Rules and Regulations
The Falls at Hayden Run Condominium Association

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The Falls at Hayden Run Condominium Association

HANDBOOK OF RULES AND REGULATIONS

Effective: March 1, 2012

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MESSAGE FROM THE BOARD OF DIRECTORS

Dear Homeowners,

On behalf of the Board of Directors of The Falls at Hayden Run Condominium Association, Link Real Estate Group and all Unit Owners of the Condominium Association, we would like to take this opportunity to welcome you to the community.

This is a premier condominium community. Each Unit Owner's compliance with the rules and regulations outlined in this handbook is important to the overall beauty and uniformity of our community.

We look forward to receiving your questions and / or suggestions on how we, as a community and as a Board, can better serve each and every Unit Owner. All opinions are important and will be respected. All ideas are welcome!

Welcome Home!

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PURPOSE

This handbook and reference guide was prepared by the Management Company of the Condominium Association to serve as a quick source of general information about the community, the rules and regulations by which owners shall live, and its governing Association. This is not a substitute for the Condominium Documents: Bylaws, Declaration, and Articles of Incorporation. *In the event of a conflict between this handbook and the Condominium Documents, the Condominium Documents are the controlling documents.*

Questions about the Association and its activities should be directed to the Board through the Association's Management Company, Link Real Estate Group.

CONDOMINIUM DOCUMENTS

The Condominium Bylaws and Declaration are the basis by which a common plan of governance for the community was created and provides the rules and regulations by which the Association will be run.

Every Unit Owner receives a copy of the Disclosure Statement at closing. It is the duty of each Unit Owner to become familiar with and have a good understanding of the Disclosure Statement. If you do not have a copy, a copy can be obtained by request from Link Real Estate Group.

All forms included within the Handbook are available on your Owner Portal in Appfolio or by request from the Management Company. Unit Owners are encouraged to check the Owner Portal for the most up to date information about the community.

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DEFINITIONS

Annual Meetings
"Regular annual meetings of the Unit Owners 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."

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."

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."

Common Element
"Means all of the Condominium Property, except that portion described in the 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."

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 Element of the Condominium Property."

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."

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."

Condominium Declaration
"Means the instrument, by which the Condominium Property is hereby submitted to the Condominium Act…" Copies can be obtained from the Management Company.

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."

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Director and Directors
"Means 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."

Disclosure Statement
"Development statement required pursuant to Section 5311.26 of the Ohio Revised Code, which shall also serve as an information brochure, for The Falls at Hayden Run Condominium."

Limited Common Element
"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 the Condominium Declaration, or by the Board, and is that portion of the Condominium Property constitution "limited common elements" of the Condominium under the Condominium Act."

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

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 Rd., a portion of which will be comprised of the Condominium Property."

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."

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 assessments liens that are applicable to The Falls at Hayden Run Master Development.

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

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."

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PROPERTY MANAGEMENT COMPANY

The Management Company retained by the Board is:

Link Real Estate Group
5000 Arlington Centre Blvd.
Columbus, Ohio 43220

IMPORTANT WEB ADDRESSES & TELEPHONE NUMBERS

Emergency Numbers:

Emergency Maintenance- After Hours	614-686-7775
Emergency Police Department	911
Emergency Fire Department	911

Non-emergency Numbers:

Link Real Estate Group	614-686-7775
Police Department – City of Columbus	614-645-4545
Fire Department – City of Columbus	614-221-2345

Utility & Service Numbers:

Columbia Gas – gas	800-344-4077
Columbia Gas – Odor of Natural Gas Hotline	800-282-0157
Nationwide Energy Partners (NEP) -water/electricity/sewage	614-918-2031
Nationwide Energy Partners (NEP) -Emergency	877-818-2637
H&M Plumbing – Daytime	614-491-4880
H&M Plumbing – After Hour Emergency	614-564-0898
Insight Customer Service	614-236-1201
WOW! Customer Service	1-866-496-9669
Time Warner Customer Service	614-481-5050
Road Runner Support	614-487-7766
DirectTV	800-494-4388
Dish Network	1-888-825-2557

Miscellaneous Numbers:

Poison Center of Central Ohio	800-222-1222
Columbus Health Department	614-645-7417
Broadview Security	888-395-8584
Protection One	866-687-3778
ADT	877-291-3604
Franklin County Animal Shelter	614-462-4360
Capital Area Humane Society	614-777-7387
Broad and James Towing	614-237-2310

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THE BOARD OF DIRECTORS & THE ASSOCIATION

THE BOARD OF DIRECTORS

A condominium is a group of living Units established under Ohio Revised Code Section 5311 and organized around a common plan of governance as set forth in the Declaration and Bylaws as amended. By Ohio law and the Falls at Hayden Run Condominium Association Bylaws, the Board of Directors ("the Board") is responsible for the operation and management of the common elements of the community and the Association affairs. The Board has the ultimate authority to make decisions and promulgate rules and regulations in an effort to create a harmonious living environment and help maintain property value.

BOARD MEETINGS

The Board meets as necessary, but in no event less than quarterly, to review the Association's finances and operations. Any Unit Owner may be placed on the agenda, with Board approval, for the next Board meeting by contacting the Management Company in writing at least two weeks prior to the meeting and providing the topic to be discussed.

Board members will conduct meetings, by topic, for discussion among its members. During open meetings, Unit Owners who wish to speak on a specific topic will be recognized, upon completion of the discussion, and given three minutes of uninterrupted opportunity to comment. The number of Unit Owners permitted who wish to speak on a specific topic will determined by the Board. Unit Owners who are not able to speak on a specific topic can submit their comments and suggestions in writing to the Management Company on behalf of the Board.

As needed for confidentiality, the Board may elect to go into an executive session, at which point the attending Unit Owners will be requested to leave the meeting. Once Unit Owners have been recognized, the Board will then again discuss the topic, in executive session, and a Board vote will be taken. The Unit Owners will be notified of the Board decision by the Management Company within 48 hours after the meeting.

ASSOCIATION MEETINGS

At least one Annual Meeting of the Association membership will be called, in the first calendar quarter of each year, with a minimum of five days advance notice. Notification of the Annual Meeting will be sent to all Unit Owners. Special meetings of the Association may be called as warranted.

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COMMITTEES

Committees may be formed by the Board to assist in the management of community activities and affairs as well as to facilitate community participation. Volunteer Unit Owners will staff committees, with one committee member being designated as Committee Chairperson. Neither chairman nor committee members have decision making authority for the Association; they are strictly formed to assist.

Examples of committees include: Blockwatch, Landscaping, and Pet Welfare.

To volunteer for a committee, please mail or e-mail your contact information to the Management Company indicating the committee of interest.

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RULES AND REGULATIONS

PURPOSE OF RULES AND REGULATIONS & THEIR MODIFICATION

The purpose of rules and regulations is to establish a system to maintain the look and feel of the community, control operating and maintenance costs, and provide for a harmonious living environment for all Unit Owners. The Board may amend the Handbook from time to time, as conditions change, without prior notification to the Unit Owners that have either closed or are under contract to close. Such change will prompt a revision page, or pages, to this Handbook that will be provided to Unit Owners in accordance with the declaration.

RULES AND REGULATIONS ENFORCEMENT

It is the responsibility of the Board and Management Company to establish and enforce the Rules and Regulations. The first violation of a rule may be cited, and a warning letter may be sent to the Unit Owner. If a second violation of the same rule occurs after the first warning, or the initial violation remains uncorrected after the deadline, in addition to other remedies in the Rules and Regulations, a $50 enforcement charge is assessed to the Unit Owner. There will be a $50 enforcement charge for each subsequent occurrence of the same violation.

