
46-5555	Reserve	46	D2	0.9837	0.00230
46-5557	Reserve	46	D2	0.9837	0.00230
47-5567	Austin	47	B	0.8482	0.00198
47-5569	Austin	47	B	0.8482	0.00198
47-5571	Austin	47	B	0.8482	0.00198
47-5573	Austin	47	B	0.8482	0.00198
47-5575	Austin	47	B	0.8482	0.00198
47-5577	Austin	47	B	0.8482	0.00198
47-5579	Austin	47	B	0.8482	0.00198
47-5581	Austin	47	B	0.8482	0.00198
52-5578	Wellington	52	--	0.9534	0.00223
52-5576	Wellington	52	--	0.9534	0.00223
52-5574	Wellington	52	--	0.9534	0.00223
52-5572	Wellington	52	--	0.9534	0.00223
52-5570	Wellington	52	--	0.9534	0.00223
52-5568	Wellington	52	--	0.9534	0.00223
52-5566	Wellington	52	--	0.9534	0.00223
53-5556	Stansbury	53	B2	0.8218	0.00192
53-5554	Stansbury	53	B2	0.8218	0.00192
53-5552	Stansbury	53	B1	0.8218	0.00192
53-5550	Stansbury	53	B2	0.8218	0.00192
53-5548	Stansbury	53	B2	0.8218	0.00192
53-5546	Stansbury	53	B1	0.8218	0.00192
53-5544	Stansbury	53	B2	0.8218	0.00192
53-5542	Stansbury	53	B2	0.8218	0.00192
2A-5169	Ternbury	2A	R	1.3153	0.00307
2A-5173	Ternbury	2A	R	1.3153	0.00307
2A-5177	Ternbury	2A	R	1.3153	0.00307
2A-5181	Ternbury	2A	R	1.3153	0.00307

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
48-5591	Reserve	48	D2	0.9837	0.00230
48-5593	Reserve	48	D2	0.9837	0.00230
48-5595	Reserve	48	D2	0.9837	0.00230
48-5597	Reserve	48	D2	0.9837	0.00230
48-5599	Reserve	48	D2	0.9837	0.00230
48-5601	Reserve	48	D2	0.9837	0.00230
49-5308	Austin	49	B	0.8482	0.00198
49-5310	Austin	49	B	0.8482	0.00198
49-5312	Austin	49	B	0.8482	0.00198
49-5314	Austin	49	B	0.8482	0.00198
49-5316	Austin	49	B	0.8482	0.00198
49-5318	Austin	49	B	0.8482	0.00198
50-5294	Austin	50	B	0.8482	0.00198
50-5296	Austin	50	B	0.8482	0.00198
50-5298	Austin	50	B	0.8482	0.00198
50-5300	Austin	50	B	0.8482	0.00198
50-5302	Austin	50	B	0.8482	0.00198
50-5304	Austin	50	B	0.8482	0.00198
51-5588	Stansbury	51	B2	0.8218	0.00192
51-5590	Stansbury	51	B2	0.8218	0.00192
51-5592	Stansbury	51	B1	0.8218	0.00192
51-5594	Stansbury	51	B2	0.8218	0.00192
51-5596	Stansbury	51	B2	0.8218	0.00192
51-5598	Stansbury	51	B1	0.8218	0.00192
51-5600	Stansbury	51	B2	0.8218	0.00192
51-5602	Stansbury	51	B2	0.8218	0.00192
38-5267	Reserve	38	D2	0.9837	0.00230
38-5269	Reserve	38	D2	0.9837	0.00230
38-5271	Reserve	38	D2	0.9837	0.00230
38-5273	Reserve	38	D2	0.9837	0.00230
38-5277	Reserve	38	D2	0.9837	0.00230
38-5279	Reserve	38	D2	0.9837	0.00230
38-5281	Reserve	38	D2	0.9837	0.00230
38-5283	Reserve	38	D2	0.9837	0.00230
39-5629	Franklin	39	--	0.7231	0.00169
39-5631	Franklin	39	--	0.7231	0.00169
39-5633	Franklin	39	--	0.7231	0.00169
39-5635	Franklin	39	--	0.7231	0.00169
39-5637	Franklin	39	--	0.7231	0.00169
39-5639	Franklin	39	--	0.7231	0.00169

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
40-5258	Wellington	40	--	0.9534	0.00223
40-5260	Wellington	40	--	0.9534	0.00223
40-5262	Wellington	40	--	0.9534	0.00223
40-5264	Wellington	40	--	0.9534	0.00223
40-5266	Wellington	40	--	0.9534	0.00223
40-5268	Wellington	40	--	0.9534	0.00223
40-5270	Wellington	40	--	0.9534	0.00223
40-5272	Wellington	40	--	0.9534	0.00223
41-5628	Franklin	41	--	0.7231	0.00169
41-5630	Franklin	41	--	0.7231	0.00169
41-5632	Franklin	41	--	0.7231	0.00169
41-5634	Franklin	41	--	0.7231	0.00169
41-5636	Franklin	41	--	0.7231	0.00169
41-5638	Franklin	41	--	0.7231	0.00169
54-5297	Reserve	54	D2	0.9837	0.00230
54-5299	Reserve	54	D2	0.9837	0.00230
54-5301	Reserve	54	D2	0.9837	0.00230
54-5303	Reserve	54	D2	0.9837	0.00230
54-5307	Reserve	54	D2	0.9837	0.00230
54-5309	Reserve	54	D2	0.9837	0.00230
54-5311	Reserve	54	D2	0.9837	0.00230
54-5313	Reserve	54	D2	0.9837	0.00230
3-5149	Ternbury	3	R	1.3153	0.00307
3-5153	Ternbury	3	R	1.3153	0.00307
3-5157	Ternbury	3	R	1.3153	0.00307
3-5161	Ternbury	3	R	1.3153	0.00307
55-5631	Reserve	55	D2	0.9837	0.00230
55-5633	Reserve	55	D2	0.9837	0.00230
55-5635	Reserve	55	D2	0.9837	0.00230
55-5637	Reserve	55	D2	0.9837	0.00230
56-5310	Austin	56	B	0.8482	0.00198
56-5308	Austin	56	B	0.8482	0.00198
56-5306	Austin	56	B	0.8482	0.00198
56-5304	Austin	56	B	0.8482	0.00198
56-5302	Austin	56	B	0.8482	0.00198
56-5300	Austin	56	B	0.8482	0.00198
56A-5296	Austin	56A	B	0.8482	0.00198
56A-5294	Austin	56A	B	0.8482	0.00198
56A-5290	Austin	56A	B	0.8482	0.00198
56A-5288	Austin	56A	B	0.8482	0.00198
56A-5286	Austin	56A	B	0.8482	0.00198
56A-5284	Austin	56A	B	0.8482	0.00198

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
57-5636	Reserve	57	D2	0.9837	0.00230
57-5634	Reserve	57	D2	0.9837	0.00230
57-5632	Reserve	57	D2	0.9837	0.00230
57-5630	Reserve	57	D2	0.9837	0.00230
58-5333	Austin	58	B	0.8482	0.00198
58-5335	Austin	58	B	0.8482	0.00198
58-5337	Austin	58	B	0.8482	0.00198
58-5339	Austin	58	B	0.8482	0.00198
58-5341	Austin	58	B	0.8482	0.00198
58-5343	Austin	58	B	0.8482	0.00198
59-5349	Austin	59	B	0.8482	0.00198
59-5351	Austin	59	B	0.8482	0.00198
59-5353	Austin	59	B	0.8482	0.00198
59-5355	Austin	59	B	0.8482	0.00198
59-5357	Austin	59	B	0.8482	0.00198
59-5359	Austin	59	B	0.8482	0.00198
60-5601	Reserve	60	D2	0.9837	0.00230
60-5603	Reserve	60	D2	0.9837	0.00230
60-5605	Reserve	60	D2	0.9837	0.00230
60-5607	Reserve	60	D2	0.9837	0.00230
60-5609	Reserve	60	D2	0.9837	0.00230
60-5611	Reserve	60	D2	0.9837	0.00230
67-5546	Stansbury	67	B2	0.8218	0.00192
67-5548	Stansbury	67	B2	0.8218	0.00192
67-5550	Stansbury	67	B1	0.8218	0.00192
67-5552	Stansbury	67	B2	0.8218	0.00192
67-5554	Stansbury	67	B2	0.8218	0.00192
67-5556	Stansbury	67	B1	0.8218	0.00192
67-5558	Stansbury	67	B2	0.8218	0.00192
67-5560	Stansbury	67	B2	0.8218	0.00192
5-5150	Ternbury	5	R	1.3153	0.00307
5-5154	Ternbury	5	R	1.3153	0.00307
5-5158	Ternbury	5	R	1.3153	0.00307
5-5162	Ternbury	5	R	1.3153	0.00307
64-5328	Stansbury	64	B2	0.8218	0.00192
64-5330	Stansbury	64	B1	0.8218	0.00192
64-5332	Stansbury	64	B2	0.8218	0.00192
64-5334	Stansbury	64	B2	0.8218	0.00192
64-5336	Stansbury	64	B1	0.8218	0.00192
64-5338	Stansbury	64	B2	0.8218	0.00192

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
65-5578	Wellington	65	--	0.9534	0.00223
65-5580	Wellington	65	--	0.9534	0.00223
65-5582	Wellington	65	--	0.9534	0.00223
65-5584	Wellington	65	--	0.9534	0.00223
65-5586	Wellington	65	--	0.9534	0.00223
65-5588	Wellington	65	--	0.9534	0.00223
65-5590	Wellington	65	--	0.9534	0.00223
66-5566	Cromwell	66	C	1.2759	0.00298
66-5568	Cromwell	66	C	1.2759	0.00298
66-5570	Cromwell	66	C	1.2759	0.00298
66-5572	Cromwell	66	C	1.2759	0.00298
61-5625	Reserve	61	D2	0.9837	0.00230
61-5627	Reserve	61	D2	0.9837	0.00230
61-5629	Reserve	61	D2	0.9837	0.00230
61-5631	Reserve	61	D2	0.9837	0.00230
61-5633	Reserve	61	D2	0.9837	0.00230
61-5635	Reserve	61	D2	0.9837	0.00230
63-5354	Stansbury	63	B2	0.8218	0.00192
63-5352	Stansbury	63	B1	0.8218	0.00192
63-5350	Stansbury	63	B2	0.8218	0.00192
63-5348	Stansbury	63	B2	0.8218	0.00192
63-5346	Stansbury	63	B1	0.8218	0.00192
63-5344	Stansbury	63	B2	0.8218	0.00192
62-5647	Reserve	62	D2	0.9837	0.00230
62-5649	Reserve	62	D2	0.9837	0.00230
62-5651	Reserve	62	D2	0.9837	0.00230
62-5653	Reserve	62	D2	0.9837	0.00230
62-5655	Reserve	62	D2	0.9837	0.00230
62-5657	Reserve	62	D2	0.9837	0.00230
80-5327	Franklin	80	--	0.7231	0.00169
80-5329	Franklin	80	--	0.7231	0.00169
80-5331	Franklin	80	--	0.7231	0.00169
80-5333	Franklin	80	--	0.7231	0.00169
80-5335	Franklin	80	--	0.7231	0.00169
80-5337	Franklin	80	--	0.7231	0.00169

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
81-5341	Franklin	81	--	0.7231	0.00169
81-5343	Franklin	81	--	0.7231	0.00169
81-5345	Franklin	81	--	0.7231	0.00169
81-5347	Franklin	81	--	0.7231	0.00169
81-5349	Franklin	81	--	0.7231	0.00169
81-5351	Franklin	81	--	0.7231	0.00169
82-5642	Austin	82	B	0.8482	0.00198
82-5644	Austin	82	B	0.8482	0.00198
82-5646	Austin	82	B	0.8482	0.00198
82-5648	Austin	82	B	0.8482	0.00198
82-5650	Austin	82	B	0.8482	0.00198
82-5652	Austin	82	B	0.8482	0.00198
83-5729	Austin	83	B	0.8482	0.00198
83-5731	Austin	83	B	0.8482	0.00198
83-5733	Austin	83	B	0.8482	0.00198
83-5735	Austin	83	B	0.8482	0.00198
83-5737	Austin	83	B	0.8482	0.00198
83-5739	Austin	83	B	0.8482	0.00198
84-5326	Reserve	84	D2	0.9837	0.00230
84-5328	Reserve	84	D2	0.9837	0.00230
84-5330	Reserve	84	D2	0.9837	0.00230
84-5332	Reserve	84	D2	0.9837	0.00230
84-5334	Reserve	84	D2	0.9837	0.00230
84-5336	Reserve	84	D2	0.9837	0.00230
84-5338	Reserve	84	D2	0.9837	0.00230
84-5340	Reserve	84	D2	0.9837	0.00230
UNITS ADDED HEREBY:					
43-5275	Wellington	43	--	0.9534	0.00223
43-5277	Wellington	43	--	0.9534	0.00223
43-5279	Wellington	43	--	0.9534	0.00223
43-5281	Wellington	43	--	0.9534	0.00223
43-5283	Wellington	43	--	0.9534	0.00223
43-5285	Wellington	43	--	0.9534	0.00223
43-5287	Wellington	43	--	0.9534	0.00223
					1.00

EXHIBIT "F"

SIXTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Ternbury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

Condo plat # 201205080064607

201205080064606
Pgs: 39 $328.00 T20120033231
05/08/2012 2:40PM BXCONNOR LAND
Daphne Hawk
Franklin County Recorder

SEVENTEENTH AMENDMENT TO DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP FOR THE FALLS AT HAYDEN RUN CONDOMINIUM

This Seventeenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 17th day of April, 2012.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium recorded as Instrument 200510260225306 of the records of the Franklin County, Ohio Recorder (the "Declaration") and the Drawings filed in connection therewith recorded at Condominium Plat Book 156, pages 16-52 of the records of the Franklin County, Ohio Recorder ("Drawings").

CERTIFICATE OF AUDITOR

A copy of this Seventeenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Seventeenth Amendment to the Drawings attached thereto, was filed with this office on May 8, 2012.

By: Marion Christi For:
Auditor, Franklin County, Ohio
Clarence E. Mingo II

TRANSFERRED

MAY 08 2012

AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 136 PAGE 38-39

5340032v2

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 recorded as Instrument Number 200603210052558 of the records of the Franklin County, Ohio Recorder ("First Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 163, Pages 70-77 of the records of the Franklin County, Ohio Recorder("First Drawings").

C. The Declaration was further amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Franklin County, Ohio Recorder ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 165, Pages 96-113, of the records of the Franklin County, Ohio Recorder ("Second Drawings").

D. The Declaration was further amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Franklin County, Ohio Recorder ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 168, Pages 28-53, of the records of the Franklin County, Ohio Recorder ("Third Drawings").

E. The Declaration was further amended to add additional Units pursuant to that certain Fourth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 14, 2006 and filed for record as Instrument Number 200608250169152 of the records of the Franklin County, Ohio Recorder ("Fourth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 174, Pages 6-20, of the records of the Franklin County, Ohio Recorder ("Fourth Drawings").

F. The Declaration was further amended to add additional Units pursuant to that certain Fifth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 31, 2006 and filed for record as Instrument Number 200611080224434 of the records of the Franklin County, Ohio Recorder ("Fifth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 178, Pages 37-54, of the records of the Franklin County, Ohio Recorder ("Fifth Drawings").

G. The Declaration was further amended to add additional Units pursuant to that certain Sixth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated December 20, 2006 and filed for record as Instrument Number 200701030001222 of the records of the Franklin County, Ohio Recorder ("Sixth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 180, Pages 68-73, of the records of the Franklin County, Ohio Recorder ("Sixth Drawings").

H. The Declaration was further amended to add additional Units pursuant to that certain Seventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated February 19, 2007 and filed for record as Instrument Number 200703010035542 of the records of the Franklin County, Ohio Recorder ("Seventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 182, Pages 91-117, of the records of the Franklin County, Ohio Recorder ("Seventh Drawings").

I. The Declaration was further amended to add additional Units pursuant to that certain Eighth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 11, 2007 and filed for record as Instrument Number 200705170086364 of the records of the Franklin County, Ohio Recorder ("Eighth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 186, Pages 58-78, of the records of the Franklin County, Ohio Recorder ("Eighth Drawings").

J. The Declaration was further amended to add additional Units pursuant to that certain Ninth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 23, 2007 and filed for record as Instrument Number 200709070158398 of the records of the Franklin County, Ohio Recorder ("Ninth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 191, Pages 60-78, of the records of the Franklin County, Ohio Recorder ("Ninth Drawings").

K. The Declaration was further amended to add additional Units pursuant to that certain Tenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated November 21, 2007 and filed for record as Instrument Number 200712050209341 of the records of the Franklin County, Ohio Recorder ("Tenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 196, Pages 74-97, of the records of the Franklin County, Ohio Recorder ("Tenth Drawings").

L. The Declaration was further amended to add additional Units pursuant to that certain Eleventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 31, 2008 and filed for record as Instrument Number 200804040051234 of the records of the Franklin County, Ohio Recorder ("Eleventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 201, Pages 36-62, of the records of the Franklin County, Ohio Recorder ("Eleventh Drawings").

M. The Declaration was further amended to add additional Units pursuant to that certain Twelfth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 30, 2008 and filed for record as Instrument Number 200806090087843 of the records of the Franklin County, Ohio Recorder ("Twelfth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 203, Pages 62-89, of the records of the Franklin County, Ohio Recorder ("Twelfth Drawings").

N. The Declaration was further amended to add additional Units pursuant to that certain Thirteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 9, 2009 and filed for record as Instrument Number 200903190038762 of the records of the Franklin County, Ohio Recorder ("Thirteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 209, Pages 34-42, of the records of the Franklin County, Ohio Recorder ("Thirteenth Drawings").

O. The Declaration was further amended to add additional Units pursuant to that certain Fourteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 14, 2009 and filed for record as Instrument Number 200910290156251 of the records of the Franklin County, Ohio Recorder ("Fourteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 213, Pages 5-11, of the records of the Franklin County, Ohio Recorder ("Fourteenth Drawings").

P. The Declaration was further amended to add additional Units pursuant to that certain Fifteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 5, 2010 and filed for record as Instrument Number 201004130044257 of the records of the Franklin County, Ohio Recorder ("Fifteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 216, Pages 1-28, of the records of the Franklin County, Ohio Recorder ("Fifteenth Drawings").

Q. The Declaration was further amended to add additional Units pursuant to that certain Sixteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated June 8, 2011 and filed for record as Instrument Number 201106150074713 of the records of the Franklin County, Ohio Recorder ("Sixteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 221, Pages 64-65, of the records of the Franklin County, Ohio Recorder ("Sixteenth Drawings").

R. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant (The Falls at Hayden Run, Ltd.) desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property (hereinafter described) meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium to be added pursuant to this Amendment, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of approximately 1.284 acres, more or less, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto as "Exhibit B" and is hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto as "Exhibit C" and is hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains one (1) residential building containing eight (8) dwelling units, expanding the Condominium to contain a total of four hundred seventy-two (472) dwelling units, each of which is called a "Unit".

The residential building contains three-level (one of which levels may be a basement level for some residential buildings) townhouse style dwelling units. Each Unit has a poured concrete lower level (or slab), with J-Cote waterproofing. Further, each Unit consists of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of

which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall.

Each Unit added hereby has Limited Common Elements, which Limited Common Elements are described in greater detail in Section 7(b) herein below and are shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements which are currently a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Seventeenth Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto as "Exhibit D", and is hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the buildings designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding (as appropriate) those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, the Second Drawings, the Third Drawings, the Fourth Drawings, the Fifth Drawings, the Sixth Drawings the Seventh Drawings, the Eighth Drawings, the Ninth Drawings, the Tenth Drawings, Eleventh Drawings, Twelfth Drawings, Thirteenth Drawings, Fourteenth Drawings, Fifteenth Drawings and the Sixteenth Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added to the Condominium Property, along with all of the other land and all improvements thereon and appurtenances thereto (except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit) are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements are comprised as follows: (A) front porch or stoop areas for each Unit added, and (B) as to the eight (8) Units in the Stansbury style building, a rear deck and one (1) parking space immediately outside the attached garage door opening. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium (as expanded hereby) as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration, adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property. In other words, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 19th day of April, 2012.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
L. Brent Miller, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by L. Brent Miller, the President of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 19th day of April, 2012.

MARIA J. IRACKI, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

_____
Notary Public

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

5340032v2

EXHIBIT "A"
FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTEENTH AMENDMENT

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at an iron pin set at a southwesterly corner of "The Falls at Hayden Run Condominium Sixteenth Amendment" of record in Condominium Plat Book 221, Page 64, with the easterly line of that 1.837 acre tract conveyed to Bryce A. and Julie L. Oliver by deed of record in Official Record 11082D02;

thence North 84° 14' 21" East, across said 73.476 acre tract, a distance of 121.17 feet to a point in the westerly line of "The Falls at Hayden Run Condominium Ninth Amendment" of record in Condominium Plat Book 191, Page 60;

thence with the westerly perimeter of said "The Falls at Hayden Run Condominium Ninth Amendment", the following courses and distances:

South 05° 45' 39" East, a distance of 125.75 feet to a point of curvature to the left;

with the arc of said curve to the left, having a central angle of 16° 37' 34", a radius of 166.00 feet, an arc length of 48.17 feet, a chord bearing and distance of South 14° 04' 26" East, 48.00 feet to a point;

North 84° 14' 21" East, a distance of 52.71 feet to a point;

South 37° 27' 28" East, a distance of 39.91 feet to a point; and

South 49° 24' 39" East, a distance of 108.01 feet to a point on the arc of a curve to the left in the northerly line of "The Falls at Hayden Run Condominium" of record in Condominium Plat Book 156, Page 16;

thence with the northerly line of said "The Falls at Hayden Run Condominium", with the arc of said curve to the left, having a central angle of 07° 47' 08", a radius of 837.00 feet, an arc length of 113.73 feet, a chord bearing and distance of South 44° 29' 30" West, 113.65 feet to a point;

thence South 43° 18' 47" West, continuing with said northerly line, a distance of 21.09 feet to an iron pin set at a northeasterly corner of that 0.096 acre tract conveyed as Parcel 63WD to City of Columbus, Ohio, by deed of record in Instrument Number 200907020096337;

thence with the northerly perimeter of said 0.096 acre tract, the following courses and distances:

South 40° 34' 25" West, a distance of 0.97 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve to the right, having a central angle of 83° 49' 13", a radius of 20.00 feet, an arc length of 29.26 feet, a chord bearing and distance of South 82° 29' 57" West, 26.72 feet to an iron pin set;

North 55° 35' 26" West, a distance of 102.31 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve to the right, having a central angle of 02° 11' 54", a radius of 1954.50 feet, an arc length of 74.99 feet, a chord bearing and distance of North 52° 14' 22" West, 74.99 feet to an iron pin set in the northerly line of that 4.416 acre tract conveyed to Franklin County Commissioners by deed of record in Official Record 19678A01; and

thence North 49° 24' 28" West, with the northerly line of said 4.416 acre tract, a distance of 13.57 feet to an iron pin set in the easterly line of said 1.837 acre tract;

thence North 06° 37' 21" West, with the easterly line of said 1.837 acre tract, a distance of 245.90 feet to the POINT OF BEGINNING, and containing 1.291 acres of land, more or less, and being out of Auditor's Parcel number 010-273439.

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

This description is based on an actual field survey performed in October of 2004.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

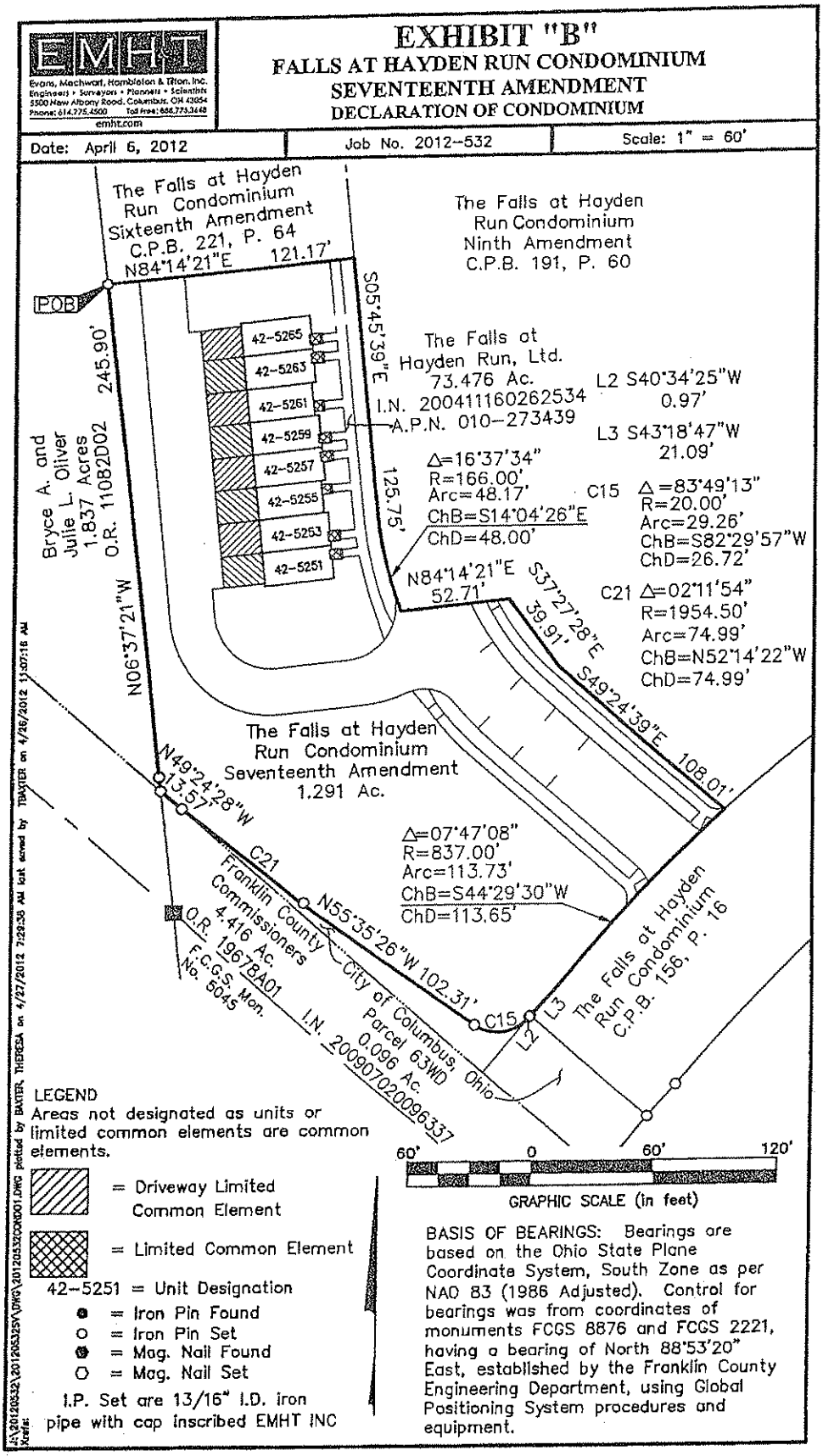
EVANS, MECHWART, HAMBLETON & TILTON, INC.

5/3/12

STATE OF OHIO
EDWARD J. MILLER 8250 REGISTERED PROFESSIONAL SURVEYOR

Edward J. Miller
Registered Surveyor No. 8250

EJM:tb/ March 9, 2012
1_291 ac 20120532

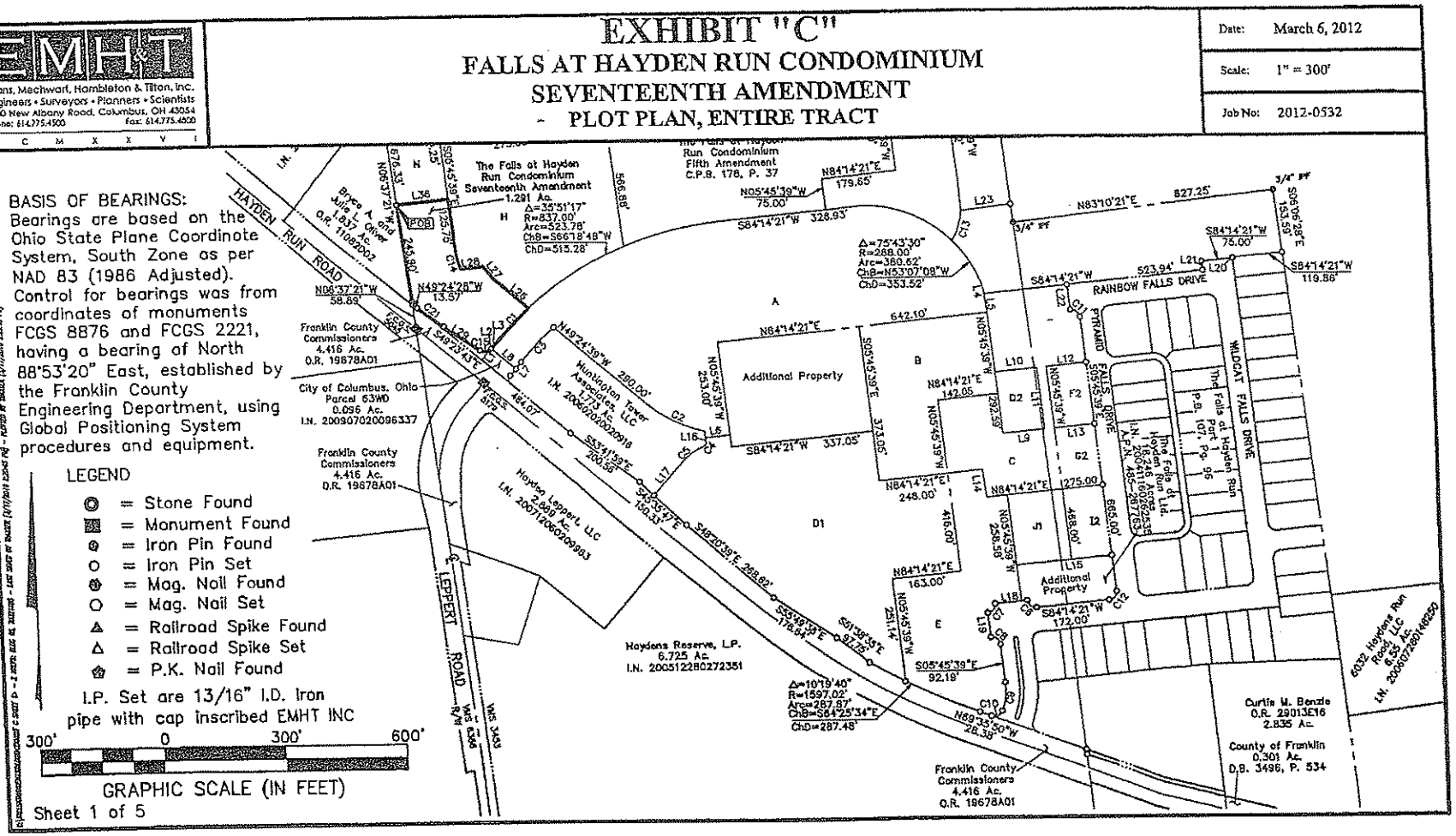

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com
EXHIBIT "B"
FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTEENTH AMENDMENT
DECLARATION OF CONDOMINIUM
Date: April 6, 2012
Job No. 2012-532
Scale: 1" = 60'
The Falls at Hayden Run Condominium Sixteenth Amendment C.P.B. 221, P. 64
N84°14'21"E 121.17'
The Falls at Hayden Run Condominium Ninth Amendment C.P.B. 191, P. 60
POB
S05°45'39"E
125.75'
The Falls at Hayden Run, Ltd. 73.476 Ac.
I.N. 200411160262534
A.P.N. 010-273439
42-5265
42-5263
42-5261
42-5259
42-5257
42-5255
42-5253
42-5251
Bryce A. and Julie L. Oliver 1.837 Acres O.R. 11082D02
245.90'
N06°37'21"W
L2 S40°34'25"W 0.97'
L3 S43°18'47"W 21.09'
Δ=16°37'34"
R=166.00'
Arc=48.17'
ChB=S14°04'26"E
ChD=48.00'
C15 Δ=83°49'13"
R=20.00'
Arc=29.26'
ChB=S82°29'57"W
ChD=26.72'
N84°14'21"E 52.71'
S37°27'28"E 39.91'
C21 Δ=02°11'54"
R=1954.50'
Arc=74.99'
ChB=N52°14'22"W
ChD=74.99'
S49°24'39"E 108.01'
The Falls at Hayden Run Condominium Seventeenth Amendment 1.291 Ac.
N49°24'28"W 13.57'
Δ=07°47'08"
R=837.00'
Arc=113.73'
ChB=S44°29'30"W
ChD=113.65'
C21
Franklin County Commissioners 4.416 Ac.
O.R. 19678A01
F.C.G.S. Mon. No. 5045
N55°35'26"W 102.31'
City of Columbus, Ohio Parcel 63WD 0.096 Ac.
I.N. 200907020096337
C15
L2
L3
The Falls at Hayden Run Condominium C.P.B. 156, P. 16
60' 0 60' 120'
GRAPHIC SCALE (in feet)
LEGEND
Areas not designated as units or limited common elements are common elements.
= Driveway Limited Common Element
= Limited Common Element
42-5251 = Unit Designation
= Iron Pin Found
= Iron Pin Set
= Mag. Nail Found
= Mag. Nail Set
I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC
BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.
J:\2012\2012532\2012532SV\DWG\2012532COND01.DWG plotted by BAXTER, THERESA on 4/27/2012 2:29:36 AM last saved by TBAXTER on 4/26/2012 11:07:16 AM
Xrefs:

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4620

EXHIBIT "C"

FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTEENTH AMENDMENT
- PLOT PLAN, ENTIRE TRACT

Date:	March 6, 2012
Scale:	1" = 300'
Job No:	2012-0532



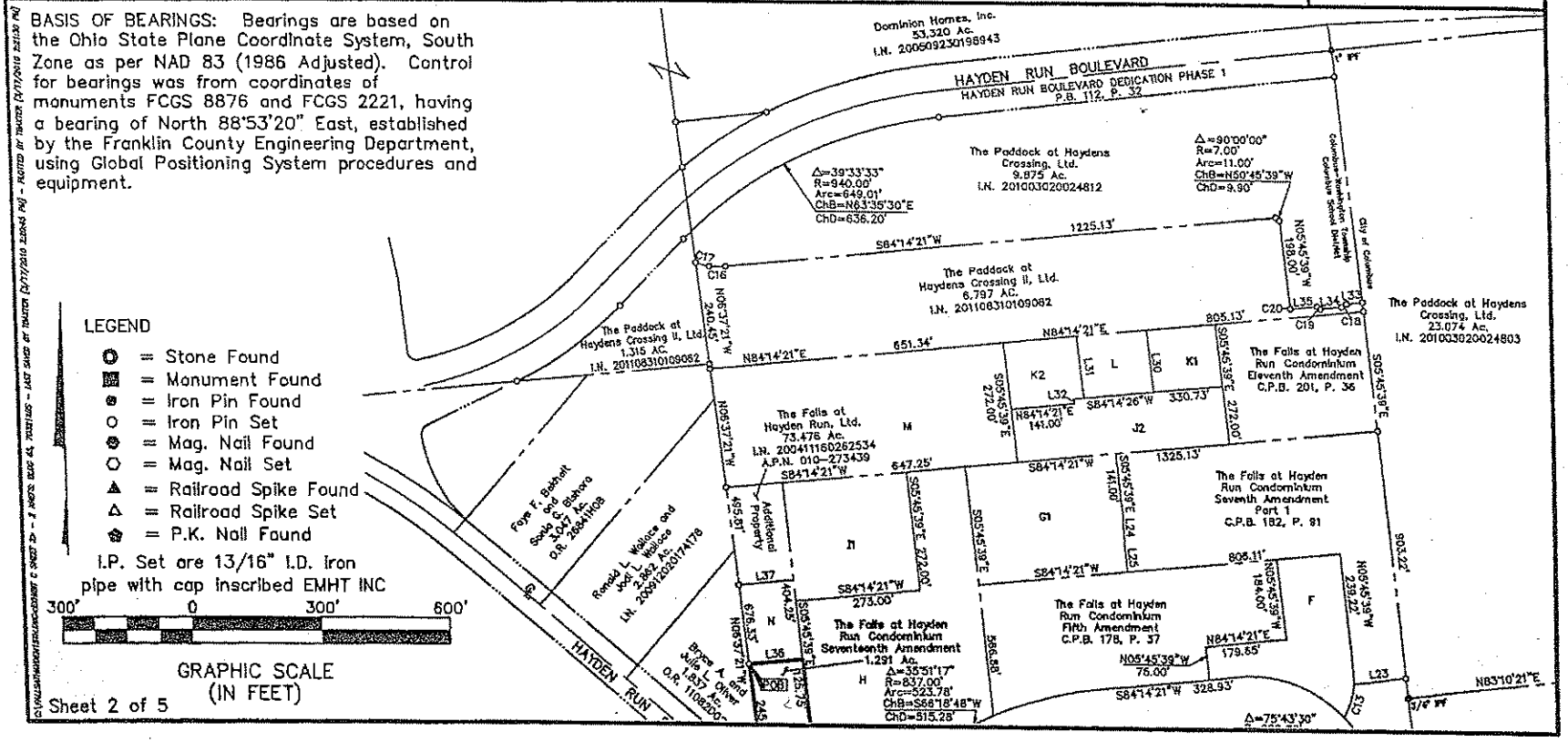
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"

FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: April 6, 2012
Scale: 1" = 300'
Job No: 2012-0532

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



LEGEND

- ◉ = Stone Found
- ▣ = Monument Found
- ● = Iron Pin Found
- ○ = Iron Pin Set
- ⊛ = Mag. Nail Found
- ⊙ = Mag. Nail Set
- ▲ = Railroad Spike Found
- △ = Railroad Spike Set
- ⊛ = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: April 6, 2012
Scale: 1" = 200'
Job No: 2012-0532

A The Falls at Hayden Run Condominium C.P.B. 156, P. 16

B The Falls at Hayden Run Condominium First Amendment C.P.B. 163, P. 70

C The Falls at Hayden Run Condominium Second Amendment C.P.B. 165, P. 96

D1 The Falls at Hayden Run Condominium Third Amendment Part 1 C.P.B. 168, P. 28

D2 The Falls at Hayden Run Condominium Third Amendment Part 2 C.P.B. 168, P. 28

E The Falls at Hayden Run Condominium Fourth Amendment C.P.B. 174, P. 6

F1 The Falls at Hayden Run Condominium Sixth Amendment C.P.B. 180, P. 68

F2 The Falls at Hayden Run Condominium Seventh Amendment Part 2 C.P.B. 182, P. 91

G1 The Falls at Hayden Run Condominium Eighth Amendment Part 1 C.P.B. 186, P. 58

G2 The Falls at Hayden Run Condominium Eighth Amendment Part 2 C.P.B. 186, P. 58

H The Falls at Hayden Run Condominium Ninth Amendment C.P.B. 191, P. 60

I1 The Falls at Hayden Run Condominium Tenth Amendment Part 1 C.P.B. 196, P. 74

I2 The Falls at Hayden Run Condominium Tenth Amendment Part 2 C.P.B. 196, P. 74

J1 The Falls at Hayden Run Condominium Twelfth Amendment C.P.B. 203, P. 62

J2 The Falls at Hayden Run Condominium Twelfth Amendment C.P.B. 203, P. 62

K1 The Falls at Hayden Run Condominium Thirteenth Amendment Part 1 C.P.B. 209, p. 34

K2 The Falls at Hayden Run Condominium Thirteenth Amendment Part 2 C.P.B. 209, p. 34

L The Falls at Hayden Run Condominium Fourteenth Amendment C.P.B. 213, P. 5

M The Falls at Hayden Run Condominium Fifteenth Amendment C.P.B. 215, P. 1

N The Falls at Hayden Run Condominium Sixteenth Amendment C.P.B. 221, P. 64

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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: April 6, 2012	Job No. 2012-0532	Scale: 1" = 300'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S40°35'22"W	34.58'
L2	S40°34'25"W	0.97'
L3	S43°18'47"W	21.09'
L4	S05°45'26"E	5.84'
L5	S05°45'24"E	46.00'
L6	N84°14'21"E	59.00'
L7	N40°35'21"E	20.91'
L8	N49°24'39"W	76.00'
L9	S84°14'21"W	98.95'
L10	N84°14'21"E	98.95'
L11	N05°45'39"W	149.09'
L12	N84°14'21"E	95.00'
L13	N84°14'21"E	95.00'
L14	N05°45'39"W	67.37'
L15	S84°15'13"W	225.00'
L16	S05°45'39"E	28.28'
L17	S40°35'21"W	107.18'
L18	N84°14'21"E	76.00'
L19	N05°45'39"W	60.00'
L20	N05°45'39"W	1.71'
L21	S05°45'39"E	21.50'
L22	N05°45'39"W	60.00'
L23	S82°32'32"W	118.60'
L24	N02°20'40"W	67.12'
L25	N05°45'39"W	64.00'
L26	S49°24'39"E	108.01'
L27	S37°27'28"E	39.91'
L28	N84°14'21"E	52.71'
L29	N55°35'26"W	102.31'
L30	N05°45'39"W	141.00'
L31	N05°45'39"W	141.00'
L32	N05°45'39"W	11.00'
L33	N84°14'21"E	35.00'
L34	N84°14'21"E	48.00'
L35	N84°14'21"E	60.14'
L36	N84°14'21"E	121.17'
L37	N84°14'21"E	123.88'