NON-COMPLIANCE

Any Unit Owner may file a complaint citing a violation of the Rules and Regulations as stated in the Declaration and Bylaws and/or Handbook. A Formal Complaint Form (Attachment A) should be completed and submitted to the Management Company. The complaint will be presented to the Board, investigated and processed for further action. When circumstances permit, Unit Owners are encouraged to try to resolve issues with other Unit Owners informally. To the extent permitted by law and/or the Rules and Regulations, Unit Owners will be protected with regards to complaints filed.

The Management Company will be performing periodic compliance audits. Non-compliance will be documented and will follow the process identified below. A Unit Owner receiving a violation letter has the following options:

1. Comply with the Rules and Regulations of the community.
2. Any Unit Owner wishing to dispute a cited violation is entitled to a hearing with the Board if prior reconciliation is not successful. Write a letter to the Board disputing the legitimacy of the complaint. The Board will come to a ruling. If the complaint is found to be illegitimate or outside the governance of the Association, the issue is closed. If the complaint is found to be legitimate, the Unit Owner will be advised to comply within a stated time period.
3. If the Unit Owner does not comply within the allotted time period, the Board may engage someone to perform the work necessary and bill the Unit Owner for the cost including an administration or enforcement charge.

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COMMON MAINTENANCE RESPONSIBILITIES

Below is a list of common maintenance issues, and who is responsible for each item.

DESCRIPTION	RESPONSIBILITY	
	OWNER	ASSOCIATION
Chimney, Exterior Siding and Flashing		X
Chimney, Vents and Dampers Within Units	X	
Doors: Garage and Entry	X	
Doors: Garage Repair to Original Specifications	X	
Doors, Weather Stripping, Storm Doors and Screens	X	
Windows, Frames, Glass, Screens and Storm Windows	X	
Heating and Air Conditioning System	X	
Enclosed Patio, Mulched Element and Personal Planting	X	
Landscaping Common Elements		X
Landscaping, Mowing and Fertilizing Grass		X
Landscaping, Mulch, Care of Original Trees and Shrubs		X
Original Concrete Patio Repair		X
Original Concrete Patio Maintenance – Clean Up – Upkeep	X	
Individual Patio Extensions and Replacement	X	
Individual Patio Extensions and Maintenance	X	
Fences and Wooden Structure Replacement		X
Fences and Wooden Structure Maintenance	X	
Pipes, Gas, Water and Sewer Serving One Unit	X	
Pipes, Gas, Water and Sewer Serving More Than One Unit		X
Light Bulbs, Garage Side and Overhead	X	
Exterior Unit Light Fixtures		X
Common Element Lighting and Entrance		X
Walls, Exterior, Structural and Maintenance		X
Walls, Exterior, Siding and Trim		X
Walls, Interior to Unit and Maintenance	X	
Interior Damage, Drywall, Caused by Roof Leak etc.	X	
Property Damage Within Unit	X	
Roofs, Shingles, Flashing, Gutters and Downspouts		X
Wiring and Electrical Serving One Unit	X	
Wiring and Telephone Serving One Unit	X	
Foundation Walls and Footing Drains		X
Structural Maintenance, Siding and Trim		X
Roadways		X
Walks and Driveways		X
Snow Removal Roads and Sidewalks		X
Snow Removal Stoop and Steps	X	
Stoop and Steps replacement due to salt damage	X	

NOTE: This list is not intended to be all inclusive. Please call your Management Company for further information. Refer to warranty manual for specific items.

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INTERIOR MAINTENANCE & EMERGENCY MAINTENANCE

All interior maintenance is the responsibility of the Unit Owner. If the Management Company dispatches a maintenance technician to address an interior emergency maintenance item, the cost for the service call and maintenance is the responsibility of the Unit Owner.

For non-emergency interior maintenance, the Management Company may agree to perform the requested interior maintenance on a fee-for-service basis to the Unit Owner. A contractor may be recommended for service requests not performed by a maintenance technician.

Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by the Unit Owner, and perform cleaning and housekeeping with respect to the Limited Common Areas to the Owner's Unit.

A special assessment cost will be billed to the Unit Owner individually in the event they fail to make a repair or perform required maintenance to any part of the Common or Limited Common Areas. The Board will determine if maintenance or repair is necessary, if negligent or intentional acts of a Unit Owner or occupant is a result of unit's failure to pursue a remedy.

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FINANCIAL MATTERS

ASSOCIATION DUES

Each Unit Owner, by acceptance of a deed to a Unit, agrees to pay fees to the Association to cover normal condominium fees, special assessments for capital improvements, and special individual Unit assessments as deemed necessary by the Board.

Dues are payable to your condominium Association on the first of each month. Dues are encouraged to be paid through Electronic Funds Transfer (EFT) by filling out an application. Utilizing EFT payments reduces the Association's coupon booklet cost. Please contact the Management Company for the appropriate procedures for the EFT process. See Attachment D, Collection Policy.

RETURNED CHECKS (NSF) & LATE CHARGES

Any check returned for non-sufficient funds (NSF) will be:

1. Charged back to the individual account.
2. A $35.00 Handling Fee payable to the Association will be charged back to the Unit Owner.
3. NSF checks will not be re- deposited.

Consult the Management Company for applicable late fees.

DELINQUENCY POLICY ON FEES AND ASSESSMENTS

The Management Company will administer the Association's delinquent policy. A late charge will be added to any account delinquent after the tenth (10^{th}) of the month, and a delinquency invoice will be sent to the Unit Owner. Upon the fifteenth (15^{th}) day of the month, the Management Company sends a second delinquency invoice to the Unit Owner.

Per the Declaration and Bylaws, a lien may be filed when an account becomes ninety (90) days delinquent or reaches an amount of $300, unless otherwise determined by the Board. The delinquent Unit Owner's account is charged all costs associated with filing the lien.

Foreclosure action may be taken when the fees are in arrears by ninety days, or at any time prior thereto in the Board's sole discretion. If a foreclosure is initiated, attorney fees and costs are assessed to the delinquent Unit Owner and are recovered by the Association after adjudication or settlement.

The Board shall have the right, power, and authority to suspend the voting rights of a Unit Owner during any period in which they are in default in payment of condominium fees, charges, or any assessment levied by the Association. The Unit Owner's Association voting privileges will be suspended until the account becomes current.

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INSURANCE

ASSOCIATION INSURANCE

The Association will maintain appropriate levels of insurance according to Ohio State law and the condominium Declaration.

ASSOCIATION INSURANCE POLICY

A copy of the Association's Insurance Policy can be obtained upon request by contacting the Association's Insurance Broker, Hans Schell, State Farm Insurance, at p: (614) 888-0606.

ASSOCIATION INSURANCE COVERAGE OVERVIEW

The Association maintains appropriate levels of insurance for the common elements of the community.

UNIT OWNER'S INSURANCE COVERAGE

Unit Owners shall obtain individual homeowner's insurance, which would provide coverage for their Unit and improvements as part of its appurtenant limited common elements and personal contents. The Association must be named as an additional insured.

It is the Unit Owner's responsibility to ensure the Unit interior for any items not a part of the original construction including permanent home improvements such as built-in fixtures and equipment, upgraded floor and wall coverings.

INSURANCE DISCLAIMER

THE ABOVE IS PROVIDED SOLELY FOR INFORMATIONAL OVERVIEW PURPOSES ONLY. A UNIT OWNER IS RESPONSIBLE FOR AND IS ENCOURAGED TO DETERMINE THEIR INDIVIDUAL HOMEOWNER'S INSURANCE REQUIREMENTS UPON CONSULTATION WITH A QUALIFIED INSURANCE EXPERT. TO ASSIST IN THAT ENDEAVOR, A COPY OF THE ASSOCIATION'S INSURANCE POLICY IS AVAILABLE UPON REQUEST BY CONTACTING THE MANAGEMENT COMPANY.