I:\DRAWINGS\PROJECTS\2012\0531\2012053151\DWG\2012053151-EXHIBIT C PORTION - 8.28255 ACRE 64, 70331255 - LAST SAVED BY TRAVER (3/16/2010 12:15:56 PM) - PLOTTED BY TRAVER (3/16/2010 12:33:57 PM)

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Phone: 614.775.4500 Fax: 614.775.4800

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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
SEVENTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: April 6, 2012	Job No. 2012-532	Scale: 1" = 300'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH BRG	CH
C1	07°47'08"	837.00'	113.73'	S44°29'30"W	113.65'
C2	27°37'38"	306.00'	147.55'	S63°13'27"E	146.12'
C3	08°47'39"	762.00'	116.96'	S44°59'09"W	116.84'
C4	74°19'53"	7.00'	9.08'	N31°24'18"E	8.46'
C5	27°58'54"	130.00'	63.49'	S54°34'47"W	62.86'
C6	90°00'00"	20.00'	31.42'	S50°45'39"E	28.28'
C7	90°00'00"	20.00'	31.42'	N39°14'21"E	28.28'
C8	90°00'00"	20.00'	31.42'	N50°45'39"W	28.28'
C9	24°58'02"	162.00'	70.59'	N06°43'23"E	70.04'
C10	91°12'13"	20.00'	31.84'	N64°48'30"E	28.58'
C11	90°00'00"	20.00'	31.42'	N50°45'39"W	28.28'
C12	90°00'00"	20.00'	31.42'	N39°14'21"E	28.28'
C13	26°43'00"	164.78'	76.84'	N17°29'53"E	76.14'
C14	16°37'34"	166.00'	48.17'	S14°04'26"E	48.00'
C15	83°49'13"	20.00'	29.26'	N82°29'57"E	26.72'
C16	15°56'41"	134.03'	37.30'	N89°51'36"E	37.18'
C17	13°39'20"	130.00'	30.98'	S75°20'24"E	30.91'
C18	53°07'48"	15.00'	13.91'	S57°40'27"W	13.42'
C19	81°47'12"	7.00'	9.99'	N54°52'02"W	9.17'
C20	08°12'48"	7.00'	1.00'	N01°39'15"W	1.00'
C21	02°11'54"	1954.50'	74.99'	N52°11'38"W	74.99'

\\CMHDAT01\PROJECTS\2012\532\SURVEY\DWG\532SURVEY-EXHIBIT C AMEND - 17 SHTS, INC 45 PARCELS - LAST SAVED BY TRAVIS [4/16/2012 12:13:58 PM] - PLOTTED BY TRAVIS [5/16/2012 10:30:07 AM]

EXHIBIT "D"

SEVENTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a D2 Unit or D3 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BRICKSHIRE

Brickshire buildings may contain any number of Units from four (4) to six (6). Each Brickshire building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: AUSTIN

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: WELLINGTON

Wellington buildings may contain any number of Units from seven (7) to ten (10). Each Wellington building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: TERNBURY

Ternbury buildings may contain any number of Units from four (4) to six (6). Each Ternbury building style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: CROMWELL

Cromwell buildings may contain any number of Units from four (4) to six (6). Each C or C+ Unit in a Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: STANSBURY

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: FRANKLIN

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

BUILDING TYPE: BURKE

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

SEVENTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00166
17-5539	Franklin	17	--	0.7231	0.00166
17-5541	Franklin	17	--	0.7231	0.00166
17-5543	Franklin	17	--	0.7231	0.00166
17-5545	Franklin	17	--	0.7231	0.00166
17-5547	Franklin	17	--	0.7231	0.00166
17-5549	Franklin	17	--	0.7231	0.00166
17-5551	Franklin	17	--	0.7231	0.00166
18-5561	Wellington	18	--	0.9534	0.00219
18-5563	Wellington	18	--	0.9534	0.00219
18-5565	Wellington	18	--	0.9534	0.00219
18-5567	Wellington	18	--	0.9534	0.00219
18-5569	Wellington	18	--	0.9534	0.00219
18-5571	Wellington	18	--	0.9534	0.00219
18-5573	Wellington	18	--	0.9534	0.00219
19-5581	Stansbury	19	B2	0.8218	0.00189
19-5583	Stansbury	19	B2	0.8218	0.00189
19-5585	Stansbury	19	B1	0.8218	0.00189
19-5587	Stansbury	19	B2	0.8218	0.00189
19-5589	Stansbury	19	B2	0.8218	0.00189
19-5591	Stansbury	19	B1	0.8218	0.00189
19-5593	Stansbury	19	B2	0.8218	0.00189
19-5595	Stansbury	19	B2	0.8218	0.00189
20-5602	Cromwell	20	C	1.2759	0.00294
20-5606	Cromwell	20	C	1.2759	0.00294
20-5610	Cromwell	20	C	1.2759	0.00294
20-5614	Cromwell	20	C	1.2759	0.00294
21-5582	Wellington	21	--	0.9534	0.00219
21-5584	Wellington	21	--	0.9534	0.00219
21-5586	Wellington	21	--	0.9534	0.00219
21-5588	Wellington	21	--	0.9534	0.00219
21-5590	Wellington	21	--	0.9534	0.00219
21-5592	Wellington	21	--	0.9534	0.00219
21-5594	Wellington	21	--	0.9534	0.00219

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
22-5560	Stansbury	22	B2	0.8218	0.00189
22-5562	Stansbury	22	B2	0.8218	0.00189
22-5564	Stansbury	22	B1	0.8218	0.00189
22-5566	Stansbury	22	B2	0.8218	0.00189
22-5568	Stansbury	22	B2	0.8218	0.00189
22-5570	Stansbury	22	B1	0.8218	0.00189
22-5572	Stansbury	22	B2	0.8218	0.00189
22-5574	Stansbury	22	B2	0.8218	0.00189
23-5603	Reserve	23	D2	0.9837	0.00226
23-5605	Reserve	23	D2	0.9837	0.00226
23-5607	Reserve	23	D2	0.9837	0.00226
23-5609	Reserve	23	D2	0.9837	0.00226
24-5625	Austin	24	B	0.8482	0.00195
24-5627	Austin	24	B	0.8482	0.00195
24-5629	Austin	24	B	0.8482	0.00195
24-5631	Austin	24	B	0.8482	0.00195
24-5633	Austin	24	B	0.8482	0.00195
24-5635	Austin	24	B	0.8482	0.00195
7-5535	Reserve	7	D2	0.9837	0.00226
7-5537	Reserve	7	D2	0.9837	0.00226
7-5539	Reserve	7	D2	0.9837	0.00226
7-5541	Reserve	7	D2	0.9837	0.00226
7-5543	Reserve	7	D2	0.9837	0.00226
7-5545	Reserve	7	D2	0.9837	0.00226
7-5547	Reserve	7	D2	0.9837	0.00226
7-5549	Reserve	7	D2	0.9837	0.00226
12-5190	Austin	12	B	0.8482	0.00195
12-5188	Austin	12	B	0.8482	0.00195
12-5186	Austin	12	B	0.8482	0.00195
12-5184	Austin	12	B	0.8482	0.00195
12-5182	Austin	12	B	0.8482	0.00195
12-5180	Austin	12	B	0.8482	0.00195
12-5178	Austin	12	B	0.8482	0.00195
12-5176	Austin	12	B	0.8482	0.00195
5A-5182	Ternbury	5A	R	1.3153	0.00303
5A-5178	Ternbury	5A	R	1.3153	0.00303
5A-5174	Ternbury	5A	R	1.3153	0.00303
5A-5170	Ternbury	5A	R	1.3153	0.00303

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
1-5511	Reserve	1	D2	0.9837	0.00226
1-5513	Reserve	1	D2	0.9837	0.00226
1-5515	Reserve	1	D2	0.9837	0.00226
1-5517	Reserve	1	D2	0.9837	0.00226
1-5519	Reserve	1	D2	0.9837	0.00226
1-5521	Reserve	1	D2	0.9837	0.00226
1-5523	Reserve	1	D2	0.9837	0.00226
1-5525	Reserve	1	D2	0.9837	0.00226
8-5177	Cromwell	8	C	1.2759	0.00294
8-5181	Cromwell	8	C	1.2759	0.00294
8-5185	Cromwell	8	C+	1.3285	0.00306
8-5189	Cromwell	8	C	1.2759	0.00294
8-5193	Cromwell	8	C	1.2759	0.00294
6-5202	Ternbury	6	R	1.3153	0.00303
6-5198	Ternbury	6	R	1.3153	0.00303
6-5194	Ternbury	6	R	1.3153	0.00303
6-5190	Ternbury	6	R	1.3153	0.00303
11-5168	Reserve	11	D2	0.9837	0.00226
11-5166	Reserve	11	D2	0.9837	0.00226
11-5164	Reserve	11	D2	0.9837	0.00226
11-5162	Reserve	11	D2	0.9837	0.00226
11-5160	Reserve	11	D2	0.9837	0.00226
11-5158	Reserve	11	D2	0.9837	0.00226
11-5156	Reserve	11	D2	0.9837	0.00226
11-5154	Reserve	11	D2	0.9837	0.00226
11-5152	Reserve	11	D2	0.9837	0.00226
13-5557	Wellington	13	--	0.9534	0.00219
13-5559	Wellington	13	--	0.9534	0.00219
13-5561	Wellington	13	--	0.9534	0.00219
13-5563	Wellington	13	--	0.9534	0.00219
13-5565	Wellington	13	--	0.9534	0.00219
13-5567	Wellington	13	--	0.9534	0.00219
13-5569	Wellington	13	--	0.9534	0.00219
14-5155	Franklin	14	--	0.7231	0.00166
14-5157	Franklin	14	--	0.7231	0.00166
14-5159	Franklin	14	--	0.7231	0.00166
14-5161	Franklin	14	--	0.7231	0.00166
14-5163	Franklin	14	--	0.7231	0.00166
14-5165	Franklin	14	--	0.7231	0.00166
14-5167	Franklin	14	--	0.7231	0.00166
14-5169	Franklin	14	--	0.7231	0.00166
14-5171	Franklin	14	--	0.7231	0.00166
14-5173	Franklin	14	--	0.7231	0.00166

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
15-5577	Stansbury	15	B2	0.8218	0.00189
15-5579	Stansbury	15	B2	0.8218	0.00189
15-5581	Stansbury	15	B1	0.8218	0.00189
15-5583	Stansbury	15	B2	0.8218	0.00189
15-5585	Stansbury	15	B2	0.8218	0.00189
15-5587	Stansbury	15	B1	0.8218	0.00189
15-5589	Stansbury	15	B2	0.8218	0.00189
15-5591	Stansbury	15	B2	0.8218	0.00189
16-5147	Burke	16	--	0.9666	0.00223
16-5143	Burke	16	--	0.9666	0.00223
16-5139	Burke	16	--	0.9666	0.00223
16-5135	Burke	16	--	0.9666	0.00223
9-5151	Cromwell	9	C	1.2759	0.00294
9-5155	Cromwell	9	C	1.2759	0.00294
9-5159	Cromwell	9	C	1.2759	0.00294
9-5163	Cromwell	9	C	1.2759	0.00294
9-5167	Cromwell	9	C	1.2759	0.00294
9-5169	Cromwell	9	C	1.2759	0.00294
10-5544	Reserve	10	D2	0.9837	0.00226
10-5542	Reserve	10	D2	0.9837	0.00226
10-5540	Reserve	10	D2	0.9837	0.00226
10-5538	Reserve	10	D2	0.9837	0.00226
10-5536	Reserve	10	D2	0.9837	0.00226
10-5534	Reserve	10	D2	0.9837	0.00226
10-5532	Reserve	10	D2	0.9837	0.00226
10-5530	Reserve	10	D2	0.9837	0.00226
30-5545	Reserve	30	D2	0.9837	0.00226
30-5547	Reserve	30	D2	0.9837	0.00226
30-5549	Reserve	30	D2	0.9837	0.00226
30-5551	Reserve	30	D2	0.9837	0.00226
30-5553	Reserve	30	D2	0.9837	0.00226
30-5555	Reserve	30	D2	0.9837	0.00226
31-5567	Reserve	31	D2	0.9837	0.00226
31-5569	Reserve	31	D2	0.9837	0.00226
31-5571	Reserve	31	D2	0.9837	0.00226
31-5573	Reserve	31	D2	0.9837	0.00226
31-5575	Reserve	31	D2	0.9837	0.00226
31-5577	Reserve	31	D2	0.9837	0.00226

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
32-5589	Reserve	32	D2	0.9837	0.00226
32-5591	Reserve	32	D2	0.9837	0.00226
32-5593	Reserve	32	D2	0.9837	0.00226
32-5595	Reserve	32	D2	0.9837	0.00226
32-5597	Reserve	32	D2	0.9837	0.00226
32-5599	Reserve	32	D2	0.9837	0.00226
33-5288	Austin	33	B	0.8482	0.00195
33-5286	Austin	33	B	0.8482	0.00195
33-5284	Austin	33	B	0.8482	0.00195
33-5282	Austin	33	B	0.8482	0.00195
33-5280	Austin	33	B	0.8482	0.00195
33-5278	Austin	33	B	0.8482	0.00195
34-5274	Austin	34	B	0.8482	0.00195
34-5272	Austin	34	B	0.8482	0.00195
34-5270	Austin	34	B	0.8482	0.00195
34-5268	Austin	34	B	0.8482	0.00195
34-5266	Austin	34	B	0.8482	0.00195
34-5264	Austin	34	B	0.8482	0.00195
35-5600	Wellington	35	--	0.9534	0.00219
35-5598	Wellington	35	--	0.9534	0.00219
35-5596	Wellington	35	--	0.9534	0.00219
35-5594	Wellington	35	--	0.9534	0.00219
35-5592	Wellington	35	--	0.9534	0.00219
35-5590	Wellington	35	--	0.9534	0.00219
35-5588	Wellington	35	--	0.9534	0.00219
36-5578	Stansbury	36	B2	0.8218	0.00189
36-5576	Stansbury	36	B2	0.8218	0.00189
36-5574	Stansbury	36	B1	0.8218	0.00189
36-5572	Stansbury	36	B2	0.8218	0.00189
36-5570	Stansbury	36	B2	0.8218	0.00189
36-5568	Stansbury	36	B1	0.8218	0.00189
36-5566	Stansbury	36	B2	0.8218	0.00189
36-5564	Stansbury	36	B2	0.8218	0.00189
28-5255	Austin	28	B	0.8482	0.00195
28-5257	Austin	28	B	0.8482	0.00195
28-5259	Austin	28	B	0.8482	0.00195
28-5261	Austin	28	B	0.8482	0.00195
28-5263	Austin	28	B	0.8482	0.00195
28-5265	Austin	28	B	0.8482	0.00195

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
29-5269	Austin	29	B	0.8482	0.00195
29-5271	Austin	29	B	0.8482	0.00195
29-5273	Austin	29	B	0.8482	0.00195
29-5275	Austin	29	B	0.8482	0.00195
29-5277	Austin	29	B	0.8482	0.00195
29-5279	Austin	29	B	0.8482	0.00195
37-5554	Wellington	37	--	0.9534	0.00219
37-5552	Wellington	37	--	0.9534	0.00219
37-5550	Wellington	37	--	0.9534	0.00219
37-5548	Wellington	37	--	0.9534	0.00219
37-5546	Wellington	37	--	0.9534	0.00219
37-5544	Wellington	37	--	0.9534	0.00219
37-5542	Wellington	37	--	0.9534	0.00219
2-5189	Ternbury	2	R	1.3153	0.00303
2-5193	Ternbury	2	R	1.3153	0.00303
2-5197	Ternbury	2	R	1.3153	0.00303
2-5201	Ternbury	2	R	1.3153	0.00303
25-5272	Franklin	25	--	0.7231	0.00166
25-5270	Franklin	25	--	0.7231	0.00166
25-5268	Franklin	25	--	0.7231	0.00166
25-5266	Franklin	25	--	0.7231	0.00166
25-5264	Franklin	25	--	0.7231	0.00166
25-5262	Franklin	25	--	0.7231	0.00166
25-5260	Franklin	25	--	0.7231	0.00166
25-5258	Franklin	25	--	0.7231	0.00166
26-5292	Stansbury	26	B2	0.8218	0.00189
26-5290	Stansbury	26	B2	0.8218	0.00189
26-5288	Stansbury	26	B1	0.8218	0.00189
26-5286	Stansbury	26	B2	0.8218	0.00189
26-5284	Stansbury	26	B2	0.8218	0.00189
26-5282	Stansbury	26	B1	0.8218	0.00189
26-5280	Stansbury	26	B2	0.8218	0.00189
26-5278	Stansbury	26	B2	0.8218	0.00189
27-5312	Franklin	27	--	0.7231	0.00166
27-5310	Franklin	27	--	0.7231	0.00166
27-5308	Franklin	27	--	0.7231	0.00166
27-5306	Franklin	27	--	0.7231	0.00166
27-5304	Franklin	27	--	0.7231	0.00166
27-5302	Franklin	27	--	0.7231	0.00166
27-5300	Franklin	27	--	0.7231	0.00166
27-5298	Franklin	27	--	0.7231	0.00166

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
45-5293	Reserve	45	D2	0.9837	0.00226
45-5295	Reserve	45	D2	0.9837	0.00226
45-5297	Reserve	45	D2	0.9837	0.00226
45-5299	Reserve	45	D2	0.9837	0.00226
45-5301	Reserve	45	D2	0.9837	0.00226
45-5303	Reserve	45	D2	0.9837	0.00226
45-5305	Reserve	45	D2	0.9837	0.00226
45-5307	Reserve	45	D2	0.9837	0.00226
46-5547	Reserve	46	D2	0.9837	0.00226
46-5549	Reserve	46	D2	0.9837	0.00226
46-5551	Reserve	46	D2	0.9837	0.00226
46-5553	Reserve	46	D2	0.9837	0.00226
46-5555	Reserve	46	D2	0.9837	0.00226
46-5557	Reserve	46	D2	0.9837	0.00226
47-5567	Austin	47	B	0.8482	0.00195
47-5569	Austin	47	B	0.8482	0.00195
47-5571	Austin	47	B	0.8482	0.00195
47-5573	Austin	47	B	0.8482	0.00195
47-5575	Austin	47	B	0.8482	0.00195
47-5577	Austin	47	B	0.8482	0.00195
47-5579	Austin	47	B	0.8482	0.00195
47-5581	Austin	47	B	0.8482	0.00195
52-5578	Wellington	52	--	0.9534	0.00219
52-5576	Wellington	52	--	0.9534	0.00219
52-5574	Wellington	52	--	0.9534	0.00219
52-5572	Wellington	52	--	0.9534	0.00219
52-5570	Wellington	52	--	0.9534	0.00219
52-5568	Wellington	52	--	0.9534	0.00219
52-5566	Wellington	52	--	0.9534	0.00219
53-5556	Stansbury	53	B2	0.8218	0.00189
53-5554	Stansbury	53	B2	0.8218	0.00189
53-5552	Stansbury	53	B1	0.8218	0.00189
53-5550	Stansbury	53	B2	0.8218	0.00189
53-5548	Stansbury	53	B2	0.8218	0.00189
53-5546	Stansbury	53	B1	0.8218	0.00189
53-5544	Stansbury	53	B2	0.8218	0.00189
53-5542	Stansbury	53	B2	0.8218	0.00189
2A-5169	Ternbury	2A	R	1.3153	0.00303
2A-5173	Ternbury	2A	R	1.3153	0.00303
2A-5177	Ternbury	2A	R	1.3153	0.00303
2A-5181	Ternbury	2A	R	1.3153	0.00303