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UTILITY RESPONSIBILITY

UNIT OWNER RESPONSIBILITY

Unit Owners are responsible for maintenance and payment of their own gas, electric, water, sewer, cable television, telephone. Unit Owners are to call and initiate utility service on or after the date of closing.

ASSOCIATION RESPONSIBILITY

The Association is responsible for maintaining the exterior end-Unit water spigots that are not connected to the individual homeowner's water meter.

REFUSE COLLECTION

Where applicable, the Association provides a trash pickup service to keep the community clean. Trash should be bagged, tied, and placed in garbage cans for collection. Trash not bagged, tied, or in garbage cans will not be collected. Boxes for disposal need to be broken down and put in a trash bag.

The day preceding collection, trash containers may be set out after 5 p.m., and no later than 8 a.m. the day of collection. Trash containers must be put away as soon as possible after collection and no later than 9 p.m. the day of collection. Unit Owners will be responsible for cleaning up trash spillage from their containers.

All trash for collection must be placed outside the Unit Owner's garage or behind the back limited common element. Trash containers, when not set out for collection, must be kept inside the Unit Owner's garage or back limited common element.

REFUSE DISPOSAL

To operate the compactor, place refuse inside, close and latch the door, and where applicable, press the cycle button located next to the compactor door. For energy conservation purposes, the compactor will not cycle every time the door is closed and latched. This does not indicate the compactor is non-operational.

Waste bags are not to be left next to the compactor, on top of the compactor, on the ramp, or in the bulk pickup area. Unit Owners will be fined $50 per occurrence for putting waste bags in these areas. Use the front compactor door only when disposing of refuse. The rear compactor door is for maintenance use only.

Garbage is not to be put in the bulk pick-up area. This area is for bulk items only. Items that cannot be picked up in the bulk area include but are not limited to: hazardous, flammable or explosive materials, auto parts, tires, excavating and building materials, refrigerated

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appliances, furnaces, pianos, spas, hot tubs, pool tables, or yard waste. These items will need to be picked up by a rubbish hauler. Contact the Management Company for assistance.

Waste bags are not permitted to be stored for longer than 12 hours on the front limited common area stoop or back limited common area patio. Waste bags must be disposed of in the compactor or during weekly refuse collection. Unit Owners will be fined $50 per occurrence for putting waste bags in these areas.

Cigarette butts are considered refuse and must be disposed of properly. If placed in the mulch bed, cigarette butts have been known to start fires. These are not permitted to be put in the mulch beds or on the front limited common area stoop. Unit Owners will be fined $50 per occurrence for cigarette butts in these areas.

There shall be no dumping of trash into retaining ponds. Anyone caught doing so will be fined $150 for each occurrence.

RECYCLING COLLECTION

To participate in the door-to-door recycling service, homeowners MUST put all recyclables in a blue recycling trash bag, and tie it closed. If you place recycling materials outside in anything other than a blue recycling bag, they will not be picked up. Local grocery retailers, like Giant Eagle, stock 30-gallon blue recycling trash bags. These bags may also be ordered online. Please set out items intended for recycling collection before 8 a.m. on Thursday mornings.

RECYCLING DISPOSAL

The following is a guideline of items permitted and prohibited in the blue recycling bags.

Paper: Cardboard, newspaper, newspaper inserts, magazines, catalogs, junk mail, envelopes (with and without windows), computer paper, brown paper bags, paperboard (i.e. cereal boxes), and telephone books.
Plastic Bottles: All plastics #1-2 (such as milk jugs), soft drink bottles, and laundry detergent and shampoo bottles (please remove caps and rinse bottles).
Glass: Clear, brown, green and blue glass, bottles, and jars (please remove caps and rinse bottles).
Aluminum & Steel Cans: Aluminum and steel beverage cans, soup and food cans, empty aerosol cans, and aluminum siding and gutters.

Prohibited items in blue trash bag: Bagged trash, textbooks, oil jugs, plastic bags, plastic plates, utensils, plastics other than #1-2, buckets, toys, window glass, light bulbs, pots, pans, coat hangers, paint cans, gas containers, building/hazardous materials, medical waste, yard waste, and tires.
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COMMON & LIMITED COMMON ELEMENTS

PURPOSE OF COMMON ELEMENTS

The common element is for the sole and exclusive use, benefit, and enjoyment of the Unit Owners for the purpose and manner in which such elements and facilities are ordinarily used. All Unit Owners jointly own the common elements including the limited common element. No one shall use the common element or limited common element in such a manner as to disturb others. **Limited common elements may include porch areas, patio area, driveway area, sidewalks, steps, stoop, and yard area with improvement therein.**

ACTIVITY ON COMMON ELEMENT

There shall be no playing of organized sports, without prior authorization by the Board, parking of bicycles, baby carriages, wagons, toys, vehicles, benches, chairs on any part of the common element except the limited common element (patio/porch).

Common elements and limited common elements are not to be used as storage areas.

DAMAGE TO COMMON ELEMENTS

Unit Owners are responsible and will be assessed for the maintenance and repair resulting from damage to the common elements and limited common elements caused by any negligent or intentional act by the Unit Owner, residents of a unit, or guest of any Unit Owner.

NOISE LEVEL EXPECTATIONS

It is expected that Unit owners demonstrate common courtesy to adjacent Unit Owners relative to noise and activities on patios and porches. Party activities on the common elements and limited common elements (patio/porch) should terminate by 10:00 p.m. Sunday through Thursday, and 12:00 a.m. on Friday and Saturday. Any activities occurring beyond these times may be addressed by filling out a Formal Complaint Form (Attachment A) with the Management Company. If a noise incident requires immediate attention, please contact the non-emergency police number, (614) 645-4545.

Please remember to be courteous to your neighbors and keep stereo, TV, conversation, and pet noise, both in and outside the Units, to a reasonable level.

FIREWORKS

Fireworks, of any kind, are specifically prohibited. If a noise incident requires immediate attention, please contact the non-emergency police number, (614) 645-4545.

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WATERING LAWN AREAS

Common element lawns are maintained by a landscaping company hired by the Association. During the Summer months, Unit Owners are encouraged to help water the grass, trees, and shrubs around their Unit to assist in maintaining the landscaping. This service is not provided by the landscaping company

GARAGE SALES & SOLICITATION

Garage sales and tag sales are specifically prohibited except where endorsed and approved, in writing, by the Board as a community event.

Solicitation is not permitted.

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EXTERIOR MODIFICATION & ARCHITECTURAL CONTROL

Board approval is required for any modification, alteration, change, addition, or improvement to a Unit that is visible to the exterior. Board approval is also required for any modification or alteration to the common element or limited common element. Example: permanent landscaping

Nothing shall be done in any Unit, nor in or onto the common elements or limited common element areas, that would impair the structural integrity or would structurally change any of the buildings.

The Unit Owner desiring approval for a modification will submit an Exterior Modification Application (Attachment B) with complete plans, including specifications showing the nature of the modification; kind, shape, height, materials, color, and location. The desired start and anticipated completion dates for the desired modification need to be submitted for review and recommendation to the Board and Management Company. If requested by the Board, comments about the proposed modification and alteration from other Unit Owners common to the same building will need to be collected by the Unit Owner desiring the modification. The Management Company will present the proposed modification to the Board along with their recommendation. The Board will then vote on the proposal.