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
48-5591	Reserve	48	D2	0.9837	0.00226
48-5593	Reserve	48	D2	0.9837	0.00226
48-5595	Reserve	48	D2	0.9837	0.00226
48-5597	Reserve	48	D2	0.9837	0.00226
48-5599	Reserve	48	D2	0.9837	0.00226
48-5601	Reserve	48	D2	0.9837	0.00226
49-5308	Austin	49	B	0.8482	0.00195
49-5310	Austin	49	B	0.8482	0.00195
49-5312	Austin	49	B	0.8482	0.00195
49-5314	Austin	49	B	0.8482	0.00195
49-5316	Austin	49	B	0.8482	0.00195
49-5318	Austin	49	B	0.8482	0.00195
50-5294	Austin	50	B	0.8482	0.00195
50-5296	Austin	50	B	0.8482	0.00195
50-5298	Austin	50	B	0.8482	0.00195
50-5300	Austin	50	B	0.8482	0.00195
50-5302	Austin	50	B	0.8482	0.00195
50-5304	Austin	50	B	0.8482	0.00195
51-5588	Stansbury	51	B2	0.8218	0.00189
51-5590	Stansbury	51	B2	0.8218	0.00189
51-5592	Stansbury	51	B1	0.8218	0.00189
51-5594	Stansbury	51	B2	0.8218	0.00189
51-5596	Stansbury	51	B2	0.8218	0.00189
51-5598	Stansbury	51	B1	0.8218	0.00189
51-5600	Stansbury	51	B2	0.8218	0.00189
51-5602	Stansbury	51	B2	0.8218	0.00189
38-5267	Reserve	38	D2	0.9837	0.00226
38-5269	Reserve	38	D2	0.9837	0.00226
38-5271	Reserve	38	D2	0.9837	0.00226
38-5273	Reserve	38	D2	0.9837	0.00226
38-5277	Reserve	38	D2	0.9837	0.00226
38-5279	Reserve	38	D2	0.9837	0.00226
38-5281	Reserve	38	D2	0.9837	0.00226
38-5283	Reserve	38	D2	0.9837	0.00226
39-5629	Franklin	39	--	0.7231	0.00166
39-5631	Franklin	39	--	0.7231	0.00166
39-5633	Franklin	39	--	0.7231	0.00166
39-5635	Franklin	39	--	0.7231	0.00166
39-5637	Franklin	39	--	0.7231	0.00166
39-5639	Franklin	39	--	0.7231	0.00166

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
40-5258	Wellington	40	--	0.9534	0.00219
40-5260	Wellington	40	--	0.9534	0.00219
40-5262	Wellington	40	--	0.9534	0.00219
40-5264	Wellington	40	--	0.9534	0.00219
40-5266	Wellington	40	--	0.9534	0.00219
40-5268	Wellington	40	--	0.9534	0.00219
40-5270	Wellington	40	--	0.9534	0.00219
40-5272	Wellington	40	--	0.9534	0.00219
41-5628	Franklin	41	--	0.7231	0.00166
41-5630	Franklin	41	--	0.7231	0.00166
41-5632	Franklin	41	--	0.7231	0.00166
41-5634	Franklin	41	--	0.7231	0.00166
41-5636	Franklin	41	--	0.7231	0.00166
41-5638	Franklin	41	--	0.7231	0.00166
54-5297	Reserve	54	D2	0.9837	0.00226
54-5299	Reserve	54	D2	0.9837	0.00226
54-5301	Reserve	54	D2	0.9837	0.00226
54-5303	Reserve	54	D2	0.9837	0.00226
54-5307	Reserve	54	D2	0.9837	0.00226
54-5309	Reserve	54	D2	0.9837	0.00226
54-5311	Reserve	54	D2	0.9837	0.00226
54-5313	Reserve	54	D2	0.9837	0.00226
3-5149	Ternbury	3	R	1.3153	0.00303
3-5153	Ternbury	3	R	1.3153	0.00303
3-5157	Ternbury	3	R	1.3153	0.00303
3-5161	Ternbury	3	R	1.3153	0.00303
55-5631	Reserve	55	D2	0.9837	0.00226
55-5633	Reserve	55	D2	0.9837	0.00226
55-5635	Reserve	55	D2	0.9837	0.00226
55-5637	Reserve	55	D2	0.9837	0.00226
56-5310	Austin	56	B	0.8482	0.00195
56-5308	Austin	56	B	0.8482	0.00195
56-5306	Austin	56	B	0.8482	0.00195
56-5304	Austin	56	B	0.8482	0.00195
56-5302	Austin	56	B	0.8482	0.00195
56-5300	Austin	56	B	0.8482	0.00195
56A-5296	Austin	56A	B	0.8482	0.00195
56A-5294	Austin	56A	B	0.8482	0.00195
56A-5290	Austin	56A	B	0.8482	0.00195
56A-5288	Austin	56A	B	0.8482	0.00195
56A-5286	Austin	56A	B	0.8482	0.00195
56A-5284	Austin	56A	B	0.8482	0.00195

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
57-5636	Reserve	57	D2	0.9837	0.00226
57-5634	Reserve	57	D2	0.9837	0.00226
57-5632	Reserve	57	D2	0.9837	0.00226
57-5630	Reserve	57	D2	0.9837	0.00226
58-5333	Austin	58	B	0.8482	0.00195
58-5335	Austin	58	B	0.8482	0.00195
58-5337	Austin	58	B	0.8482	0.00195
58-5339	Austin	58	B	0.8482	0.00195
58-5341	Austin	58	B	0.8482	0.00195
58-5343	Austin	58	B	0.8482	0.00195
59-5349	Austin	59	B	0.8482	0.00195
59-5351	Austin	59	B	0.8482	0.00195
59-5353	Austin	59	B	0.8482	0.00195
59-5355	Austin	59	B	0.8482	0.00195
59-5357	Austin	59	B	0.8482	0.00195
59-5359	Austin	59	B	0.8482	0.00195
60-5601	Reserve	60	D2	0.9837	0.00226
60-5603	Reserve	60	D2	0.9837	0.00226
60-5605	Reserve	60	D2	0.9837	0.00226
60-5607	Reserve	60	D2	0.9837	0.00226
60-5609	Reserve	60	D2	0.9837	0.00226
60-5611	Reserve	60	D2	0.9837	0.00226
67-5546	Stansbury	67	B2	0.8218	0.00189
67-5548	Stansbury	67	B2	0.8218	0.00189
67-5550	Stansbury	67	B1	0.8218	0.00189
67-5552	Stansbury	67	B2	0.8218	0.00189
67-5554	Stansbury	67	B2	0.8218	0.00189
67-5556	Stansbury	67	B1	0.8218	0.00189
67-5558	Stansbury	67	B2	0.8218	0.00189
67-5560	Stansbury	67	B2	0.8218	0.00189
5-5150	Ternbury	5	R	1.3153	0.00303
5-5154	Ternbury	5	R	1.3153	0.00303
5-5158	Ternbury	5	R	1.3153	0.00303
5-5162	Ternbury	5	R	1.3153	0.00303
64-5328	Stansbury	64	B2	0.8218	0.00189
64-5330	Stansbury	64	B1	0.8218	0.00189
64-5332	Stansbury	64	B2	0.8218	0.00189
64-5334	Stansbury	64	B2	0.8218	0.00189
64-5336	Stansbury	64	B1	0.8218	0.00189
64-5338	Stansbury	64	B2	0.8218	0.00189

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
65-5578	Wellington	65	--	0.9534	0.00219
65-5580	Wellington	65	--	0.9534	0.00219
65-5582	Wellington	65	--	0.9534	0.00219
65-5584	Wellington	65	--	0.9534	0.00219
65-5586	Wellington	65	--	0.9534	0.00219
65-5588	Wellington	65	--	0.9534	0.00219
65-5590	Wellington	65	--	0.9534	0.00219
66-5566	Cromwell	66	C	1.2759	0.00294
66-5568	Cromwell	66	C	1.2759	0.00294
66-5570	Cromwell	66	C	1.2759	0.00294
66-5572	Cromwell	66	C	1.2759	0.00294
61-5625	Reserve	61	D2	0.9837	0.00226
61-5627	Reserve	61	D2	0.9837	0.00226
61-5629	Reserve	61	D2	0.9837	0.00226
61-5631	Reserve	61	D2	0.9837	0.00226
61-5633	Reserve	61	D2	0.9837	0.00226
61-5635	Reserve	61	D2	0.9837	0.00226
63-5354	Stansbury	63	B2	0.8218	0.00189
63-5352	Stansbury	63	B1	0.8218	0.00189
63-5350	Stansbury	63	B2	0.8218	0.00189
63-5348	Stansbury	63	B2	0.8218	0.00189
63-5346	Stansbury	63	B1	0.8218	0.00189
63-5344	Stansbury	63	B2	0.8218	0.00189
62-5647	Reserve	62	D2	0.9837	0.00226
62-5649	Reserve	62	D2	0.9837	0.00226
62-5651	Reserve	62	D2	0.9837	0.00226
62-5653	Reserve	62	D2	0.9837	0.00226
62-5655	Reserve	62	D2	0.9837	0.00226
62-5657	Reserve	62	D2	0.9837	0.00226
80-5327	Franklin	80	--	0.7231	0.00166
80-5329	Franklin	80	--	0.7231	0.00166
80-5331	Franklin	80	--	0.7231	0.00166
80-5333	Franklin	80	--	0.7231	0.00166
80-5335	Franklin	80	--	0.7231	0.00166
80-5337	Franklin	80	--	0.7231	0.00166

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
81-5341	Franklin	81	--	0.7231	0.00166
81-5343	Franklin	81	--	0.7231	0.00166
81-5345	Franklin	81	--	0.7231	0.00166
81-5347	Franklin	81	--	0.7231	0.00166
81-5349	Franklin	81	--	0.7231	0.00166
81-5351	Franklin	81	--	0.7231	0.00166
82-5642	Austin	82	B	0.8482	0.00195
82-5644	Austin	82	B	0.8482	0.00195
82-5646	Austin	82	B	0.8482	0.00195
82-5648	Austin	82	B	0.8482	0.00195
82-5650	Austin	82	B	0.8482	0.00195
82-5652	Austin	82	B	0.8482	0.00195
83-5729	Austin	83	B	0.8482	0.00195
83-5731	Austin	83	B	0.8482	0.00195
83-5733	Austin	83	B	0.8482	0.00195
83-5735	Austin	83	B	0.8482	0.00195
83-5737	Austin	83	B	0.8482	0.00195
83-5739	Austin	83	B	0.8482	0.00195
84-5326	Reserve	84	D2	0.9837	0.00226
84-5328	Reserve	84	D2	0.9837	0.00226
84-5330	Reserve	84	D2	0.9837	0.00226
84-5332	Reserve	84	D2	0.9837	0.00226
84-5334	Reserve	84	D2	0.9837	0.00226
84-5336	Reserve	84	D2	0.9837	0.00226
84-5338	Reserve	84	D2	0.9837	0.00226
84-5340	Reserve	84	D2	0.9837	0.00226
43-5275	Wellington	43	--	0.9534	0.00219
43-5277	Wellington	43	--	0.9534	0.00219
43-5279	Wellington	43	--	0.9534	0.00219
43-5281	Wellington	43	--	0.9534	0.00219
43-5283	Wellington	43	--	0.9534	0.00219
43-5285	Wellington	43	--	0.9534	0.00219
43-5287	Wellington	43	--	0.9534	0.00219

UNITS ADDED HEREBY:

42-5251	Stansbury	42	B2	0.8218	0.00189
42-5253	Stansbury	42	B2	0.8218	0.00189
42-5255	Stansbury	42	B1	0.8218	0.00189
42-5257	Stansbury	42	B2	0.8218	0.00189
42-5259	Stansbury	42	B2	0.8218	0.00189
42-5261	Stansbury	42	B1	0.8218	0.00189
42-5263	Stansbury	42	B2	0.8218	0.00189
42-5265	Stansbury	42	B2	0.8218	0.00189
					1.00

EXHIBIT "F"

SEVENTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

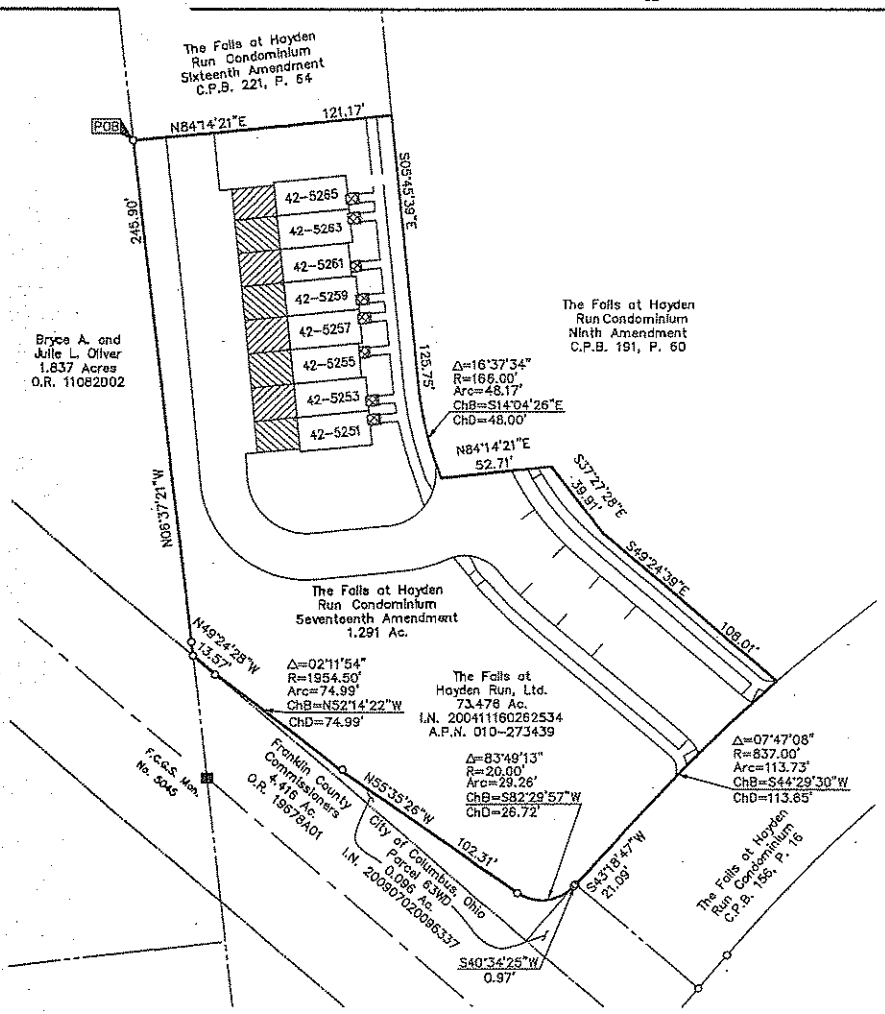
Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Tembury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.

Condo Ref # 202050800646006

200064607
Pg: 28
Fee: 720120033221
Date: 8/14/2012 RECORDING LOAD
Franklin County Recorder

THE DRAWINGS
THE FALLS AT HAYDEN RUN CONDOMINIUM SEVENTEENTH AMENDMENT
VIRGINIA MILITARY SURVEY NO. 3453
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO



LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

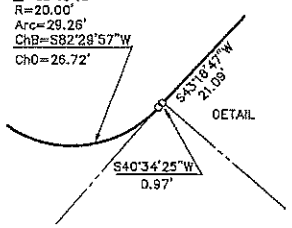
= Limited Common Element

42-5251 = Unit Designation

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

50' 0 50' 100'
GRAPHIC SCALE (in feet)



Schedule B Items from Title Commitment No. FALLSATHAYDENRUN.PFT issued by Connor Land Title Agency, Ltd. with an effective date of June 3, 2011 at 7:00 A.M.

Ohio-Midland Light and Power Company by deed of record in Deed Book 1161, Page 570. No widths were given and the easements cannot be plotted from the description provided.

Ohio-Midland Light and Power Company by deed of record in Deed Book 1162, Page 122. No widths were given and the easements cannot be plotted from the description provided.

Gas Pipeline Easement to Inland Corp by deed of record in Deed Book 2567, Page 484 is located on the subject tract.

Ohio-Midland Light and Power Company by deed of record in Deed Book 1240, Page 425 (Blanket Easement).

Parcel is in the area described in a Blanket Gas Pipeline Easement to Sinclair Refining Company, a Maine Corporation, by deed of record in Deed Book 1064, Page 327, assigned to Ohio River Pipe Line Company in Deed of record Assignment and Release Volume 190, Page 4511, as amended by Easement Amendment with License of record in Instrument Number 200503100043699, as Amended by Easement Amendment with Partial Release of record in Instrument Number 200503100043701.

Gas Easement to Columbia Gas of Ohio by deed of record in Instrument Number 200502090024760 is located on the subject tract.

Sanitary Sewer Easement to the City of Columbus, Ohio by deed of record in Instrument Number 200502280035114 is located on the subject parcel as shown hereon.

Sanitary Sewer Easement to the City of Columbus, Ohio by deed of record in Instrument Number 200504150070899 is located on the subject tract.

Electric Easement to Columbus Southern Power Company by deed of record in Instrument Number 200511230246967 is located on the subject tract.

Electric Easement to Columbus Southern Power Company by deed of record in Instrument Number 200511230246978 is located on the subject tract.

Electric Easement to Columbus Southern Power Company by deed of record in Instrument Number 200511230246979 is located on the subject tract.

5' Easement to The Ohio Bell Telephone Company (dba SBC Ohio) by deed of record in Instrument Number 200601130009118. Easement can not be plotted by the description provided.

Easements granted in Reciprocal Agreement Concerning Easements, Covenants, Conditions and Restrictions by deed of record in Instrument Number 200602020020919 are located on the subject tract.

Sanitary Sewer Easement to City of Columbus, Ohio by deed of record in Instrument Number 200603310060645 is located on the subject tract.

5' Easements to The Ohio Bell Telephone Company (dba AT&T Ohio) by deed of record in Instrument Number 200701160010575 is located on the subject parcel. Easement is over the cable when it is installed.

30' Sanitary Sewer Easements to City of Columbus, Ohio by deed of record in Instrument Number 200707200127701, Instrument Number 200910180150141, and Instrument Number 200907020096349 is located on the subject tract.

10' Telephone Easement to The Ohio Bell Telephone Company (dba AT&T Ohio) by deed of record in Instrument Number 200903230040158 is located on the subject parcel. Easement cannot be plotted from description provided.

NOTE:
Easement Not listed in Title Commitment Number FALLSATHAYDRUN.PFT: Sanitary Sewer Easement to City of Columbus, Ohio by deed of record in Instrument Number 200910190150141 is located on the subject tract.

This drawing is based on an actual field survey performed in October of 2004.

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, as per South Zone NAD 83 (1986 Adjustment). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

CERTIFICATION

I certify that this drawing, consisting of ___ sheet, accurately reflects the location of improvements and recorded easements from Title Commitment Number FALLSATHAYDENRUN.PFT issued by Connor Land Title Agency of THE FALLS AT HAYDEN RUN CONDOMINIUM, with respect to the property shown on this drawing for the sole purpose of complying with ORC 5311.07.

By _____ 5/3/12
Registered Surveyor No. 8250
Edward J. Miller

STATE OF OHIO * EDWARD J. MILLER 8250 REGISTERED PROFESSIONAL SURVEYOR *

I certify that this drawing, consisting of ___ sheet, accurately shows each building of THE FALLS AT HAYDEN RUN CONDOMINIUM, as constructed, with respect to the property shown on this drawing for the sole purpose of complying with ORC 5311.07.

By _____ 5/3/12
Registered Engineer No.