Reasons the Board may NOT APPROVE a submitted plan for modification may include, but are not limited to, the proposed modification interferes with common element maintenance (such as lawn mowing, etc.), or the proposed modification is not aesthetically appropriate, in that its appearance, color, character or materials may conflict with the character of the community.

SATELLITE DISH POLICY

When a Unit Owner wishes to install, or have installed a Satellite Dish, the Unit Owner should file a Satellite Dish Installation Application (Attachment C) with the Management Company prior to installation. See Attachment H for the Satellite Dish Policy.

Approval by the Board does not in any way alter or limit the requirement of the Unit Owner to adhere to all City Codes and Regulations, and codes and regulations of other agencies governing such an installation (i.e.; the FCC, the Building Department, the Utility Company, Manufacturer Guidelines, or other applicable governing agencies.). The Unit Owner is required to obtain any and all permits, such as a building permit, etc. required by law.

SATELLITE DISH INSTALLATION GUIDELINES

Satellite dishes shall be as small as possible, but in no case larger than 39.4 inches (one meter) in diameter and must be submitted to the Management Company in writing for approval by the Board.

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The Unit Owner may not splice into any existing wire or cable that leads into the Unit. No holes may be drilled in outside walls, roofs, balcony railings, shutters, siding, window sills, or glass. Cables from satellite dishes may not be installed through the Unit's siding, woodwork, doors, or windows. Wires from the satellite dish on the exterior must be led into a Unit by a flat wire under a window or door.

The satellite dish installation shall be of quality construction and shall conform to all applicable building codes and manufacturer specifications. Efforts should be taken to disguise visible wiring on the exterior of a Unit. Wiring should not be visible from the exterior of the building.

All satellite dishes must be mounted on a pole, and under no circumstances can it be attached to a building, garage, fence, outside wall, outside window sill, roof, common element area balconies, or common element area stairwells. The satellite dish or antenna system must be a stand-alone system.

Any variation in installation from that represented on the original approved application for satellite dish installation must be resubmitted in writing to the Management Company for approval by the Board.

SATELLITE DISH MAINTENANCE & DAMAGE ISSUES

Satellite dish maintenance and repair is the responsibility of the Unit Owner. The Board and Management Company, its employees, assigns, or affiliates, are not responsible for damages to satellite dish systems, equipment, or reception. Unit Owner assumes all liability for loss or damage related to the operation, use and maintenance of satellite systems.

The Unit Owner is responsible for any damages requiring additional Unit maintenance caused to the common element or limited common element area as a result of the satellite dish installation or removal processes.

If any existing landscape, public improvements, or utilities are damaged or destroyed during any phase of installation or removal, the Unit Owner shall, at their expense, replace and/or repair such damage.

PATIO EXTENSIONS & MODIFICATION

Unit Owners requesting to modify the limited common patio element need to submit an Exterior Modification Application (Attachment B), to the Management Company, for Board approval before any changes are made to the area.

STORM DOOR GUIDELINES

Before purchasing or installing a storm door, an Exterior Modification Application (Attachment B) must be submitted to the Management Company and approved by the Board. Contact the Management Company for approved storm doors in your community.

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FRONT DOOR GUIDELINES

If a Unit Owner wants to paint their front door, an Exterior Modification Application (Attachment B) needs to be filled out and submitted to the Management Company for Board approval. All expenses are the responsibility of the Unit Owner. Contact the Management Company for specific door paint colors.

FRONT DOOR DECORATIONS

One front door decoration, such as a wreath or door hanging, is permitted year-round.

FRONT PORCH FURNITURE

Front porch furniture should be limited to wood, wicker, wrought iron, or similar appearing materials. Porch furniture should not be placed on common elements and are permitted only on limited common elements.

PERSONAL PROPERTY

All personal property, such as lawn chairs, bicycles, tables, chairs, etc. must be kept within the limited common patio element or the garage, unless through Board approval there has been an extension to the patio, which would then permit personal property to be placed on the approved patio extension.

Nothing may be hung, displayed, affixed or placed on the exterior walls, doors, fences, or roof, of a Unit including, without limitation, signs, awnings, canopies, shutters, television/CB/radio antennae, or any other device or ornament.

No laundry (swimsuits, towels, rugs, or other items) will be hung over any patio or porch fence. Laundry poles/clothes lines are prohibited on common and limited common elements.

HOT TUBS & PLAYGROUND EQUIPTMENT

Hot tubs and playground equipment, including swing sets, are not permitted on common elements or on decks, patios, or porches in the limited common elements.

FLOWERS

Owners are encouraged to plant flowers (annuals) in the mulched common elements immediately adjacent to their Unit. Planting around common trees that do not have a surrounding mulched element, etc. is prohibited without prior written Board approval. All annual planting must be done by June 1 and plantings must be removed by October 1 each year. Maintenance of the flowers is the responsibility of the Unit Owner. Any Unit Owner that still has annual plants in their mulched areas after October 1 will be charged for Fall clean up

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based on the amount of maintenance required. Annuals which are not maintained and become unsightly will be removed and the Unit Owner will be billed for removal.

Prior written Board approval is needed to extend a mulched element, create a new mulch element, or create a garden element.

Garden elements are permitted in the confines of the limited common area for each Unit and are to be planted in an already established mulched bed or in pots. Gardens must be maintained and removed at the end of the growing season by the Unit Owner.

Standing flowerpots made of plain clay terracotta or giving the appearance of terracotta are permitted on porches, patios, and limited common elements and must be removed by November 1.

Imitation flowers and plants made of silk or plastic are not permitted to be displayed on common or limited common elements.

Flowerpots are prohibited on Unit walkways. Standing flowerpots, flower boxes, planters, trellises, etc. are prohibited on the grass and mulch elements of the common element areas.

HANGING FLOWERPOTS

Hanging flowerpots are permitted in porch limited common elements. Caution: The drilling of holes into the wood and wood by-product elements presents a source for the possible entry of moisture etc. that could cause eventual damage by de-lamination. In addition, the Unit Owner is responsible for any damages incurred by the drilling of these holes.

At the end of the season, all hanging pots must be removed from view by November 1st.

A total of two is the permissible limit for hanging flower baskets in the porch element. Nothing is permitted to hang from the iron railing or gutters.

ADDITION OR REMOVAL OF BUSHES, TREES, ETC.

If you want to add trees, bushes, shrubs or any other permanent landscape material in the common or limited common elements, detailed plans must be submitted in an Exterior Modification Application (Attachment B) to the Management Company for Board approval in written.

PERSONAL HOSE REELS / HOSES

Personal hose reels and hoses must be stored in the garage or back patio area when not in use. No hoses or hose mounts are allowed to be stored in flowerbeds, attached to a fence or Unit, or on grass common element areas. Hoses must be detached from the exterior hose spigot/bib when not in use. Hoses must be stored inside for the Winter.

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SHEPHERD HOOKS

Shepherd hooks are limited to two per Unit in the front limited common element. If the shepherd hook is not displaying flowers that are alive or is empty it must be removed from the front limited common element mulch bed.

DECORATIVE ITEMS (Statues, Bird Feeders, Birdbaths, Etc.)

The following list is not all inclusive and is to be used as a guideline. Statues, statuettes, bird feeders, birdbaths, lawn ornaments, ornamental rocks, artificial flowers, decorative or seasonal flags, globes and decorative art are permitted only in rear limited common elements (patios). Lawn or yard ornaments of any kind are prohibited in front common elements.

Unit Owners who wish to have bird feeders are responsible for keeping them clean and picking up debris which falls to the ground. Bird feeders are only permitted in the rear limited common element (patio) area.

Hanging flower baskets are limited to two per Unit in the front limited common area. No baskets, containers or any other items may be attached in any way to the metal rails on Unit porches.

FLAGS

Any permanent fixture attached to the structure other than a flag holder on the pillar is prohibited.

An American flag (not to exceed 3’ x 5’ in size) may be displayed in a flag holder. If you have questions on how this should be done to comply with regulations contact the Management Company.

College or professional team flags may be flown on game day during the appropriate season. Decorative or seasonal flags are prohibited.

Caution: The drilling of holes into the wood and wood by-product elements presents a source for the possible entry of moisture or insects that could cause eventual damage. In addition, the Unit Owner is responsible for any damages incurred by the drilling of these holes.

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WIND CHIMES

Wind chimes are permitted only in the limited common elements (patios) and are limited to one per Unit.

ELECTRIC INSECT KILLERS

Electric insect killers of any kind are prohibited in common elements and limited common elements.

SIGNS

One professionally prepared, unlit 'FOR SALE' or 'FOR RENT' sign (no larger than nine square feet in size) may be placed inside the window of a Unit.

A security system decal may be placed in the window and/or on a small sign designed for that purpose and placed in the garden bed element closest to the front door.

Open House directional signs are permitted on the day of the open house and must be removed the same day.

Real estate, political, team, or other signs are prohibited in the common elements and will be removed by the Management Company without advance approval by the Board.

EXTERIOR SURFACE OF BUILDING-WINDOW COVERINGS

Unit Owners shall not cause or permit anything (except where it is expressly permitted in this Handbook) to be hung or displayed on the inside or outside of windows or placed on the outside wall of any building. No signs, awning, canopy, shutter, radio antenna, television antenna, or satellite dish shall be affixed to or placed upon the exterior walls or roof of any part of any building without the prior written consent of the Board.

Appropriate interior drapes, curtains, valances, or louvered blinds of a kind that are manufactured or made specifically for that purpose are permitted. The side facing the exterior must be white.

It is the responsibility of the Unit Owner to maintain the blinds and window screens. Broken blinds and screens must be replaced in a timely manner, within 30 business days, at the Unit Owner's expense.

SUN CATCHERS & STAINED GLASS

Unit Owners may display no more than one sun catcher per Unit. The Board reserves the right to request the removal of any sun catcher or stained-glass piece that is deemed inappropriate or unreasonable in size.

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LANDSCAPE OR SOLAR LIGHTS AND TORCH LIGHTS

Landscape or solar lights are prohibited in the front common and limited common elements. Torch or “tiki” lights are prohibited.

PATIOS AND DECKS

All patios and decks must be kept neat, and shall be free of garbage, animal excrement, and excessive weed growth. Patios and decks shall not be used as storage areas.

GRILLING ON PATIOS AND PORCHES

The information contained in this section is only accurate up to the date of the latest revision of this handbook and may not reflect the most current legal developments. It is the responsibility of the homeowner to act in accordance with the Ohio Fire Code regulations.

Use and storage of open-flame devices or grills is prohibited in the front common elements. Open-flame devices include hibachi grills, gas-fired grills, charcoal grills, fire pits or other similar devices used for cooking, heating, or any other purpose. The following general guidelines should be taken into consideration when using open-flame devices:

Grilling and Recreational Fire Guidelines

- Keep open-flame devices 10 feet away from flammable materials and equipment.
- Keep a portable fire extinguisher near the open-flame area and do not leave an open-flame unattended.
- Clean grease and fat build-up in catch pans. A hot grill can ignite unclean grease pans.
- Immediately following use, close the cover or lid to the open-flame device.
- Allow charcoal coals to cool at least 48 hours before disposing of them. Wrap the cold ashes in aluminum foil and place them in a noncombustible container for disposal.

Impact

- The Fire Marshall can issue citations and fines to residents who are not in compliance with fire codes.
- Open-flame devices located too close to a building while in use have the potential of getting out of control and damaging property or spreading to living areas.

Alternative solution

- Electric grilling devices are recommended for use on property.

In order to avoid possible property damage or a Fire Marshall citation and fine, open-flame devices should be removed from balconies or decks. Use of open-flame devices should not be within/on patios, garages, decks, or balconies.

Note: Any damage incurred to the Unit, due to open-flame device operation or location, is at the Unit Owner’s expense.

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WINTER CONSIDERATIONS

The use of salt on concrete porches, walks and patios is prohibited. Calcium chloride or other non-destructive de-icing agents should be used. Use of prohibited materials will void any concrete warranty. Sand may be used to add traction to these surfaces in the winter.

Unit Owners are responsible for the repair or replacement of damaged concrete caused by prohibited materials. With notification of damaged concrete by the Management Company and/or the Board, the Unit Owner will be accessed the cost of repairs.

HOLIDAY AND SEASONAL DECORATIONS

A reasonable display of lights and decorations are permitted in or on the limited common element of each Unit during a holiday season.

Inflatable decorations are prohibited. Nothing shall be attached to any common element. Damage created by the installation of decorations is the responsibility of the Unit Owner.

Placement of decorations and/or lights is prohibited on the common lawn element or trees without written Board approval. The Board will make adequate time provisions for evaluating decoration display requests submitted for approval.

Holiday and seasonal decorations may be displayed 30 days prior to said holiday/season and must be removed within 15 days after said holiday/season.

GARAGE DOORS

Garage doors are part of a Unit and the responsibility of the Unit Owner. Because of the short nature of some driveways, it is imperative that Unit Owners exercise extreme care not to damage their garage doors when parking on the driveway. Damaged garage doors can significantly affect the appearance of the community.

Unit Owners are responsible for the timely repair of damaged garage doors. With notification of a damaged garage door by the Management Company or the Board, the Unit Owner has 30 days to contact the Management Company to address the scheduled date of the repair. After the 30-day period, if no contact has been made to the Management Company, the Unit Owner will be assessed an enforcement fine of $50 on a monthly basis until the repair is completed.

When the garage or driveway is unattended or not in use, garage doors should be closed. This will maintain an orderly and harmonious appearance in the community and may provide safety and security for the Unit Owner and the Units contents.

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PARKING & VEHICLES

There are no assigned parking spaces within the community. The speed limit within the community is **15 M.P.H.** Excessive speed and reckless operation is prohibited. Use caution when driving and parking near the round-about on Bow Falls Blvd. To avoid collision with another vehicle, please do not exceed the recommended speed of 5 mph when driving through the intersection. Violation of parking and vehicle operating rules can result in towing, without notice, at the vehicle owner's expense.

No vehicles shall be parked in a manner that blocks a street or driveway. Parking along a street is strictly prohibited unless vehicles are parked in marked parking spaces. It is the Unit Owners' responsibility to not block emergency vehicle access in the community. Parking and/or driving on a lawn element is prohibited.

Boats, trailers, motor homes, recreational vehicles, trucks (larger than l ¾ ton pick-up), campers, travel trailers, or similar type vehicles may be parked in the driveway for a period no longer than 24 hours without advance approval by the Board. Said vehicles must not block normal access, ingress or egress, of other residents. Recreational vehicles are not permitted to be used on the streets within the community.

UNITS WITH GARAGES

All parking by Unit Owners or guests of Unit Owners shall be inside the garage, when applicable. If there is no available space within the garage, parking should be in a marked space on the street. The following Unit types are permitted to park on the driveway in front of the garage: Cromwell, Stansbury, Turnbery, and Wellington. Reserve and Austin type Units are not permitted to park on the driveway in front of the garage door.

No parked vehicles shall block the ingress/egress to another Unit Owner's garage. Regular parking by Unit Owners on the side drives or in the street is prohibited.