STATE OF OHIO * CRAIG A. BONNING E-54300 REGISTERED PROFESSIONAL ENGINEER *

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

Date: April 6, 2012
Scale: 1" = 40'
Job No: 2012-0532
Sheet: 1 of 1

REVISIONS

MARK	DATE	DESCRIPTION

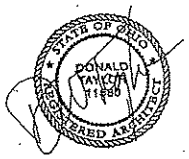
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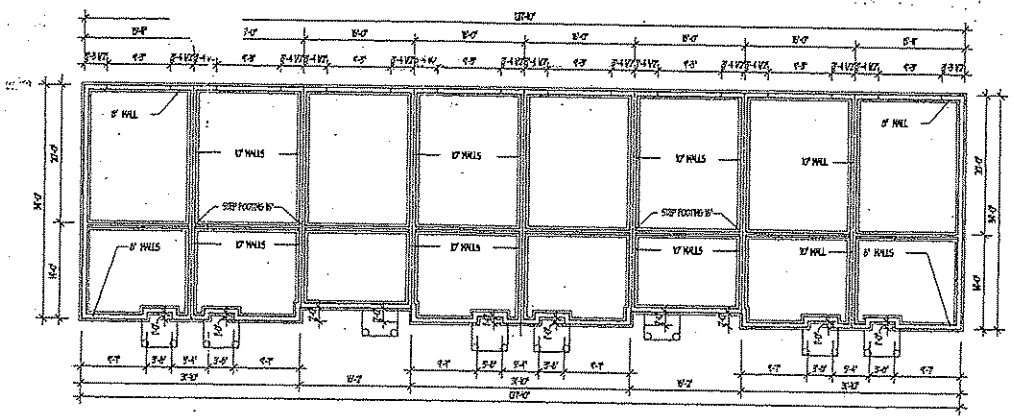
CONDO PLAT BOOK 226 PAGE 39

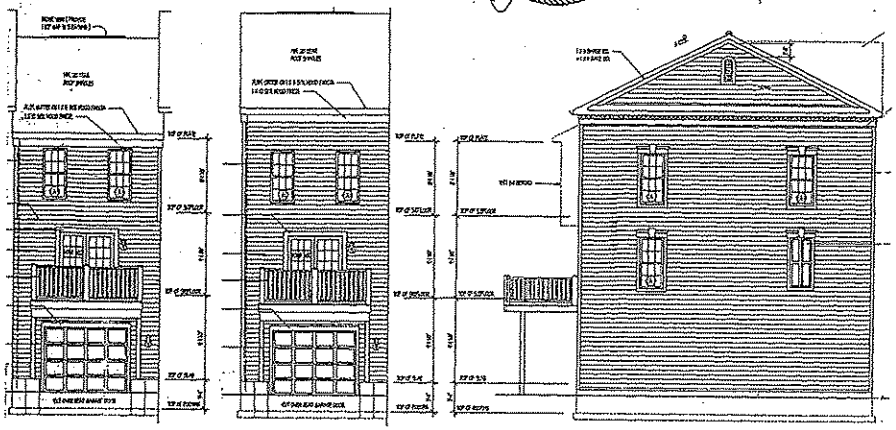
The Drawings of

The Falls at Hayden Run Condominium

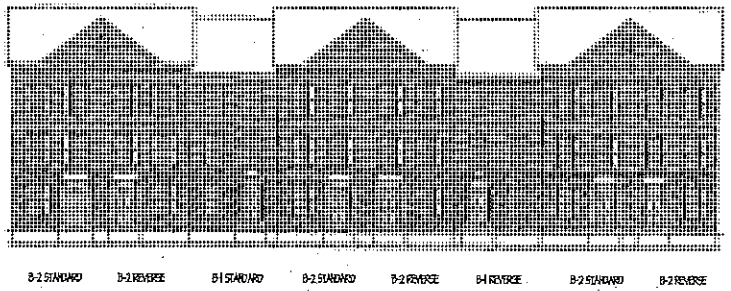
Seventeenth Amendment







FOUNDATION PLAN 8 UNIT BUILDING

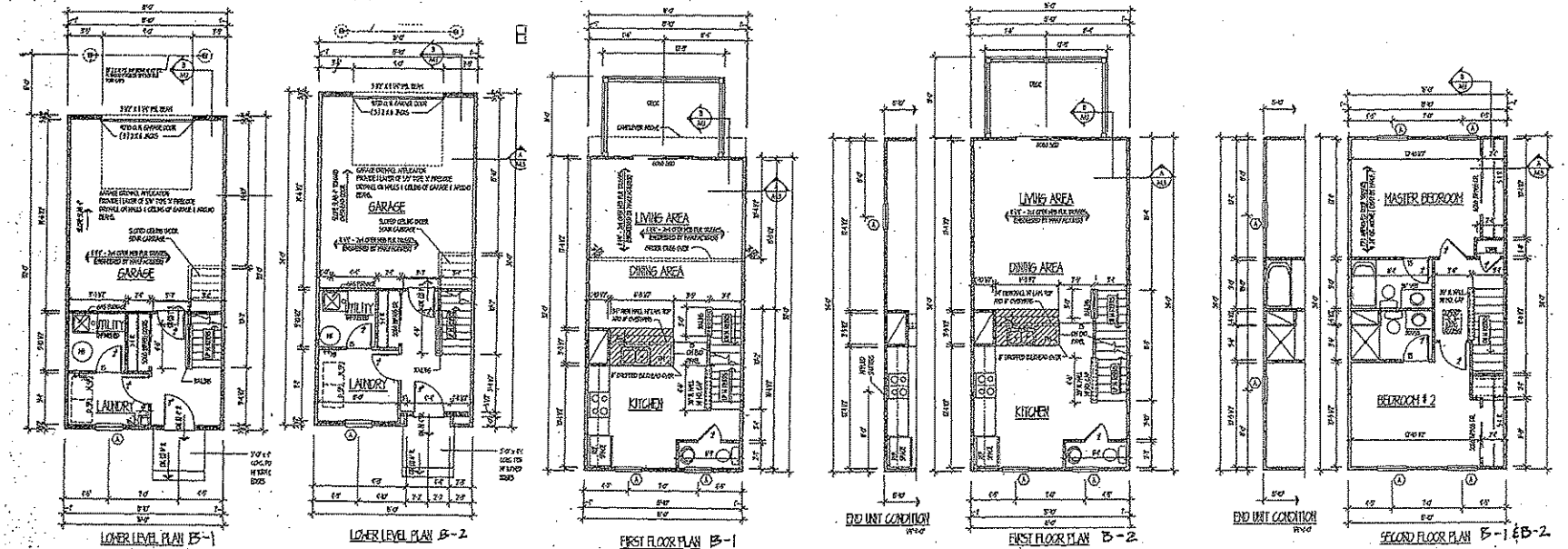


STANDARD 8 UNIT ELEVATION

B1 REAR ELEVATIONS

B2 REAR ELEVATIONS

SIDE ELEVATION



LOWER LEVEL PLAN B-1

LOWER LEVEL PLAN B-2

FIRST FLOOR PLAN B-1

END UNIT CONDITION

FIRST FLOOR PLAN B-2

END UNIT CONDITION

SECOND FLOOR PLAN B-1 & B-2

Franklin County Recorder

EIGHTEENTH AMENDMENT
TO
DECLARATION AND BYLAWS CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
FOR
THE FALLS AT HAYDEN RUN CONDOMINIUM

This Eighteenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership ("Amendment") for THE FALLS AT HAYDEN RUN CONDOMINIUM is made on or as of the 4th day of October, 2012.

Recitals

A. The Falls at Hayden Run Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio (the "Condominium Act") by the filing of the Declaration and Bylaws Creating and Establishing A Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for The Falls at Hayden Run Condominium recorded as Instrument 200510260225306 of the records of the Franklin County, Ohio Recorder (the "Declaration") and the Drawings filed in connection therewith recorded at Condominium Plat Book 156, pages 16-52 of the records of the Franklin County, Ohio Recorder ("Drawings").

CERTIFICATE OF AUDITOR

A copy of this Eighteenth Amendment to Declaration and Bylaws Creating And Establishing A Plan For Condominium Ownership, together with the Eighteenth Amendment to the Drawings attached thereto, was filed with this office on OCT 10 PM, 2012.

By: Clarence E. Mingo II
Auditor, Franklin County, Ohio
By Sherman Christian

TRANSFERRED

OCT 10 2012

AUDITOR
FRANKLIN COUNTY, OHIO

Condo plat 201210100157994

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO 388 PAGE 78-80

B. The Declaration was amended to add additional Units pursuant to that certain First Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 10, 2006 recorded as Instrument Number 200603210052558 of the records of the Franklin County, Ohio Recorder ("First Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 163, Pages 70-77 of the records of the Franklin County, Ohio Recorder("First Drawings").

C. The Declaration was further amended to add additional Units pursuant to that certain Second Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 24, 2006 and filed for record as Instrument Number 200604280079855 of the records of the Franklin County, Ohio Recorder ("Second Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 165, Pages 96-113, of the records of the Franklin County, Ohio Recorder ("Second Drawings").

D. The Declaration was further amended to add additional Units pursuant to that certain Third Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 26, 2006 and filed for record as Instrument Number 200606060108892 of the records of the Franklin County, Ohio Recorder ("Third Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 168, Pages 28-53, of the records of the Franklin County, Ohio Recorder ("Third Drawings").

E. The Declaration was further amended to add additional Units pursuant to that certain Fourth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 14, 2006 and filed for record as Instrument Number 200608250169152 of the records of the Franklin County, Ohio Recorder ("Fourth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 174, Pages 6-20, of the records of the Franklin County, Ohio Recorder ("Fourth Drawings").

F. The Declaration was further amended to add additional Units pursuant to that certain Fifth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 31, 2006 and filed for record as Instrument Number 200611080224434 of the records of the Franklin County, Ohio Recorder ("Fifth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 178, Pages 37-54, of the records of the Franklin County, Ohio Recorder ("Fifth Drawings").

G. The Declaration was further amended to add additional Units pursuant to that certain Sixth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated December 20, 2006 and filed for record as Instrument Number 200701030001222 of the records of the Franklin County, Ohio Recorder ("Sixth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 180, Pages 68-73, of the records of the Franklin County, Ohio Recorder ("Sixth Drawings").

H. The Declaration was further amended to add additional Units pursuant to that certain Seventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated February 19, 2007 and filed for record as Instrument Number 200703010035542 of the records of the Franklin County, Ohio Recorder ("Seventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 182, Pages 91-117, of the records of the Franklin County, Ohio Recorder ("Seventh Drawings").

I. The Declaration was further amended to add additional Units pursuant to that certain Eighth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 11, 2007 and filed for record as Instrument Number 200705170086364 of the records of the Franklin County, Ohio Recorder ("Eighth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 186, Pages 58-78, of the records of the Franklin County, Ohio Recorder ("Eighth Drawings").

J. The Declaration was further amended to add additional Units pursuant to that certain Ninth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated August 23, 2007 and filed for record as Instrument Number 200709070158398 of the records of the Franklin County, Ohio Recorder ("Ninth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 191, Pages 60-78, of the records of the Franklin County, Ohio Recorder ("Ninth Drawings").

K. The Declaration was further amended to add additional Units pursuant to that certain Tenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated November 21, 2007 and filed for record as Instrument Number 200712050209341 of the records of the Franklin County, Ohio Recorder ("Tenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 196, Pages 74-97, of the records of the Franklin County, Ohio Recorder ("Tenth Drawings").

L. The Declaration was further amended to add additional Units pursuant to that certain Eleventh Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 31, 2008 and filed for record as Instrument Number 200804040051234 of the records of the Franklin County, Ohio Recorder ("Eleventh Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 201, Pages 36-62, of the records of the Franklin County, Ohio Recorder ("Eleventh Drawings").

M. The Declaration was further amended to add additional Units pursuant to that certain Twelfth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated May 30, 2008 and filed for record as Instrument Number 200806090087843 of the records of the Franklin County, Ohio Recorder ("Twelfth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 203, Pages 62-89, of the records of the Franklin County, Ohio Recorder ("Twelfth Drawings").

N. The Declaration was further amended to add additional Units pursuant to that certain Thirteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated March 9, 2009 and filed for record as Instrument Number 200903190038762 of the records of the Franklin County, Ohio Recorder ("Thirteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 209, Pages 34-42, of the records of the Franklin County, Ohio Recorder ("Thirteenth Drawings").

O. The Declaration was further amended to add additional Units pursuant to that certain Fourteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated October 14, 2009 and filed for record as Instrument Number 200910290156251 of the records of the Franklin County, Ohio Recorder ("Fourteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 213, Pages 5-11, of the records of the Franklin County, Ohio Recorder ("Fourteenth Drawings").

Fifteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 5, 2010 and filed for record as Instrument Number 201004130044257 of the records of the Franklin County, Ohio Recorder ("Fifteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 216, Pages 1-28, of the records of the Franklin County, Ohio Recorder ("Fifteenth Drawings").

Q. The Declaration was further amended to add additional Units pursuant to that certain Sixteenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated June 8, 2011 and filed for record as Instrument Number 201106150074713 of the records of the Franklin County, Ohio Recorder ("Sixteenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 221, Pages 64-65, of the records of the Franklin County, Ohio Recorder ("Sixteenth Drawings").

R. The Declaration was further amended to add additional Units pursuant to that certain Seventeenth Amendment to Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium dated April 17, 2012 and filed for record as Instrument Number 201205080064606 of the records of the Franklin County, Ohio Recorder ("Seventeenth Amendment") and the Drawings filed in connection therewith recorded at Condominium Plat Book 226, Pages 38-39, of the records of the Franklin County, Ohio Recorder ("Seventeenth Drawings").

S. Pursuant to the provisions of Article XVII of the Declaration and the provisions of the Condominium Act, Declarant (The Falls at Hayden Run, Ltd.) desires by this amendment to add a portion of the Additional Property to the Condominium, which Additional Property (hereinafter described) meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW, THEREFORE, Declarant, the sole creator of the Condominium, and currently the sole owner of all of the additional Units of the Condominium to be added pursuant to this Amendment, hereby declares and amends the Declaration and Drawings as follows:

1. Definitions. Except as modified pursuant to this Amendment, all terms used herein shall have the same meanings as those terms used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of approximately 1.91 acres, more or less, is described in "Exhibit A", attached hereto and hereby made a part hereof. A sketch site plan showing the composition of the property added hereby is attached hereto as "Exhibit B" and is hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto as "Exhibit C" and is hereby made a part hereof.

3. Name. The Condominium shall continue to be named "The Falls at Hayden Run Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration.

5. Improvement Description. The additional property added to the Condominium Property hereby contains three (3) residential buildings containing an aggregate of eighteen (18) dwelling units, together with two (2) detached garage buildings containing an aggregate of ten (10) garage spaces, which shall be deemed to be part of the dwelling units to which they pertain, expanding the Condominium to contain a total of four hundred ninety (490) dwelling units, each of which is called a "Unit".

The residential buildings contain three-level (one of which levels may be a basement level for some residential buildings) townhouse style dwelling units. Each Unit has a poured concrete lower level (or slab), with J-Cote waterproofing. Further, each Unit consists of wood frame construction with stucco stone or vinyl siding and masonry accents and composition shingle roofs. The principal materials of which these residential buildings are constructed are wood, stone, glass, concrete, vinyl, composition shingle and drywall.

Each Unit added hereby has Limited Common Elements, which Limited Common Elements are described in greater detail in Section 7(b) herein below and are shown on Exhibit "B". In addition, there are green and landscaped areas, and private asphalt drives and parking areas. All improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements which are currently a part of the Condominium Property.

6. Units.

a. Units Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "The Drawings of The Falls at Hayden Run Condominium Eighteenth Amendment" ("Supplementary Drawings"), by a Unit designation, which is a four, five or six digit number corresponding with the numerical portion of the street address of that Unit. A listing of the type and composition of all Units that may be in the Condominium is set forth on the exhibit attached hereto as "Exhibit D", and is hereby made a part hereof. The Unit designation of each Unit added hereby and of each Unit heretofore part of the Condominium is set forth on "Exhibit E" attached hereto and hereby made a part hereof.

b. Composition of Units. Each Unit added hereby consists of the space in the buildings designated on the amendment to the Supplementary Drawings with that Unit's unit designation, including and excluding (as appropriate) those same items as are described and defined in the description of Unit types on "Exhibit D". The type of each Unit is shown on the attached "Exhibit E". Except to the extent that they are modified or superseded by the Supplementary Drawings, the Drawings, as amended pursuant to the First Drawings, the Second Drawings, the Third Drawings, the Fourth Drawings, the Fifth Drawings, the Sixth Drawings the Seventh Drawings, the Eighth Drawings, the Ninth Drawings, the Tenth Drawings, Eleventh Drawings, Twelfth Drawings, Thirteenth Drawings, Fourteenth Drawings, Fifteenth Drawings, Sixteenth Drawings and the Seventeenth Drawings, shall continue in full force and effect.

c. Unit Locations. The location of each Unit added hereby is shown on the Supplementary Drawings, and is also shown on "Exhibit B". Each Unit has direct access to Common Elements or beneficial easements leading directly to Hayden Run Road, a public street.

7. Common and Limited Common Elements.

a. Common Elements. All of the additional property hereby added to the Condominium Property, along with all of the other land and all improvements thereon and appurtenances thereto (except those portions labeled or described herein or in the Supplementary Drawings as a part of a Unit) are Common Elements.

b. Limited Common Elements. Those portions of the Common Elements that are added hereby that are labeled or designated "limited common elements" on the amendment to the Drawings filed herewith are Limited Common Elements. These Limited Common Elements are comprised as follows: (A) front porch or stoop areas for each Unit added, (B) as to the eight (8) Units in the Stansbury style building, a rear deck and one (1) parking space immediately outside the attached garage door opening, and (C) as to the ten (10) Units in the Austin style buildings, the area between the rear of the Unit and the detached parking garage building, which area may include a stoop/porch area and a concrete patio. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units, which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Elements of each Unit in the Condominium (as expanded hereby) as thereby allocated and reallocated, are as designated on the attached "Exhibit E". All Units added also have par values assigned on "Exhibit F" attached hereto. "Exhibit E" attached hereto supersedes, in its entirety, "Exhibit C" of the Declaration, as previously amended. The Common Elements shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Elements. Further, the undivided interest of a Unit in the Common Elements shall not be separated from the Unit to which it appertains.

8. Effects of Modification. Upon the filing for record of this Amendment to the Declaration, adding the additional property to the Condominium Property:

a. the added portion shall thereafter be subject to and benefited by all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property. In other words, the rights, easements, covenants, restrictions and assessment plan set forth therein shall run with, bind and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the Condominium Property;

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

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

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 4th day of October, 2012.

DECLARANT:

THE FALLS AT HAYDEN RUN, LTD.,
an Ohio limited liability company

By: _____
L. Brent Miller, President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by L. Brent Miller, the President of The Falls at Hayden Run, Ltd., an Ohio limited liability company, on behalf of said limited liability company, this 4th day of October, 2012.

MARIA J. IRACKI, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

_____
Notary Public

This instrument prepared by: Christopher N. Swank, Bricker & Eckler LLP
100 South Third Street, Columbus, Ohio 43215

EIGHTEENTH AMENDMENT
PART 2

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 and part of that 18.246 acre tract conveyed to The Falls at Hayden Run Ltd. by deed of record in Instrument Number 200411160262535 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at an iron pin set at a southeasterly corner of "The Falls at Hayden Run Condominium Tenth Amendment Part 2" of record in Condominium Plat Book 196, Page 74, with the westerly line of Reserve "A" of that plat entitled "The Falls at Hayden Run Part 1" of record in Plat Book 107, Page 96, being the westerly right-of-way line of Pyramid Falls Drive (Private) of record in Plat Book 107, Page 96;

thence South 05° 45' 39" East, with the westerly line of said Reserve "A", the westerly right-of-way line of said Pyramid Falls Drive (Private), a distance of 87.50 feet to an iron pin set at a point of curvature to the right;

thence continuing with westerly line of said Reserve "A", the westerly right-of-way line of said Pyramid Falls Drive (Private), with the arc of said curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, a chord bearing and distance of South 39° 14' 21" West, 28.28 feet to an iron pin set in the northerly line of Sentinel Falls Street of record in Plat Book 107, Page 96;

thence South 84° 14' 21" West, with the northerly right-of-way line of said Sentinel Falls Street, a distance of 172.00 feet to an iron pin set at a point of curvature to the right;

thence continuing with the northerly right-of-way line of said Sentinel Falls Street, with the arc of said curve to the right, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, a chord bearing and distance of North 50° 45' 39" West, 28.28 feet to an iron pin set;

thence South 84° 14' 21" West, continuing with the northerly right-of-way line of said Sentinel Falls Street, a distance of 13.00 feet to an iron pin set at a southeasterly corner of "The Falls at Hayden Run Condominium Fourth Amendment" of record in Condominium Plat Book 174, Page 6;

thence North 05° 45' 39" West, with the easterly line of said "The Falls at Hayden Run Condominium Fourth Amendment", a distance of 87.56 feet to a point at a southwesterly corner of "The Falls at Hayden Run Condominium Twelfth Amendment" of record in Condominium Plat Book 203, Page 62;

thence North 84° 15' 13" East, with the southerly line of said "The Falls at Hayden Run Condominium Twelfth Amendment" and "The Falls at Hayden Run Condominium Tenth Amendment Part 2", a distance of 225.00 feet to the POINT OF BEGINNING, and containing 0.546 acre of land, more or less, of which 0.251 acre out of Auditor's Parcel number 010-273439 and 0.294 acre is out of Auditor's Parcel Number 010-267763.

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

This description is based on an actual field survey performed in October of 2004.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System proccdurcs and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

10/4/12

Edward J. Miller
Registered Surveyor No. 8250



EJM:tb/ October 2, 2012
0_546 ac 20121274

EIGHTEENTH AMENDMENT
PART 1

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey Number 3453, being part of a 73.476 acre tract conveyed to The Falls at Hayden Run, Ltd. by deed of record in Instrument Number 200411160262534 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING at an iron pin set at a southwesterly corner of "The Falls at Hayden Run Condominium Fifteenth Amendment" of record in Condominium Plat Book 216, Page 1, being in the easterly line of that 2.862 acre tract conveyed to Ronald L. Wallace and Jodi L. Wallace by deed of record in Instrument Number 200912020174178;

thence North 84° 14' 21" East, with the southerly line of said "The Falls at Hayden Run Condominium Fifteenth Amendment", a distance of 127.26 feet to a point in the westerly line of "The Falls at Hayden Run Condominium Tenth Amendment Part 1" of record in Condominium Plat Book 196, Page 74;

thence South 05° 45' 39" East, with the westerly line of said "The Falls at Hayden Run Condominium Tenth Amendment Part 1", a distance of 223.75 feet to a northeasterly corner of "The Falls at Hayden Run Condominium Sixteenth Amendment" of record in Condominium Plat Book 221, Page 64;

thence South 84° 14' 21" West, with the northerly line of said "The Falls at Hayden Run Condominium Sixteenth Amendment", a distance of 123.88 feet to an iron pin set in the easterly line of that 1.837 acre tract conveyed to Bryce A. and Julie L. Oliver by deed of record in Official Record 11082D02;

thence North 06° 37' 21" West, with the easterly line of said 1.837 acre and 2.862 acre tracts, a distance of 223.77 feet to the POINT OF BEGINNING, and containing 0.645 acre of land, more or less, and being out of Auditor's Parcel number 010-273439.