VEHICULAR REPAIRS & INOPERABLE VEHICLES

Major vehicular repairs are prohibited on common or limited common property. Inoperable vehicles (flat tires, dead battery, expired tags, or other conditions making vehicles inoperable) shall not be parked in any area other than a garage except for short-term emergency service (changing a flat tire, battery jump, or other service). Vehicles that appear to be abandoned, in the common or limited common elements, for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense.

Unit Owners and their guests will make every effort to protect the common element and limited common element areas such as, using wood to distribute jack pressure or repairing oil or gas leaks to prevent pavement deterioration. Unit Owners will be responsible and assessed for any damages to the common or limited common elements due to unresolved vehicular repairs or damages created by vehicular repairs.

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COMMERCIAL VEHICLES

Commercial moving vans and trucks, or other commercial vehicles in the area to perform service or repair work for a Unit Owner or commercial vehicles performing services or repairs requested by the developer are authorized for the length of time necessary to accomplish the service or repair work.

WASHING VEHICLES

Washing of vehicles by Unit Owners is permitted. Water conservation is encouraged, please be aware of water consumption. Community water usage is divided among all Unit Owners and appears on the water bill monthly.

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PETS

Pet owners are responsible for promptly cleaning up after their animals and disposing of animal waste appropriately. Pet waste bags are not permitted to be left on the common or limited common elements. The Condominium common elements are for the enjoyment of ALL Unit Owners. These elements cannot be fully utilized and enjoyed if animal waste is left on the grounds.

Owners failing to clean up after their pet will receive an enforcement assessment for the cost of grounds maintenance personnel to clean up after the pet. This includes leaving pet waste bags on the stoop, steps, or the mulch bed. Pet owners consistently failing to clean up after their animal will be charged with enforcement fines, from the Condominium property, upon written notice from the Management Company on behalf of the Board.

The cost of repairing any damage done to common elements, by an animal, will be assessed to the Unit Owner responsible for the animal. This shall include damage to the common lawn element, and limited common element, caused by urination in the same location.

All pets must be on a leash when in the common or limited common element and are not permitted in these areas unattended. “Electronic leashes” or zap collars, and pets with this type of collar are not considered to be on a leash. Pets are not allowed to run uncontrolled and off a leash per the Ohio Revised Code Section 955.22C.

Animals other than those classified as household domestic pets are prohibited. The number and size of the household domestic pets are subject to limitations established by the Board. Pets will not be bred or maintained for commercial purposes.

It is explicitly prohibited to feed feral/stray animals in the community unless the homeowner has the intention of taking these animals into their home for permanent residence. Stray animals can harbor diseases that can be passed to other pets in the community. Please report anyone feeding strays to The Franklin County Department of Animal Control and the Management Company. There will be a fine of $50 per occurrence assessed to Unit Owners who feed feral/stray animals.

Animal houses or pens are <u>not</u> permitted on patios, porches, limited common or common elements. Pets shall <u>not</u> be tethered outside on the lawn, patio, porch, and limited common or common elements.

The Master Association prohibits pets in the Clubhouse or pool area.

Pet owners may be assessed for violation of these policies, at the rate of $50 for each offense, after the first warning notice.

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LEASING YOUR CONDOMINIUM

Leasing your Unit is subject to Rental Policy (Attachment H) adopted by the Board. Currently, every lease and renewal lease covering a condominium Unit shall be in writing and duly executed by the parties thereto; and shall not be for a period of less than one year. The Declaration states that no more than 10% of the total Units can be leased and/or rented at one time.

All Unit Owners are responsible for any agents, tenants, tenant's guests, or their agents for their actions and compliance with the Declaration, and standing Rules and Regulations. The Unit Owner's account is the only account recognized by the Board. All assessments to an account are the responsibility of the Unit Owner.

Unit Owners are required to use the Board approved Lease Agreement (Attachment J). A copy of the tenant's lease is to be recorded with the Management Company, along with a signed acknowledgement of the rules and regulations (Attachment K) by the lessee.

All Unit Owners are responsible to administer their properties, make sure their tenants have knowledge of, and abide by, Association Bylaws, the Declaration, and the Handbook for the Community.

All Unit Owners are responsible to hear and report their tenant's requests, complaints, or observations and convey that information to the Board on a timely basis, so action can be taken, if needed, by the Board or the Management Company.

All Unit Owners shall be held accountable to fulfill their association responsibilities.

Tenants are to refer all requests or needs to their respective Unit Owner or agents of the Unit Owner. Except in the case of emergency, all tenant inquiries are to be directed to the Unit Owner or Owner's agent.

SELLING YOUR CONDOMINIUM

If you sell your Unit, it is important to notify the Management Company as to whom the new Unit Owner of record is, and the closing date. It is the current Unit Owner's responsibility to make certain that all condominium dues, assessments, fees and other charges are current. It is the Unit Owner of record responsibility to make sure the condition of the inside and outside of their Unit complies with the Declaration and the Handbook before selling.

Please make certain that on moving day, moving trucks, etc. do not interfere with the normal flow of traffic, and permit other trucks, refuse collection vehicles and other vehicles to pass. Try to arrange your moving date so it does not conflict with scheduled events such as refuse collection.

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Attachment A:
FORMAL COMPLAINT FORM

PROPERTY NAME: _____

VIOLATOR (S), IF KNOWN:

_____
_____
_____

ADDRESS, UNIT NUMBER, IF KNOWN:

_____
_____
_____

CAR, VEHICLE, LICENSE PLATE NUMBER, IF APPLICABLE:

_____
_____
_____

PET OR ANIMAL DESCRIPTION, IF APPLICABLE:

_____
_____
_____

VIOLATION: Describe nature, location, date, time, etc.

_____
_____
_____
_____
_____
_____
_____
_____

Signature:_____**DATE:**_____**Unit Number:** _____

Print name: _____

PLEASE MAKE A COPY OF THIS FORM FOR USE

SUBMIT FORM TO:
The Falls at Hayden Run Condo Association
Link Real Estate Group
5000 Arlington Centre Blvd.
Columbus, OH 43220

Order: NKZF47WMP
Address: 5182 Horseshoe Falls Dr
Order Date: 01-24-2023
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Attachment B:
EXTERIOR MODIFICATION APPLICATION

PROPERTY NAME: _____

Name: _____ **Date Submitted:** _____

Address: _____ **Telephone:** _____

Description of modification: _____
_____
_____

Draw or attach a plot plan showing the exact location with respect to the condominium unit.

Materials and colors: _____

Landscaping materials: _____

Modification to begin on: _____ **To be completed by:** _____

The owner(s) or their designees (contractor) must comply with the following:

1) The specifications as approved by the Board of Directors.
2) The city you reside in permits, building regulations, ordinances, etc. including a final inspection.
3) Contractor's one year warranty on materials and labor if applicable.
4) Repair of any damage to the Common Element or other condominium units.

Board Approved ☐ **Disapproved** ☐

Signature: _____ **Date:** _____

PLEASE MAKE A COPY OF THIS FORM FOR USE

SUBMIT FORM TO:
The Falls at Hayden Run Condo Association
Link Real Estate Group
5000 Arlington Centre Blvd.
Columbus, OH 43220

Order: NK2F47WMP
Address: 5182 Horseshoe Falls Dr
Order Date: 01-24-2023
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Attachment C:
SATELLITE DISH INSTALLATION APPLICATION

PROPERTY NAME:_____

DATE SUBMITTED: _____

NAME: _____

ADDRESS: _____

TELEPHONE: _____

SATELLITE DISH REQUEST TO BE INSTALLED AT UNIT NUMBER: _____

PROPOSED LOCATION OF SATELLITE DISH INSTALLATION: _____

INSTALLATION TO BEGIN ON:_____ END **ON:** _____

Draw or attach a plot plan showing the exact location with respect to the condominium unit.

The owner(s) or their designees (contractor) must comply with the following:

1. The installation guidelines and responsibilities as outlined starting on page 10 of this handbook.
2. The City of New Albany other governing agencies permits, building regulations, ordinances, etc., including any final inspection requirement.

Management company recommends / does not recommend this installation for approval.

Board Approved ☐ **Disapproved** ☐

Signature:_____ **Date:** _____

PLEASE MAKE A COPY OF THIS FORM FOR USE

SUBMIT FORM TO:

The Falls at Hayden Run Condo Association
Link Real Estate Group
5000 Arlington Centre Blvd.
Columbus, OH 43220

Order: NK7B4Y4JP
Address: 5182 Horseshoe Falls Dr
Order Date: 01-24-2023
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Attachment D:
REQUEST FOR A HEARING

PROPERTY NAME: _____

Name (Printed): _____ **Date Submitted:** _____

Address: _____

E-mail Address: _____ **Telephone Number:** _____

You have the right to contest The Board of Director's (The Board) imposing enforcement assessment. To contest the assessment, the homeowner must request a hearing, in writing, to The Board within ten (10) days of receiving notice of The Board's intent to fine you.

If you fail to request a hearing within ten (10) days of your receiving this notice, you waive the right to a hearing.

If you request a hearing, Link Real Estate Group will notify you of the date, time and location of the hearing at least seven (7) days before the scheduled date of the hearing. **If you want to request a hearing with The Board, then this completed form must be received within ten (10) days by The Board. The form must be sent to The Association's management company.**

PLEASE MAKE COPY OF THIS FORM FOR USE

PLEASE SUBMIT FORM TO:

The Falls at Hayden Run Condo Association
Link Real Estate Group
5000 Arlington Centre Blvd.
Columbus, OH 43220

I, _____, request to be scheduled for a hearing in front of The Board at the time of the next scheduled meeting, or sooner, of which I will be notified at least seven (7) days in advance.

I believe the enforcement assessment should not be imposed because _____
_____
_____
_____
_____
_____

Unit Owner(s) Signature: _____ **Date:** _____

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Board Reviewed ☐ Hearing **Date:** _____ **Hearing Time:** _____

Board Member Signature: _____ **Date:** _____

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Attachment E:
REQUEST FOR A DISPUTE HEARING

PROPERTY NAME: _____

Name (Printed): _____ **Date Submitted:** _____

Address: _____

E-mail Address: _____ **Telephone Number:** _____

You have the right to request a hearing with The Board of Director's (The Board) to resolve a dispute between Unit Owners according to the Declaration and Bylaws for The Falls at Hayden Run: Article III, Section 2, Item (q).

Dispute against (list address(s)): _____

Nature of dispute: _____ Explanation for hearing: _____

_____

_____

_____

This completed form must be sent to the Association's Management Company, Link Real Estate Group, to request a hearing with the Board.

PLEASE MAKE COPY OF THIS FORM FOR USE

SUBMIT FORM TO:

The Falls at Hayden Run Condo Association
Link Real Estate Group
5000 Arlington Centre Blvd.
Columbus, OH 43220

Upon receipt of this written request, The Board will have sixty (60) days to determine a date, time and location of the hearing, and give written notice to each party thereof in no less than five (5) days before the scheduled date of the hearing. Management will mail written notice to both parties of the date, time and location of the hearing.

Each party in the dispute will be given five (5) minutes of uninterrupted talk time. In the event that the Unit Owner requesting the hearing is engaged in a dispute with multiple Unit Owners, the multiple Unit Owners will be treated as a single entity and must designate a speaker on behalf of the group. If the dispute is against a Board member or Board member's domestic partner, the Board member will not be permitted to be involved in the decision making or ruling process of the hearing. After each party has spoke, The Board may request additional information from the parties involved. The parties will then be dismissed while The Board deliberates and goes into executive session. The Board will render a written decision to each party within thirty (30) days.

I, (print)_____, request a hearing in front of The Board, at a date, time, and location of their choosing, of which I will be notified at least five (5) days in advance.

Unit Owner(s) Signature: _____ **Date:** _____

FOR OFFICE USE ONLY

Board Reviewed ☐ Hearing **Date:** _____ **Hearing Time:** _____

Board Member Signature: _____ **Date:** _____

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Attachment H:

Satellite Dish Policy
The Falls at Hayden Run Condominium Association

1. **Unit Owner Liability.** The unit owner assumes total responsibility for any personal injury or physical damage to property caused as a result of the installation or maintenance of the unit owner's satellite dish or antenna. The unit owner is required to obtain liability insurance adequate to fully cover claims that may be made by the Association or third parties as a result of damage or injury caused by the satellite dish or antenna (or the installation thereof). The insurance must list the Association and the then applicable property management company of the Association as additional insureds, and the unit owner shall provide proof of such insurance upon the request of the Association.

2. **Size, Color and Number**
   a. Satellite dishes must be one (1) meter or less in diameter or a traditional stick-type antenna.
   b. Satellite dishes must be gray or white in color.
   c. No more than one (1) satellite dish is permitted per condominium unit, unless otherwise approved by the Association.

3. **Placement Preferences.** The Association requires that the unit owner place the satellite dish on the rear patio or on the rear balcony of the unit. If the satellite dish cannot be placed on the rear patio or on the rear balcony of the unit, the unit owner may install the satellite dish in the rear mulched or grassed limited common area immediately adjacent to the unit, if such limited common area exists. If placement or installation of the satellite dish in the above referenced locations prevents reception of an acceptable quality signal or imposes an unreasonable expense or delay in installation, as determined solely by the Association, the unit owner may submit an "exterior modification application" to the Association. The Association may then grant the unit owner permission to place the satellite dish in an alternative area and in an alternative fashion.

4. **Permitted Installation Methods**
   a. The unit owner may place the satellite dish or antenna system on a tripod or other device that is not attached to any building, patio, deck, foundation or other structure in a permanent fashion.
   b. The unit owner may install the satellite dish in the rear grassed or mulched limited common area immediately adjacent to their unit, if such limited common area exists.
   c. Unit owner is required to use a flat satellite cable that can be run under the window sill or door of the unit. The purpose for this is to prevent damage to condominium property.

5. **Restricted Installation Methods.** The following satellite installation methods are strictly prohibited, unless otherwise approved by the Association.
   a. The satellite dish or antenna system must be a stand-alone system. The unit owner may not splice into any existing wires or cables.
   b. No satellite dish or antenna system may be mounted or physically attached to a condominium unit, garage building, or any other condominium building in any way. The satellite dish or antenna may not be installed on an outside wall, outside windowsill, roof, common area, fence, or any other mulched or grassed common area.

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c. No holes may be drilled in outside walls, roofs, balcony railings, fencing, shutters, siding or glass while installing a satellite dish.
d. The satellite dish or antenna may not extend beyond the balcony railing, patio line, porch line or fence line. Devices that extend the dish or antenna beyond the limited common area line may not be used.
e. Under no circumstances shall the wiring of the satellite be visible from the exterior of a building.

6. **Charges and Other Consequences of Violating This Policy.** The Board shall follow the procedure set forth in the Declaration before charging a unit owner an enforcement assessment. The amount of the enforcement assessment for violating this Satellite Dish Policy shall be $50. In addition, if the unit owner does not cure the violation after being assessed the $50 charge, the Association may take further actions, as may be permitted under (i) the Declaration (ii) applicable city, state or federal law and (iii) the rules or regulations of the Association. Furthermore, the Association shall have the right to remove or relocate any violating satellite dish if the violation has not been cured by the unit owner after being assessed the $50 charge. Such removal or relocation shall be at the expense of the unit owner.