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

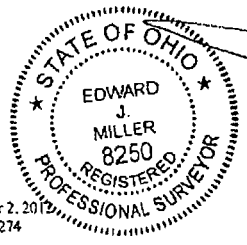
This description is based on an actual field survey performed in October of 2004.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on are based on the Ohio State Plane Coordinate System South Zone NAD 83, 1986 adjustment. Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, with a bearing of North 88° 53' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

10/4/12



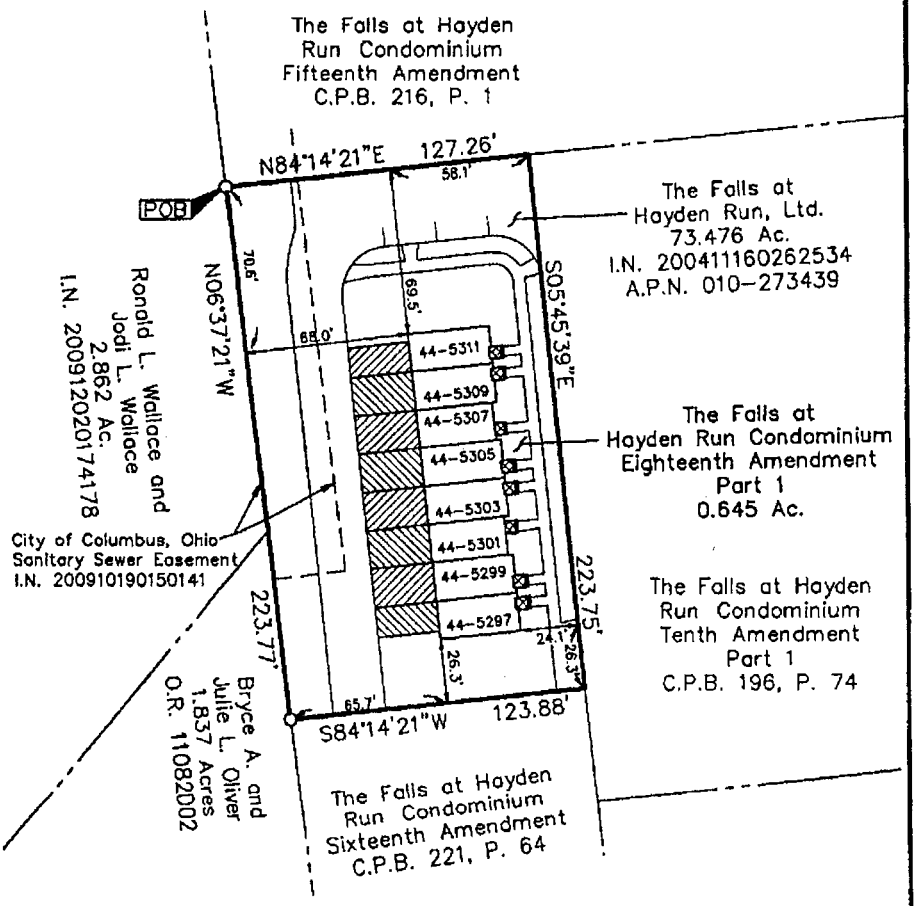
Edward J. Miller
Registered Surveyor No. 8250

EJM:tb/ October 2, 2012
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Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

FALLS AT HAYDEN RUN CONDOMINIUM
EIGHTEENTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date: August 21, 2012	Job No. 2012-1274	Scale: 1" = 60'



LEGEND

Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

= Limited Common Element

42-5251 = Unit Designation

● = Iron Pin Found

○ = Iron Pin Set

■ = Mag. Nail Found

□ = Mag. Nail Set

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

60' 0 60' 120'

GRAPHIC SCALE (in feet)

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

plotted by BAXTER, THERESA on 10/5/2012 1:44:53 PM last saved by TBAXTER on 10/4/2012 3:53:35 PM
J:\2012\2012-1274\Survey\2012127400CONDO10.dwg

MH&T
Schwart, Hambleton & Tilton, Inc.
• Surveyors • Planners • Scientists
Albany Road, Columbus, OH 43054
1.775.4500 Toll Free: 888.775.3648
emht.com

EXHIBIT "B"

FALLS AT HAYDEN RUN CONDOMINIUM
EIGHTEENTH AMENDMENT
DECLARATION OF CONDOMINIUM

Date:	August 21, 2012
Job No.	2012-1274
Scale:	1" = 60'

S OF BEARINGS: Bearings are based on the State Plane Coordinate System, South Zone as NAD 83 (1986 Adjusted). Control for bearings from coordinates of monuments FCGS 8876 and 2221, having a bearing of North 88°53'20" , established by the Franklin County Engineering irtment, using Global Positioning System edures and equipment.

LEGEND
Areas not designated as units or limited common elements are common elements.

= Driveway Limited Common Element

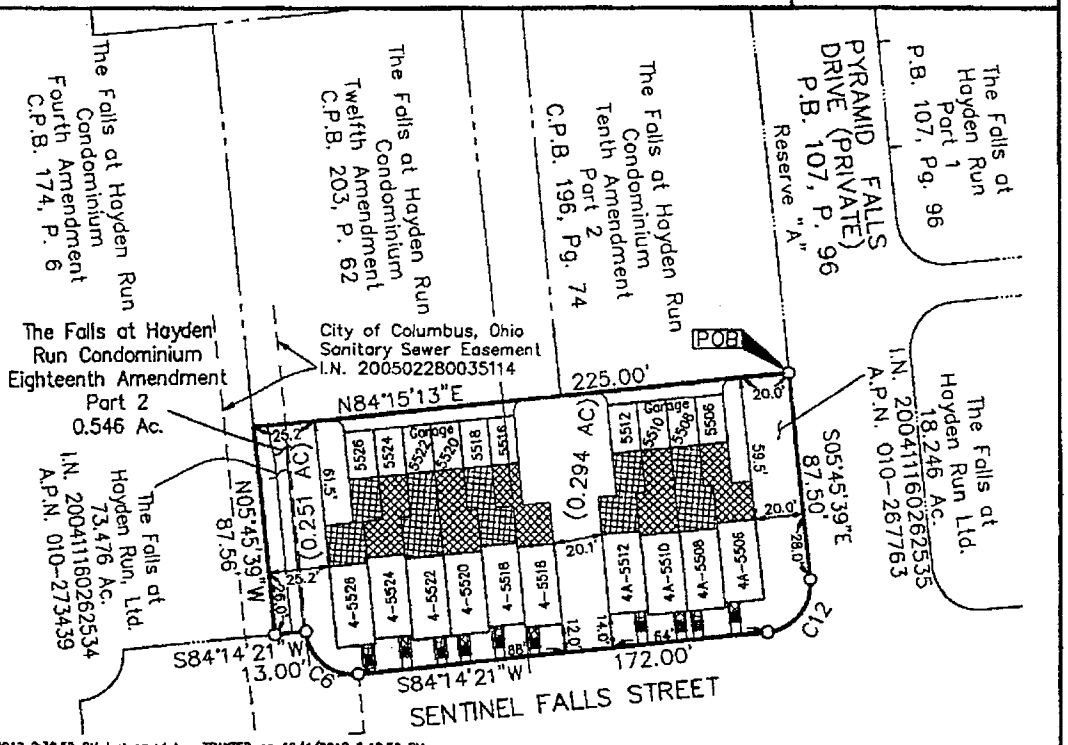
= Limited Common Element

42-5251 = Unit Designation

● = Iron Pin Found
○ = Iron Pin Set
⬟ = Mag. Nail Found
○ = Mag. Nail Set

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

0 60' 120'
GRAPHIC SCALE (in feet)



I\20121274SV\DWG\20120127 4CONDO1.DWG plotted by BAXTER, THERESA on 10/4/2012 2:36:52 PM last saved by TBAXTER on 10/4/2012 2:10:58 PM

EMH&T

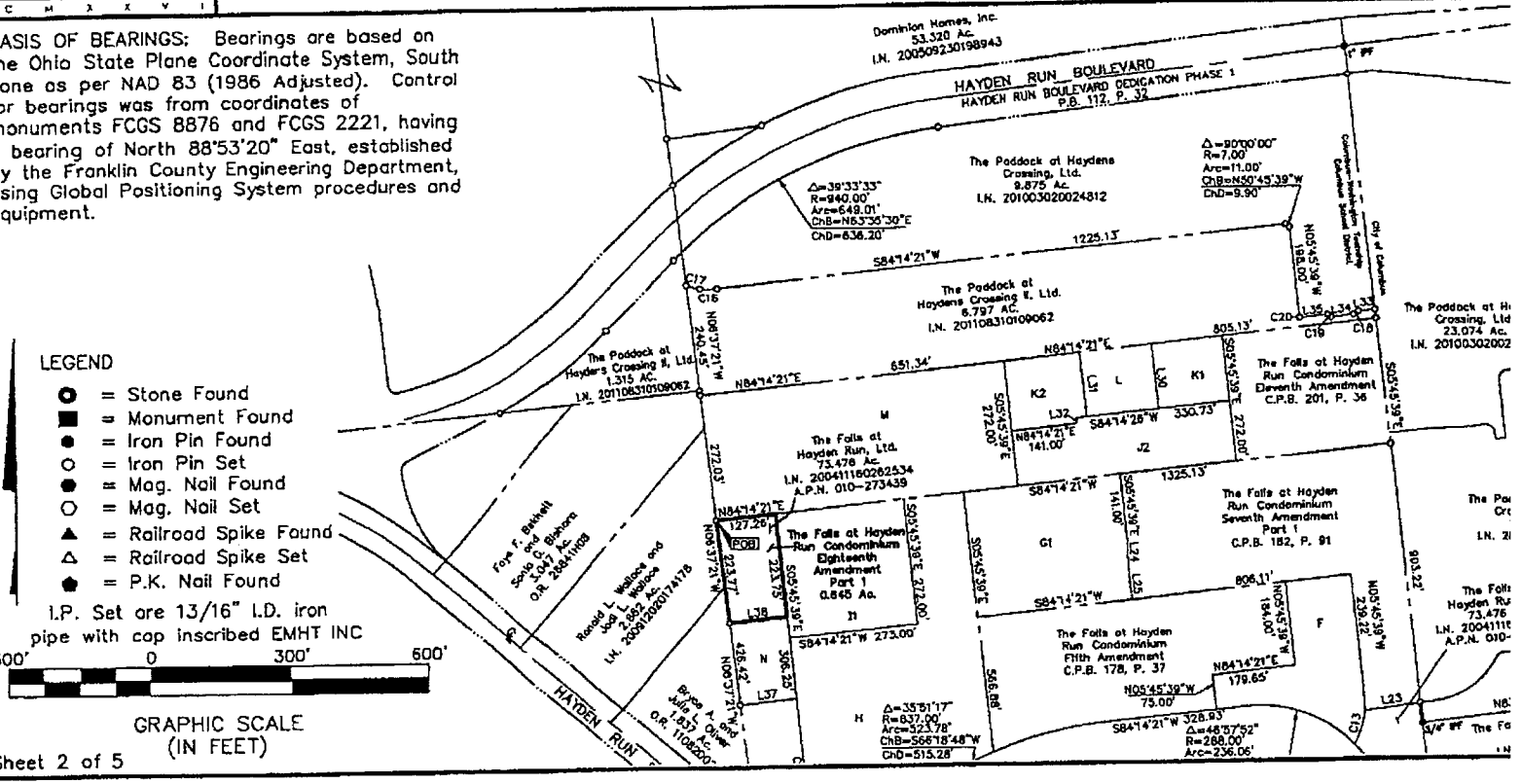
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Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "C"

FALLS AT HAYDEN RUN CONDOMINIUM
EIGHTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: August 21, 2012
Scale: 1" = 300'
Job No: 2012-1274

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjusted). Control for bearings was from coordinates of monuments FCGS 8876 and FCGS 2221, having a bearing of North 88°53'20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



LEGEND

- = Stone Found
- = Monument Found
- = Iron Pin Found
- = Iron Pin Set
- = Mag. Nail Found
- = Mag. Nail Set
- = Railroad Spike Found
- = Railroad Spike Set
- = P.K. Nail Found

I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

300' 0 300' 600'

GRAPHIC SCALE (IN FEET)

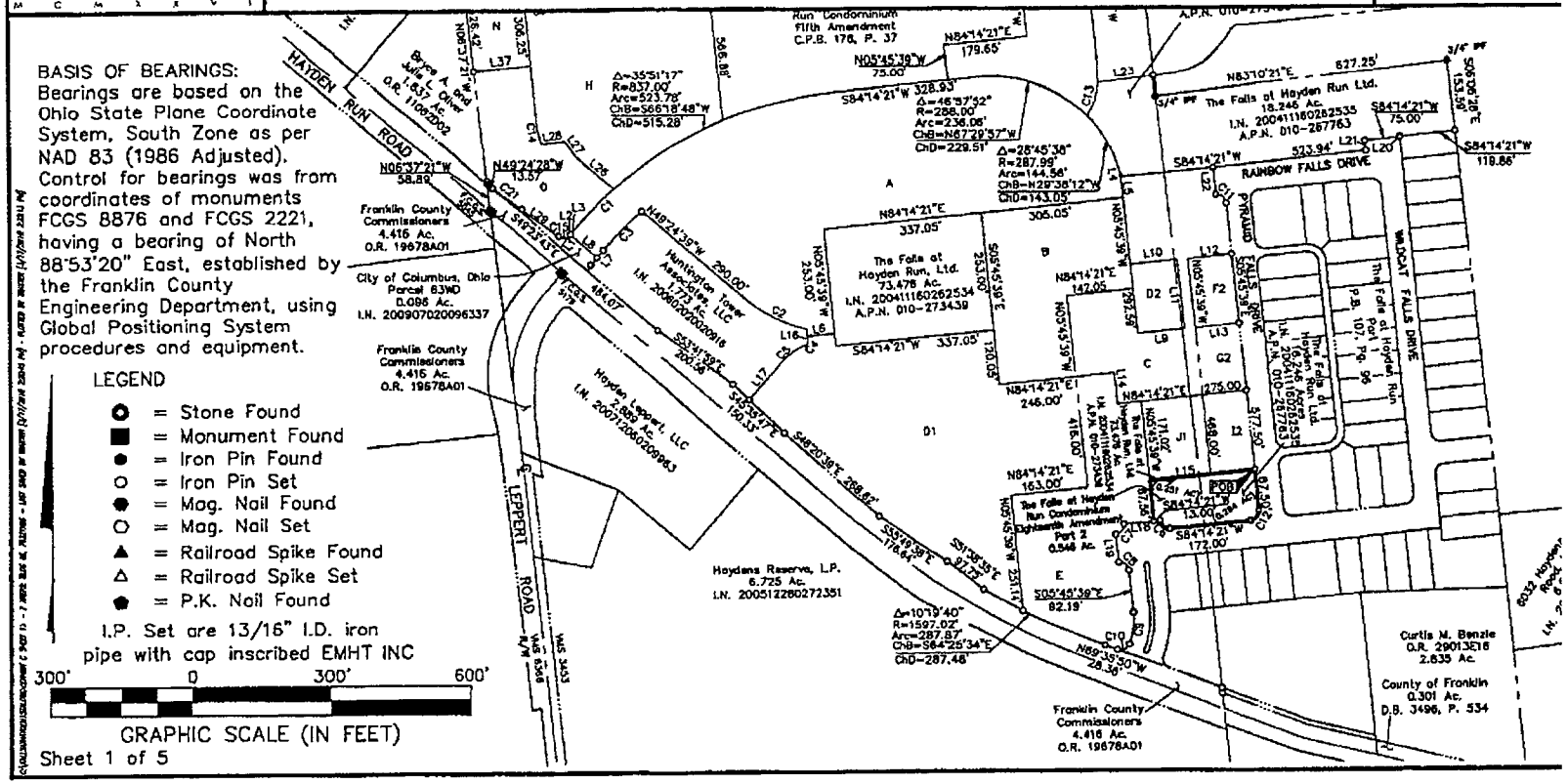
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EXHIBIT "C"

FALLS AT HAYDEN RUN CONDOMINIUM
EIGHTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: August 21, 2012
Scale: 1" = 300'
Job No: 2012-1274



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EXHIBIT "C"
FALLS AT HAYDEN RUN CONDOMINIUM
EIGHTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: August 21, 2012
Scale: 1" = 200'
Job No: 2012-1274

A The Falls at Hayden Run Condominium C.P.B. 156, P. 16

B The Falls at Hayden Run Condominium First Amendment C.P.B. 163, P. 70

C The Falls at Hayden Run Condominium Second Amendment C.P.B. 165, P. 96

D1 The Falls at Hayden Run Condominium Third Amendment Part 1 C.P.B. 168, P. 28

D2 The Falls at Hayden Run Condominium Third Amendment Part 2 C.P.B. 168, P. 28

E The Falls at Hayden Run Condominium Fourth Amendment C.P.B. 174, P. 6

F1 The Falls at Hayden Run Condominium Sixth Amendment C.P.B. 180, P. 68

F2 The Falls at Hayden Run Condominium Seventh Amendment Part 2 C.P.B. 182, P. 91

G1 The Falls at Hayden Run Condominium Eighth Amendment Part 1 C.P.B. 186, P. 58

G2 The Falls at Hayden Run Condominium Eighth Amendment Part 2 C.P.B. 186, P. 58

H The Falls at Hayden Run Condominium Ninth Amendment C.P.B. 191, P. 60

I1 The Falls at Hayden Run Condominium Tenth Amendment Part 1 C.P.B. 196, P. 74

I2 The Falls at Hayden Run Condominium Tenth Amendment Part 2 C.P.B. 196, P. 74

J1 The Falls at Hayden Run Condominium Twelfth Amendment C.P.B. 203, P. 62

J2 The Falls at Hayden Run Condominium Twelfth Amendment C.P.B. 203, P. 62

K1 The Falls at Hayden Run Condominium Thirteenth Amendment Part 1 C.P.B. 209, p. 34

K2 The Falls at Hayden Run Condominium Thirteenth Amendment Part 2 C.P.B. 209, p. 34

L The Falls at Hayden Run Condominium Fourteenth Amendment C.P.B. 213, P. 5

M The Falls at Hayden Run Condominium Fifteenth Amendment C.P.B. 216, P. 1

N The Falls at Hayden Run Condominium Sixteenth Amendment C.P.B. 221, P. 64

O The Falls at Hay Run Condominiu Seventeenth Amenc C.P.B. 226, P. :

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M C M X X V I

FALLS AT HAYDEN RUN CONDOMINIUM
EIGHTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: August 21, 2012 | Job No. 2012-1274 | Scale: 1" = 300'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S40°35'22"W	34.58'
L2	S40°34'25"W	0.97'
L3	S43°18'47"W	21.09'
L4	S05°45'26"E	5.84'
L5	S05°45'24"E	46.00'
L6	N84°14'21"E	59.00'
L7	N40°35'21"E	20.91'
L8	N49°24'39"W	76.00'
L9	S84°14'21"W	98.95'
L10	N84°14'21"E	98.95'
L11	N05°45'39"W	149.09'
L12	N84°14'21"E	95.00'
L13	N84°14'21"E	95.00'
L14	N05°45'39"W	67.37'
L15	N84°15'13"E	225.00'
L16	S05°45'39"E	28.28'
L17	S40°35'21"W	107.18'
L18	N84°14'21"E	76.00'
L19	N05°45'39"W	60.00'
L20	N05°45'39"W	1.71'
L21	S05°45'39"E	21.50'
L22	N05°45'39"W	60.00'
L23	S82°32'32"W	118.60'
L24	N02°20'40"W	67.12'
L25	N05°45'39"W	64.00'
L26	S49°24'39"E	108.01'
L27	S37°27'28"E	39.91'
L28	N84°14'21"E	52.71'
L29	N55°35'26"W	102.31'
L30	N05°45'39"W	141.00'
L31	N05°45'39"W	141.00'
L32	N05°45'39"W	11.00'
L33	N84°14'21"E	35.00'
L34	N84°14'21"E	48.00'
L35	N84°14'21"E	60.14'
L36	N84°14'21"E	121.17'
L37	N84°14'21"E	123.88'
L38	S84°14'21"W	123.89'

\\CMHOME\PROJECTS\2012\2012\1274\2012\1274DWG\CONSTRUCTION\PLOTS\ - 2 SHEETS, MLDS XL XLS1288 - LAST SAVED BY TIMMER (1/16/2013 12:13:50 PM) - PLOTTED BY TIMMER (1/24/2013 10:30:47 AM)

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FALLS AT HAYDEN RUN CONDOMINIUM
EIGHTEENTH AMENDMENT
PLOT PLAN, ENTIRE TRACT

Date: August 21, 2012	Job No. 2012-1274	Scale: 1" = 300'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH BRG	CH
C1	07°47'08"	837.00'	113.73'	S44°29'30"W	113.65'
C2	27°37'38"	306.00'	147.55'	S63°13'27"E	146.12'
C3	08°47'39"	762.00'	116.96'	S44°59'09"W	116.84'
C4	74°19'53"	7.00'	9.08'	N31°24'18"E	8.46'
C5	27°58'54"	130.00'	63.49'	S54°34'47"W	62.86'
C6	90°00'00"	20.00'	31.42'	N50°45'39"W	28.28'
C7	90°00'00"	20.00'	31.42'	N39°14'21"E	28.28'
C8	90°00'00"	20.00'	31.42'	N50°45'39"W	28.28'
C9	24°58'02"	162.00'	70.59'	N06°43'23"E	70.04'
C10	91°12'13"	20.00'	31.84'	N64°48'30"E	28.58'
C11	90°00'00"	20.00'	31.42'	N50°45'39"W	28.28'
C12	90°00'00"	20.00'	31.42'	S39°14'21"W	28.28'
C13	26°43'00"	164.78'	76.84'	N17°29'53"E	76.14'
C14	16°37'34"	166.00'	48.17'	S14°04'26"E	48.00'
C15	83°49'13"	20.00'	29.26'	N82°29'57"E	26.72'
C16	15°56'41"	134.03'	37.30'	N89°51'36"E	37.18'
C17	13°39'20"	130.00'	30.98'	S75°20'24"E	30.91'
C18	53°07'48"	15.00'	13.91'	S57°40'27"W	13.42'
C19	81°47'12"	7.00'	9.99'	N54°52'02"W	9.17'
C20	08°12'48"	7.00'	1.00'	N01°39'15"W	1.00'
C21	02°11'54"	1954.50'	74.99'	N52°14'22"W	74.99'

EIGHTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

BUILDING TYPE: RESERVE

Reserve buildings may contain any number of Units from four (4) to nine (9). Reserve building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Reserve building excludes the space in the detached garage, if any, for each such Unit.

D - UNIT TYPES

D2 2 Bedroom Unit	The D2 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of two (2) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D2 Unit contains approximately 360 square feet.
D3 3 Bedroom Unit	The D3 Unit is constructed with a basement and has two (2) levels above grade with approximately 1,869 gross square feet. The basement level contains approximately 589 square feet consisting of an unfinished family room and a laundry/mechanical room. The above grade first level contains approximately 640 square feet consisting of kitchen, and living-dining room. The upper level contains approximately 640 square feet consisting of three (3) bedrooms and two (2) bathrooms. The detached garage, if any, which shall be a part of the D3 Unit contains approximately 360 square feet.

Initial buyers of a D2 Unit or a D3 Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain D2 Units or D3 Units may elect to have a detached 2 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 2 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a D2 Unit or a D3 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a D2 Unit or a D3 Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Brickshire building includes the space in the attached garage for each such Unit.

B - UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 2,083 gross square feet. The basement level contains approximately 588 square feet consisting of an unfinished family room. The above grade first level contains approximately 844 square feet consisting of kitchen, living-dining room, lavatory and a front load, garage for one (1) car containing approximately 238 square feet. The upper level contains approximately 651 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a B Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

Austin buildings may contain any number of Units from six (6) to eight (8). Austin building style Units may or may not include one or more parking spaces in a detached garage. The square footage of each Unit in the Austin building excludes the space in the detached garage, if any, for each such Unit.

B UNIT TYPES

B 2 Bedroom Unit	The B Unit is constructed with a basement and has two (2) levels above grade with approximately 1,588 gross square feet. The basement level contains approximately 500 square feet consisting of an unfinished family room and a laundry/mechanical room. The B unit has an above grade level that contains approximately 544 sq. ft. consisting of a kitchen, and living/dining room. The B unit has an upper level that contains approximately 544 sq. ft. which may consist of two (2) bedrooms and either one (1) master bathroom or two (2) bathrooms in place of the one (1) master bathroom as determined at build-out. The detached garage, if any, which shall be a part of the B Unit contains approximately 360 square feet.

Initial buyers of a B Unit may elect to have the basement level finished out as a living area and have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of certain B Units may elect to have a detached 1 car garage, at additional cost to the buyers. Initial buyers of a Unit with a detached 1 car garage may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a B Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include a level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

building style Unit shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Wellington building includes the space in the attached garage for each Unit.

2 Bedroom Unit	The Unit has (3) levels above grade with approximately 2,040 gross square feet. The Unit is constructed at grade on a concrete slab. The first level contains approximately 680 square feet consisting of a den, mechanical space, and a garage for two (2) cars consisting of approximately 396 square feet. The second level above grade contains approximately 680 square feet consisting of a kitchen with eating space, a half bath, and a living room. The upper level contains approximately 680 square feet consisting of two (2) bedrooms, two (2) baths, and a laundry room.

Initial buyers of a Unit in a Wellington building may elect to have a Garage Door Opener installed, at additional cost to the buyers.

Initial buyers of a Unit within a Wellington building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Wellington building may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

style Unit shall have exclusive use of either one (1) parking space in an attached single car garage or two (2) parking spaces in an attached two-car garage. The square footage of each Unit in the Ternbury building includes the space in the attached garage for each Unit.

UNIT TYPES

R 3 Bedroom Unit	The R Unit is constructed on a concrete slab or crawl space and has two (2) levels above grade with approximately 2,734 gross square feet. The first floor level contains approximately 1,504 sq. ft. consisting of a living room, dining room, kitchen, laundry room, lavatory, Florida room, one (1) bedroom and one (1) bathroom and an attached two (2) car garage with approximately 393 sq. ft. The second floor level contains approximately 837 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of an R Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of an R Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of an R Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of an R Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

Cromwell building shall have exclusive use of two (2) parking spaces in an attached two (2) car garage. The square footage of each Unit in the Cromwell building includes the space in the attached garage for each Unit.

C - UNIT TYPES

C 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 2,862 gross square feet. The basement level contains approximately 732 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,132 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars that contains approximately 380 square feet. The upper level contains approximately 998 square feet consisting of three (3) bedrooms and two (2) bathrooms.
C+ 3 Bedroom Unit	The C Unit is constructed with a basement and has two (2) levels above grade with approximately 3,040 gross square feet. The basement level contains approximately 775 square feet consisting of an unfinished family room and utility area. The above grade first level contains approximately 1,188 square feet consisting of a kitchen, dining room, living room, lavatory and a rear load garage for two (2) cars consisting of approximately 380 square feet. The upper level contains approximately 1,077 square feet consisting of three (3) bedrooms and two (2) bathrooms.

Initial buyers of a C Unit or C+ Unit may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a C Unit or a C+ Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a C Unit or a C+ Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a C Unit or C+ Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

Stansbury buildings may contain any number of Units from six (6) to twelve (12). Each Stansbury building style Unit shall have exclusive use of a parking space in an attached single car garage. The square footage of each Unit in the Stansbury building includes the space in the attached garage for each Unit.

UNIT TYPES

B1 2 Bedroom Unit	The B1 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,536 gross square feet. The first floor level contains approximately 512 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 512 square feet consisting of a kitchen, lavatory and a living room. The third floor level contains approximately 512 square feet consisting of two (2) bedrooms and two (2) bathrooms.
B2 2 Bedroom Unit	The B2 Unit is constructed on a concrete slab or crawl space and has three (3) levels above grade with approximately 1,632 gross square feet. The first floor level contains approximately 544 square feet consisting of a laundry room and utility area and a one (1) car attached garage containing approximately 320 square feet. The second floor level contains approximately 544 square feet consisting of a kitchen, lavatory and a living/dining room. The third floor level contains approximately 544 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a B1 Unit or B2 Unit may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a B1 Unit or B2 Unit may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a B1 Unit or a B2 Unit may elect to have a deck added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a B1 or B2 Unit may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

Franklin buildings may contain any number of Units from six (6) to ten (10).

UNIT TYPES

2 Bedroom Unit	The Unit is constructed with a basement and has two (2) levels above grade with approximately 1,376 gross square feet. The basement level contains approximately 448 square feet consisting of an unfinished family room. The above grade first level contains approximately 480 sq. ft. consisting of kitchen and living-dining room. The upper level contains approximately 448 sq. ft. consisting of two (2) bedrooms and one (1) bathroom.

Initial buyers of a Unit within a Franklin building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

We reserve the right, but shall not be obligated, to construct a detached garage building as a part of certain Franklin buildings, which detached garage shall contain a single-car garage for each Franklin Unit. Initial buyers of a Franklin Unit that is accompanied by a detached garage may elect to have a garage door opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Franklin building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Franklin Unit may elect to have a patio added as part of the initial Unit build-out, with Condominium Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Franklin building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All square footages are estimates and final square footage may vary due to final construction.

Burke buildings may contain any number of Units from two (2) to nine (9). Each Burke building style Unit shall have exclusive use of a parking space in an attached one (1) car garage. The square footage of each Unit in the Burke building includes the space in the attached garage for each such Unit.

UNIT TYPES

2 Bedroom Unit	The Units are constructed with a basement and has two (2) levels above grade with approximately 2,146 gross square feet. The basement level contains approximately 598 square feet consisting of an unfinished family room, mechanical space and a utility area. The above grade first level contains approximately 635 square feet consisting of kitchen, living-dining room, lavatory and a rear load, garage for one (1) car containing approximately 221 square feet. The upper level contains approximately 692 square feet consisting of two (2) bedrooms and two (2) bathrooms.

Initial buyers of a Unit within a Burke building may elect to have the basement level family room finished and/or to have a lavatory added, as part of the initial Unit build-out, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have a Garage Door Opener installed, at additional cost to buyers.

Initial buyers of a Unit within a Burke building may elect to have a gas fireplace added as part of the initial Unit build-out, at additional cost to the buyers.

Subject to site conditions, initial buyers of a Unit within a Burke building may elect to have a patio added as part of the initial Unit build-out, with Association approval, at additional cost to the buyers.

Initial buyers of a Unit within a Burke building may elect to have custom mini blinds, ceiling fan rough in, and/or central air conditioning added as part of the initial Unit build-out, at additional cost to the buyers. Initial buyers of Units may elect to have one or more appliances (washer, dryer, microwave, range and refrigerator) added as part of the initial Unit build-out, at additional cost to the buyers.

All references to basements include level which is partially below grade and partially above grade.

All square footages are estimates and final square footage may vary due to final construction.

EXHIBIT "E"

EIGHTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
17-5537	Franklin	17	--	0.7231	0.00161
17-5539	Franklin	17	--	0.7231	0.00161
17-5541	Franklin	17	--	0.7231	0.00161
17-5543	Franklin	17	--	0.7231	0.00161
17-5545	Franklin	17	--	0.7231	0.00161
17-5547	Franklin	17	--	0.7231	0.00161
17-5549	Franklin	17	--	0.7231	0.00161
17-5551	Franklin	17	--	0.7231	0.00161
18-5561	Wellington	18	--	0.9534	0.00212
18-5563	Wellington	18	--	0.9534	0.00212
18-5565	Wellington	18	--	0.9534	0.00212
18-5567	Wellington	18	--	0.9534	0.00212
18-5569	Wellington	18	--	0.9534	0.00212
18-5571	Wellington	18	--	0.9534	0.00212
18-5573	Wellington	18	--	0.9534	0.00212
19-5581	Stansbury	19	B2	0.8218	0.00183
19-5583	Stansbury	19	B2	0.8218	0.00183
19-5585	Stansbury	19	B1	0.8218	0.00183
19-5587	Stansbury	19	B2	0.8218	0.00183
19-5589	Stansbury	19	B2	0.8218	0.00183
19-5591	Stansbury	19	B1	0.8218	0.00183
19-5593	Stansbury	19	B2	0.8218	0.00183
19-5595	Stansbury	19	B2	0.8218	0.00183
20-5602	Cromwell	20	C	1.2759	0.00284
20-5606	Cromwell	20	C	1.2759	0.00284
20-5610	Cromwell	20	C	1.2759	0.00284
20-5614	Cromwell	20	C	1.2759	0.00284
21-5582	Wellington	21	--	0.9534	0.00212
21-5584	Wellington	21	--	0.9534	0.00212
21-5586	Wellington	21	--	0.9534	0.00212
21-5588	Wellington	21	--	0.9534	0.00212
21-5590	Wellington	21	--	0.9534	0.00212
21-5592	Wellington	21	--	0.9534	0.00212
21-5594	Wellington	21	--	0.9534	0.00212

Designation	Type	Number	Type	Value	Interest
22-5560	Stansbury	22	B2	0.8218	0.00183
22-5562	Stansbury	22	B2	0.8218	0.00183
22-5564	Stansbury	22	B1	0.8218	0.00183
22-5566	Stansbury	22	B2	0.8218	0.00183
22-5568	Stansbury	22	B2	0.8218	0.00183
22-5570	Stansbury	22	B1	0.8218	0.00183
22-5572	Stansbury	22	B2	0.8218	0.00183
22-5574	Stansbury	22	B2	0.8218	0.00183
23-5603	Reserve	23	D2	0.9837	0.00219
23-5605	Reserve	23	D2	0.9837	0.00219
23-5607	Reserve	23	D2	0.9837	0.00219
23-5609	Reserve	23	D2	0.9837	0.00219
24-5625	Austin	24	B	0.8482	0.00189
24-5627	Austin	24	B	0.8482	0.00189
24-5629	Austin	24	B	0.8482	0.00189
24-5631	Austin	24	B	0.8482	0.00189
24-5633	Austin	24	B	0.8482	0.00189
24-5635	Austin	24	B	0.8482	0.00189
7-5535	Reserve	7	D2	0.9837	0.00219
7-5537	Reserve	7	D2	0.9837	0.00219
7-5539	Reserve	7	D2	0.9837	0.00219
7-5541	Reserve	7	D2	0.9837	0.00219
7-5543	Reserve	7	D2	0.9837	0.00219
7-5545	Reserve	7	D2	0.9837	0.00219
7-5547	Reserve	7	D2	0.9837	0.00219
7-5549	Reserve	7	D2	0.9837	0.00219
12-5190	Austin	12	B	0.8482	0.00189
12-5188	Austin	12	B	0.8482	0.00189
12-5186	Austin	12	B	0.8482	0.00189
12-5184	Austin	12	B	0.8482	0.00189
12-5182	Austin	12	B	0.8482	0.00189
12-5180	Austin	12	B	0.8482	0.00189
12-5178	Austin	12	B	0.8482	0.00189
12-5176	Austin	12	B	0.8482	0.00189
5A-5182	Ternbury	5A	R	1.3153	0.00292
5A-5178	Ternbury	5A	R	1.3153	0.00292
5A-5174	Ternbury	5A	R	1.3153	0.00292
5A-5170	Ternbury	5A	R	1.3153	0.00292

Designation	Type	Number	Type	Value	Interest
1-5511	Reserve	1	D2	0.9837	0.00219
1-5513	Reserve	1	D2	0.9837	0.00219
1-5515	Reserve	1	D2	0.9837	0.00219
1-5517	Reserve	1	D2	0.9837	0.00219
1-5519	Reserve	1	D2	0.9837	0.00219
1-5521	Reserve	1	D2	0.9837	0.00219
1-5523	Reserve	1	D2	0.9837	0.00219
1-5525	Reserve	1	D2	0.9837	0.00219
8-5177	Cromwell	8	C	1.2759	0.00284
8-5181	Cromwell	8	C	1.2759	0.00284
8-5185	Cromwell	8	C+	1.3285	0.00295
8-5189	Cromwell	8	C	1.2759	0.00284
8-5193	Cromwell	8	C	1.2759	0.00284
6-5202	Ternbury	6	R	1.3153	0.00292
6-5198	Ternbury	6	R	1.3153	0.00292
6-5194	Ternbury	6	R	1.3153	0.00292
6-5190	Ternbury	6	R	1.3153	0.00292
11-5168	Reserve	11	D2	0.9837	0.00219
11-5166	Reserve	11	D2	0.9837	0.00219
11-5164	Reserve	11	D2	0.9837	0.00219
11-5162	Reserve	11	D2	0.9837	0.00219
11-5160	Reserve	11	D2	0.9837	0.00219
11-5158	Reserve	11	D2	0.9837	0.00219
11-5156	Reserve	11	D2	0.9837	0.00219
11-5154	Reserve	11	D2	0.9837	0.00219
11-5152	Reserve	11	D2	0.9837	0.00219
13-5557	Wellington	13	--	0.9534	0.00212
13-5559	Wellington	13	--	0.9534	0.00212
13-5561	Wellington	13	--	0.9534	0.00212
13-5563	Wellington	13	--	0.9534	0.00212
13-5565	Wellington	13	--	0.9534	0.00212
13-5567	Wellington	13	--	0.9534	0.00212
13-5569	Wellington	13	--	0.9534	0.00212
14-5155	Franklin	14	--	0.7231	0.00161
14-5157	Franklin	14	--	0.7231	0.00161
14-5159	Franklin	14	--	0.7231	0.00161
14-5161	Franklin	14	--	0.7231	0.00161
14-5163	Franklin	14	--	0.7231	0.00161
14-5165	Franklin	14	--	0.7231	0.00161
14-5167	Franklin	14	--	0.7231	0.00161
14-5169	Franklin	14	--	0.7231	0.00161
14-5171	Franklin	14	--	0.7231	0.00161
14-5173	Franklin	14	--	0.7231	0.00161

Designation	Type	Number	Type	Value	Interest
15-5577	Stansbury	15	B2	0.8218	0.00183
15-5579	Stansbury	15	B2	0.8218	0.00183
15-5581	Stansbury	15	B1	0.8218	0.00183
15-5583	Stansbury	15	B2	0.8218	0.00183
15-5585	Stansbury	15	B2	0.8218	0.00183
15-5587	Stansbury	15	B1	0.8218	0.00183
15-5589	Stansbury	15	B2	0.8218	0.00183
15-5591	Stansbury	15	B2	0.8218	0.00183
16-5147	Burke	16	--	0.9666	0.00215
16-5143	Burke	16	--	0.9666	0.00215
16-5139	Burke	16	--	0.9666	0.00215
16-5135	Burke	16	--	0.9666	0.00215
9-5151	Cromwell	9	C	1.2759	0.00284
9-5155	Cromwell	9	C	1.2759	0.00284
9-5159	Cromwell	9	C	1.2759	0.00284
9-5163	Cromwell	9	C	1.2759	0.00284
9-5167	Cromwell	9	C	1.2759	0.00284
9-5169	Cromwell	9	C	1.2759	0.00284
10-5544	Reserve	10	D2	0.9837	0.00219
10-5542	Reserve	10	D2	0.9837	0.00219
10-5540	Reserve	10	D2	0.9837	0.00219
10-5538	Reserve	10	D2	0.9837	0.00219
10-5536	Reserve	10	D2	0.9837	0.00219
10-5534	Reserve	10	D2	0.9837	0.00219
10-5532	Reserve	10	D2	0.9837	0.00219
10-5530	Reserve	10	D2	0.9837	0.00219
30-5545	Reserve	30	D2	0.9837	0.00219
30-5547	Reserve	30	D2	0.9837	0.00219
30-5549	Reserve	30	D2	0.9837	0.00219
30-5551	Reserve	30	D2	0.9837	0.00219
30-5553	Reserve	30	D2	0.9837	0.00219
30-5555	Reserve	30	D2	0.9837	0.00219
31-5567	Reserve	31	D2	0.9837	0.00219
31-5569	Reserve	31	D2	0.9837	0.00219
31-5571	Reserve	31	D2	0.9837	0.00219
31-5573	Reserve	31	D2	0.9837	0.00219
31-5575	Reserve	31	D2	0.9837	0.00219
31-5577	Reserve	31	D2	0.9837	0.00219

[illegible]	Type	Number	Type	Value	Interest
32-5589	Reserve	32	D2	0.9837	0.00219
32-5591	Reserve	32	D2	0.9837	0.00219
32-5593	Reserve	32	D2	0.9837	0.00219
32-5595	Reserve	32	D2	0.9837	0.00219
32-5597	Reserve	32	D2	0.9837	0.00219
32-5599	Reserve	32	D2	0.9837	0.00219
33-5288	Austin	33	B	0.8482	0.00189
33-5286	Austin	33	B	0.8482	0.00189
33-5284	Austin	33	B	0.8482	0.00189
33-5282	Austin	33	B	0.8482	0.00189
33-5280	Austin	33	B	0.8482	0.00189
33-5278	Austin	33	B	0.8482	0.00189
34-5274	Austin	34	B	0.8482	0.00189
34-5272	Austin	34	B	0.8482	0.00189
34-5270	Austin	34	B	0.8482	0.00189
34-5268	Austin	34	B	0.8482	0.00189
34-5266	Austin	34	B	0.8482	0.00189
34-5264	Austin	34	B	0.8482	0.00189
35-5600	Wellington	35	--	0.9534	0.00212
35-5598	Wellington	35	--	0.9534	0.00212
35-5596	Wellington	35	--	0.9534	0.00212
35-5594	Wellington	35	--	0.9534	0.00212
35-5592	Wellington	35	--	0.9534	0.00212
35-5590	Wellington	35	--	0.9534	0.00212
35-5588	Wellington	35	--	0.9534	0.00212
36-5578	Stansbury	36	B2	0.8218	0.00183
36-5576	Stansbury	36	B2	0.8218	0.00183
36-5574	Stansbury	36	B1	0.8218	0.00183
36-5572	Stansbury	36	B2	0.8218	0.00183
36-5570	Stansbury	36	B2	0.8218	0.00183
36-5568	Stansbury	36	B1	0.8218	0.00183
36-5566	Stansbury	36	B2	0.8218	0.00183
36-5564	Stansbury	36	B2	0.8218	0.00183

28-5255	Austin	28	B	0.8482	0.00189
28-5257	Austin	28	B	0.8482	0.00189
28-5259	Austin	28	B	0.8482	0.00189
28-5261	Austin	28	B	0.8482	0.00189
28-5263	Austin	28	B	0.8482	0.00189
28-5265	Austin	28	B	0.8482	0.00189

Designation	Type	Number	Type	Value	Interest
29-5269	Austin	29	B	0.8482	0.00189
29-5271	Austin	29	B	0.8482	0.00189
29-5273	Austin	29	B	0.8482	0.00189
29-5275	Austin	29	B	0.8482	0.00189
29-5277	Austin	29	B	0.8482	0.00189
29-5279	Austin	29	B	0.8482	0.00189
37-5554	Wellington	37	--	0.9534	0.00212
37-5552	Wellington	37	--	0.9534	0.00212
37-5550	Wellington	37	--	0.9534	0.00212
37-5548	Wellington	37	--	0.9534	0.00212
37-5546	Wellington	37	--	0.9534	0.00212
37-5544	Wellington	37	--	0.9534	0.00212
37-5542	Wellington	37	--	0.9534	0.00212
2-5189	Ternbury	2	R	1.3153	0.00292
2-5193	Ternbury	2	R	1.3153	0.00292
2-5197	Ternbury	2	R	1.3153	0.00292
2-5201	Ternbury	2	R	1.3153	0.00292
25-5272	Franklin	25	--	0.7231	0.00161
25-5270	Franklin	25	--	0.7231	0.00161
25-5268	Franklin	25	--	0.7231	0.00161
25-5266	Franklin	25	--	0.7231	0.00161
25-5264	Franklin	25	--	0.7231	0.00161
25-5262	Franklin	25	--	0.7231	0.00161
25-5260	Franklin	25	--	0.7231	0.00161
25-5258	Franklin	25	--	0.7231	0.00161
26-5292	Stansbury	26	B2	0.8218	0.00183
26-5290	Stansbury	26	B2	0.8218	0.00183
26-5288	Stansbury	26	B1	0.8218	0.00183
26-5286	Stansbury	26	B2	0.8218	0.00183
26-5284	Stansbury	26	B2	0.8218	0.00183
26-5282	Stansbury	26	B1	0.8218	0.00183
26-5280	Stansbury	26	B2	0.8218	0.00183
26-5278	Stansbury	26	B2	0.8218	0.00183
27-5312	Franklin	27	--	0.7231	0.00161
27-5310	Franklin	27	--	0.7231	0.00161
27-5308	Franklin	27	--	0.7231	0.00161
27-5306	Franklin	27	--	0.7231	0.00161
27-5304	Franklin	27	--	0.7231	0.00161
27-5302	Franklin	27	--	0.7231	0.00161
27-5300	Franklin	27	--	0.7231	0.00161
27-5298	Franklin	27	--	0.7231	0.00161

Designation	Type	Number	Type	Value	Interest
45-5293	Reserve	45	D2	0.9837	0.00219
45-5295	Reserve	45	D2	0.9837	0.00219
45-5297	Reserve	45	D2	0.9837	0.00219
45-5299	Reserve	45	D2	0.9837	0.00219
45-5301	Reserve	45	D2	0.9837	0.00219
45-5303	Reserve	45	D2	0.9837	0.00219
45-5305	Reserve	45	D2	0.9837	0.00219
45-5307	Reserve	45	D2	0.9837	0.00219
46-5547	Reserve	46	D2	0.9837	0.00219
46-5549	Reserve	46	D2	0.9837	0.00219
46-5551	Reserve	46	D2	0.9837	0.00219
46-5553	Reserve	46	D2	0.9837	0.00219
46-5555	Reserve	46	D2	0.9837	0.00219
46-5557	Reserve	46	D2	0.9837	0.00219
47-5567	Austin	47	B	0.8482	0.00189
47-5569	Austin	47	B	0.8482	0.00189
47-5571	Austin	47	B	0.8482	0.00189
47-5573	Austin	47	B	0.8482	0.00189
47-5575	Austin	47	B	0.8482	0.00189
47-5577	Austin	47	B	0.8482	0.00189
47-5579	Austin	47	B	0.8482	0.00189
47-5581	Austin	47	B	0.8482	0.00189
52-5578	Wellington	52	--	0.9534	0.00212
52-5576	Wellington	52	--	0.9534	0.00212
52-5574	Wellington	52	--	0.9534	0.00212
52-5572	Wellington	52	--	0.9534	0.00212
52-5570	Wellington	52	--	0.9534	0.00212
52-5568	Wellington	52	--	0.9534	0.00212
52-5566	Wellington	52	--	0.9534	0.00212
53-5556	Stansbury	53	B2	0.8218	0.00183
53-5554	Stansbury	53	B2	0.8218	0.00183
53-5552	Stansbury	53	B1	0.8218	0.00183
53-5550	Stansbury	53	B2	0.8218	0.00183
53-5548	Stansbury	53	B2	0.8218	0.00183
53-5546	Stansbury	53	B1	0.8218	0.00183
53-5544	Stansbury	53	B2	0.8218	0.00183
53-5542	Stansbury	53	B2	0.8218	0.00183
2A-5169	Ternbury	2A	R	1.3153	0.00292
2A-5173	Ternbury	2A	R	1.3153	0.00292
2A-5177	Ternbury	2A	R	1.3153	0.00292
2A-5181	Ternbury	2A	R	1.3153	0.00292

Description	Type	Number	Type	Value	Interest
48-5591	Reserve	48	D2	0.9837	0.00219
48-5593	Reserve	48	D2	0.9837	0.00219
48-5595	Reserve	48	D2	0.9837	0.00219
48-5597	Reserve	48	D2	0.9837	0.00219
48-5599	Reserve	48	D2	0.9837	0.00219
48-5601	Reserve	48	D2	0.9837	0.00219
49-5308	Austin	49	B	0.8482	0.00189
49-5310	Austin	49	B	0.8482	0.00189
49-5312	Austin	49	B	0.8482	0.00189
49-5314	Austin	49	B	0.8482	0.00189
49-5316	Austin	49	B	0.8482	0.00189
49-5318	Austin	49	B	0.8482	0.00189
50-5294	Austin	50	B	0.8482	0.00189
50-5296	Austin	50	B	0.8482	0.00189
50-5298	Austin	50	B	0.8482	0.00189
50-5300	Austin	50	B	0.8482	0.00189
50-5302	Austin	50	B	0.8482	0.00189
50-5304	Austin	50	B	0.8482	0.00189
51-5588	Stansbury	51	B2	0.8218	0.00183
51-5590	Stansbury	51	B2	0.8218	0.00183
51-5592	Stansbury	51	B1	0.8218	0.00183
51-5594	Stansbury	51	B2	0.8218	0.00183
51-5596	Stansbury	51	B2	0.8218	0.00183
51-5598	Stansbury	51	B1	0.8218	0.00183
51-5600	Stansbury	51	B2	0.8218	0.00183
51-5602	Stansbury	51	B2	0.8218	0.00183

38-5267	Reserve	38	D2	0.9837	0.00219
38-5269	Reserve	38	D2	0.9837	0.00219
38-5271	Reserve	38	D2	0.9837	0.00219
38-5273	Reserve	38	D2	0.9837	0.00219
38-5277	Reserve	38	D2	0.9837	0.00219
38-5279	Reserve	38	D2	0.9837	0.00219
38-5281	Reserve	38	D2	0.9837	0.00219
38-5283	Reserve	38	D2	0.9837	0.00219
39-5629	Franklin	39	--	0.7231	0.00161
39-5631	Franklin	39	--	0.7231	0.00161
39-5633	Franklin	39	--	0.7231	0.00161
39-5635	Franklin	39	--	0.7231	0.00161
39-5637	Franklin	39	--	0.7231	0.00161
39-5639	Franklin	39	--	0.7231	0.00161

40-5258	Wellington	40	--	0.9534	0.00212
40-5260	Wellington	40	--	0.9534	0.00212
40-5262	Wellington	40	--	0.9534	0.00212
40-5264	Wellington	40	--	0.9534	0.00212
40-5266	Wellington	40	--	0.9534	0.00212
40-5268	Wellington	40	--	0.9534	0.00212
40-5270	Wellington	40	--	0.9534	0.00212
40-5272	Wellington	40	--	0.9534	0.00212
41-5628	Franklin	41	--	0.7231	0.00161
41-5630	Franklin	41	--	0.7231	0.00161
41-5632	Franklin	41	--	0.7231	0.00161
41-5634	Franklin	41	--	0.7231	0.00161
41-5636	Franklin	41	--	0.7231	0.00161
41-5638	Franklin	41	--	0.7231	0.00161
54-5297	Reserve	54	D2	0.9837	0.00219
54-5299	Reserve	54	D2	0.9837	0.00219
54-5301	Reserve	54	D2	0.9837	0.00219
54-5303	Reserve	54	D2	0.9837	0.00219
54-5307	Reserve	54	D2	0.9837	0.00219
54-5309	Reserve	54	D2	0.9837	0.00219
54-5311	Reserve	54	D2	0.9837	0.00219
54-5313	Reserve	54	D2	0.9837	0.00219
3-5149	Ternbury	3	R	1.3153	0.00292
3-5153	Ternbury	3	R	1.3153	0.00292
3-5157	Ternbury	3	R	1.3153	0.00292
3-5161	Ternbury	3	R	1.3153	0.00292
55-5631	Reserve	55	D2	0.9837	0.00219
55-5633	Reserve	55	D2	0.9837	0.00219
55-5635	Reserve	55	D2	0.9837	0.00219
55-5637	Reserve	55	D2	0.9837	0.00219
56-5310	Austin	56	B	0.8482	0.00189
56-5308	Austin	56	B	0.8482	0.00189
56-5306	Austin	56	B	0.8482	0.00189
56-5304	Austin	56	B	0.8482	0.00189
56-5302	Austin	56	B	0.8482	0.00189
56-5300	Austin	56	B	0.8482	0.00189
56A-5296	Austin	56A	B	0.8482	0.00189
56A-5294	Austin	56A	B	0.8482	0.00189
56A-5290	Austin	56A	B	0.8482	0.00189
56A-5288	Austin	56A	B	0.8482	0.00189
56A-5286	Austin	56A	B	0.8482	0.00189
56A-5284	Austin	56A	B	0.8482	0.00189

Designation	Type	Number	Type		
57-5636	Reserve	57	D2	0.9837	0.00219
57-5634	Reserve	57	D2	0.9837	0.00219
57-5632	Reserve	57	D2	0.9837	0.00219
57-5630	Reserve	57	D2	0.9837	0.00219
58-5333	Austin	58	B	0.8482	0.00189
58-5335	Austin	58	B	0.8482	0.00189
58-5337	Austin	58	B	0.8482	0.00189
58-5339	Austin	58	B	0.8482	0.00189
58-5341	Austin	58	B	0.8482	0.00189
58-5343	Austin	58	B	0.8482	0.00189
59-5349	Austin	59	B	0.8482	0.00189
59-5351	Austin	59	B	0.8482	0.00189
59-5353	Austin	59	B	0.8482	0.00189
59-5355	Austin	59	B	0.8482	0.00189
59-5357	Austin	59	B	0.8482	0.00189
59-5359	Austin	59	B	0.8482	0.00189
60-5601	Reserve	60	D2	0.9837	0.00219
60-5603	Reserve	60	D2	0.9837	0.00219
60-5605	Reserve	60	D2	0.9837	0.00219
60-5607	Reserve	60	D2	0.9837	0.00219
60-5609	Reserve	60	D2	0.9837	0.00219
60-5611	Reserve	60	D2	0.9837	0.00219
67-5546	Stansbury	67	B2	0.8218	0.00183
67-5548	Stansbury	67	B2	0.8218	0.00183
67-5550	Stansbury	67	B1	0.8218	0.00183
67-5552	Stansbury	67	B2	0.8218	0.00183
67-5554	Stansbury	67	B2	0.8218	0.00183
67-5556	Stansbury	67	B1	0.8218	0.00183
67-5558	Stansbury	67	B2	0.8218	0.00183
67-5560	Stansbury	67	B2	0.8218	0.00183
5-5150	Ternbury	5	R	1.3153	0.00292
5-5154	Ternbury	5	R	1.3153	0.00292
5-5158	Ternbury	5	R	1.3153	0.00292
5-5162	Ternbury	5	R	1.3153	0.00292
64-5328	Stansbury	64	B2	0.8218	0.00183
64-5330	Stansbury	64	B1	0.8218	0.00183
64-5332	Stansbury	64	B2	0.8218	0.00183
64-5334	Stansbury	64	B2	0.8218	0.00183
64-5336	Stansbury	64	B1	0.8218	0.00183
64-5338	Stansbury	64	B2	0.8218	0.00183

65-5578	Wellington	65	--	0.9534	0.00212
65-5580	Wellington	65	--	0.9534	0.00212
65-5582	Wellington	65	--	0.9534	0.00212
65-5584	Wellington	65	--	0.9534	0.00212
65-5586	Wellington	65	--	0.9534	0.00212
65-5588	Wellington	65	--	0.9534	0.00212
65-5590	Wellington	65	--	0.9534	0.00212
66-5566	Cromwell	66	C	1.2759	0.00284
66-5568	Cromwell	66	C	1.2759	0.00284
66-5570	Cromwell	66	C	1.2759	0.00284
66-5572	Cromwell	66	C	1.2759	0.00284
61-5625	Reserve	61	D2	0.9837	0.00219
61-5627	Reserve	61	D2	0.9837	0.00219
61-5629	Reserve	61	D2	0.9837	0.00219
61-5631	Reserve	61	D2	0.9837	0.00219
61-5633	Reserve	61	D2	0.9837	0.00219
61-5635	Reserve	61	D2	0.9837	0.00219
63-5354	Stansbury	63	B2	0.8218	0.00183
63-5352	Stansbury	63	B1	0.8218	0.00183
63-5350	Stansbury	63	B2	0.8218	0.00183
63-5348	Stansbury	63	B2	0.8218	0.00183
63-5346	Stansbury	63	B1	0.8218	0.00183
63-5344	Stansbury	63	B2	0.8218	0.00183
62-5647	Reserve	62	D2	0.9837	0.00219
62-5649	Reserve	62	D2	0.9837	0.00219
62-5651	Reserve	62	D2	0.9837	0.00219
62-5653	Reserve	62	D2	0.9837	0.00219
62-5655	Reserve	62	D2	0.9837	0.00219
62-5657	Reserve	62	D2	0.9837	0.00219
80-5327	Franklin	80	--	0.7231	0.00161
80-5329	Franklin	80	--	0.7231	0.00161
80-5331	Franklin	80	--	0.7231	0.00161
80-5333	Franklin	80	--	0.7231	0.00161
80-5335	Franklin	80	--	0.7231	0.00161
80-5337	Franklin	80	--	0.7231	0.00161

Unit Designation	Building Type	Building Number	Unit Type	Par Value	Undivided Interest
81-5341	Franklin	81	--	0.7231	0.00161
81-5343	Franklin	81	--	0.7231	0.00161
81-5345	Franklin	81	--	0.7231	0.00161
81-5347	Franklin	81	--	0.7231	0.00161
81-5349	Franklin	81	--	0.7231	0.00161
81-5351	Franklin	81	--	0.7231	0.00161
82-5642	Austin	82	B	0.8482	0.00189
82-5644	Austin	82	B	0.8482	0.00189
82-5646	Austin	82	B	0.8482	0.00189
82-5648	Austin	82	B	0.8482	0.00189
82-5650	Austin	82	B	0.8482	0.00189
82-5652	Austin	82	B	0.8482	0.00189
83-5729	Austin	83	B	0.8482	0.00189
83-5731	Austin	83	B	0.8482	0.00189
83-5733	Austin	83	B	0.8482	0.00189
83-5735	Austin	83	B	0.8482	0.00189
83-5737	Austin	83	B	0.8482	0.00189
83-5739	Austin	83	B	0.8482	0.00189
84-5326	Reserve	84	D2	0.9837	0.00219
84-5328	Reserve	84	D2	0.9837	0.00219
84-5330	Reserve	84	D2	0.9837	0.00219
84-5332	Reserve	84	D2	0.9837	0.00219
84-5334	Reserve	84	D2	0.9837	0.00219
84-5336	Reserve	84	D2	0.9837	0.00219
84-5338	Reserve	84	D2	0.9837	0.00219
84-5340	Reserve	84	D2	0.9837	0.00219
43-5275	Wellington	43	--	0.9534	0.00212
43-5277	Wellington	43	--	0.9534	0.00212
43-5279	Wellington	43	--	0.9534	0.00212
43-5281	Wellington	43	--	0.9534	0.00212
43-5283	Wellington	43	--	0.9534	0.00212
43-5285	Wellington	43	--	0.9534	0.00212
43-5287	Wellington	43	--	0.9534	0.00212

Designation	Type	Number	Type	Value	Interest
42-5251	Stansbury	42	B2	0.8218	0.00183
42-5253	Stansbury	42	B2	0.8218	0.00183
42-5255	Stansbury	42	B1	0.8218	0.00183
42-5257	Stansbury	42	B2	0.8218	0.00183
42-5259	Stansbury	42	B2	0.8218	0.00183
42-5261	Stansbury	42	B1	0.8218	0.00183
42-5263	Stansbury	42	B2	0.8218	0.00183
42-5265	Stansbury	42	B2	0.8218	0.00183

UNITS ADDED HEREBY:

44-5297	Stansbury	44	B2	0.8218	0.00183
44-5299	Stansbury	44	B2	0.8218	0.00183
44-5301	Stansbury	44	B1	0.8218	0.00183
44-5303	Stansbury	44	B2	0.8218	0.00183
44-5305	Stansbury	44	B2	0.8218	0.00183
44-5307	Stansbury	44	B1	0.8218	0.00183
44-5309	Stansbury	44	B2	0.8218	0.00183
44-5311	Stansbury	44	B2	0.8218	0.00183
4 -5516	Austin	4	B	0.8482	0.00189
4 -5518	Austin	4	B	0.8482	0.00189
4 -5520	Austin	4	B	0.8482	0.00189
4 -5522	Austin	4	B	0.8482	0.00189
4 -5524	Austin	4	B	0.8482	0.00189
4 -5526	Austin	4	B	0.8482	0.00189
4A -5506	Austin	4A	B	0.8482	0.00189
4A -5508	Austin	4A	B	0.8482	0.00189
4A -5510	Austin	4A	B	0.8482	0.00189
4A -5512	Austin	4A	B	0.8482	0.00189
					1.00

EXHIBIT "F"

EIGHTEENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FALLS AT HAYDEN RUN CONDOMINIUM

Par Values of Future Units[1]

Building Type	Unit Type	Par Value
Austin	B	0.8482[2]
Brickshire	B	0.9778
Burke	--	0.9666
Cromwell	C	1.2759
Cromwell	C+	1.3285
Franklin	--	0.7231
Reserve	D2	0.9837
Reserve	D3	0.9837
Stansbury	B1	0.8218
Stansbury	B2	0.8218
Ternbury	R	1.3153
Wellington	--	0.9534

[1] Additional building types added to the Condominium will be assigned a par value equal to an existing building type above which most reasonably approximates the value of the new building type as determined by the Developer.
[2] The par value for the Austin B Unit was determined based on the average initial base sales price of the master bathroom option and the two bathroom option and is applicable to all Austin B Units, regardless of the build-out option selected.