7. **Appeals Process.** A unit owner may request a hearing by following the procedure set forth in the Declaration.

8. **Notification to Owners.** The Association shall notify all unit owners of this Policy after its adoption.

9. **Ongoing Evaluation.** Nothing in this Policy shall require the Association to take specific actions other than to notify unit owners of the adoption of this Policy. The Association retains the right to continue to evaluate each placement of a satellite dish on a case by case basis.

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Attachment I:

Parking Policy
The Falls at Hayden Run Condominium Association

1. **No Parking Zones.** The following areas are designated as No Parking zones:
    a. In front of or within 6 feet of a fire hydrant
    b. In a round-a-bout or in an intersection
    c. Within 10 feet of an intersection
    d. On a boulevard between an alley and an intersection
    e. In front of sidewalk openings
    f. In an alley
    g. Any area marked as a No Parking zone
    h. Any area not designated as a parking area

2. **Designated Parking Areas.** Parking is allowed in designated parking areas only. Designated parking areas are any of the public parking spaces installed by the developer and are indicated by white lines perpendicular to the curb.

3. **Storage.** (i) No vehicle shall be parked or stored on any roadway, parking area or other paved area of the Condominium Property that is in a condition that is deemed a nuisance. (ii) No vehicle shall be parked or stored on any roadway, parking area or other paved area of the Condominium Property that is covered, in whole or in part, by a canvas, plastic, or other protective covering. (iii) Nor shall any parts of vehicles (i.e. tires, truck cabs, etc.) be stored anywhere on the outside perimeter of a Unit or in the limited common element.

4. **Non-Operable Vehicles.** No vehicle shall be parked on any roadway, parking area or other paved area of the Condominium Property in a non-operable condition for more than 48 hours.

5. **Vehicle Repairs.** (i) No repairs shall be performed on any vehicle on any roadway, parking area or other paved area of the Condominium Property, except for repairs requiring only a brief amount of time, not to exceed 24 hours. (ii) These repairs should not result in noise or other nuisance that would unreasonably disturb another person and shall not prevent the passage of another vehicle or cause damage to the paved area.

6. **Abandoned Vehicles.** All vehicles parked on the street must be operable and have current tags. Any vehicle that has not moved in 7 days or has expired tags may be towed.

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7. **Commercial and Recreational Vehicles.** No commercial vehicle, boat, trailer, camper or recreational vehicle, shall be parked on any roadway, parking area or unpaved area of the Condominium Property. Nothing contained in this Section shall be construed to prohibit the infrequent parking for periods of time that are reasonable under the circumstances of:

    a. A trailer, camper or other vehicle for the purpose of loading or unloading the same (36 hour limit within a seven day period of time) and must be parked in a designated parking area.

8. **Charges and Other Consequences of Violation of this Policy.** The enforcement assessment process for violating this Parking Policy shall be as follows: 1st violation – Notice to Cure, 2nd violation - $50 enforcement assessment, 3rd violation - $100 enforcement assessment. If the matter is not resolved after the 3rd letter, the Association will continue to assess a $200 enforcement assessment every 14 days for each subsequent violation until the violation is corrected. In addition, if the Unit Owner does not cure the violation after the third violation notice, the Association may take further actions, as may be permitted under (i) the Declaration (ii) applicable city, state or federal law and (iii) the rules or regulations of the Association.

9. **Towing.** Any vehicle in violation of this Parking Policy will receive one warning, after which a standing order to tow may be issued for subsequent offenses. The Board hereby authorizes the property manager to exercise his or her sole discretion whether to tow a vehicle in violation of this Parking Policy or issue an enforcement assessment.

10. **Appeals Process.** A Unit Owner may request a hearing by following the procedure set forth in the Declaration.

11. **Notification to Owners.** The Association shall notify all Unit Owners of this policy after adoption.

12. **Ongoing Evaluation.** Nothing in this Policy shall require the Association to take specific actions other than to notify Unit Owners of the adoption of this Policy. The Association retains the right to continue to evaluate each offense on a case-by-case basis.

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Pet Policy
The Falls at Hayden Run Condominium Association

1. **Removal of Pet Waste.** Owners and their guests are required to immediately pick up and remove pet waste from the common and limited common elements.

2. **Disposal of Pet Waste.** After removing pet waste, Unit Owners are required to properly dispose of pet waste in an approved container for regular removal by maintenance staff. Unit Owners are not permitted to store pet waste on or about the limited common elements including: mulched areas, front stoop, steps, porch, patio area or outside a garage.

3. **Leash Requirement.** Owners must maintain control of their pets at all times and use of a leash is mandatory while pets are outside. Owners using Flexi® or retractable leashes should keep the length of extended leash to a minimum.

4. **Unattended Pets.** No pets are permitted to be left unattended, penned, tethered or tied outside in the limited common element. Cats must be kept indoors.

5. **Kennel Restriction.** Animal houses, kennels or pens are not permitted on patios, decks and porches, limited common or common elements.

6. **Animal Bites.** The Board must be notified within 72 hours of an event where any dog or cat owned by a resident causes injury to another resident or pet. Additionally, Unit Owners are encouraged to report an animal bite to the Franklin County Board of Health and the Franklin County Department of Animal Control.

7. **State and Local Laws.** Owners of pets whose breed falls within those addressed by statute or local ordinances must be compliant in all requirements of the laws governing ownership of these pets. This includes maintaining any insurance coverage deemed necessary by those laws.

8. **Prohibited Animals.** Animals other than those classified as household domestic pets are prohibited. Pets are not to be bred or maintained for commercial purposes by residents.

9. **Charges and Other Consequences of Violation of this Policy.** Not removing and properly disposing of pet waste constitutes an egregious infringement on the rights of all Unit Owners at FHR. Receipt of this policy serves as Notice to Cure to any residents who are not in compliance with the Pet Policy. The enforcement assessment process for violating this Pet Policy shall be as follows: 1st violation – $50 enforcement assessment, 2nd violation - $100 enforcement assessment, 3rd violation - $200 enforcement assessment. In addition, if the Unit Owner does not cure the violation after the third violation notice, the Association may take further actions, as may be permitted under (i) the Declaration (ii) applicable city, state or federal law and (iii) the rules or regulations of the Association.

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10. **Appeals Process.** A Unit Owner may request a hearing by following the procedure set forth in the Declaration.

11. **Notification to Owners.** The Association shall notify all Unit Owners of this policy after adoption.

12. **Ongoing Evaluation.** Nothing in this Policy shall require the Association to take specific actions other than to notify Unit Owners of the adoption of this Policy. The Association retains the right to continue to evaluate each offense on a case-by-case basis.

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Attachment K

Trash Policy
The Falls at Hayden Run Condominium Association

1. **Compactor Use.** (i) Residents must place their trash in the compactor and close the door to ensure that the compactor will operate. (ii) Do not throw trash on top of the compactor. (iii) Under no circumstances is a resident permitted to leave trash on the ground near the compactor. If the compactor is full or has stopped working, residents must not leave additional trash in the area and must store it in their Unit or garage until such time the compactor can accommodate their trash or await door-to-door trash pickup.

2. **Prohibited Items in Compactor.** Do not place items in the compactor that are not compressible. Examples of items not to place in the compactor include: large or heavy-duty cardboard boxes, certain packaging materials, furniture, lumber, carpet and linoleum, building materials, lawn furniture, anything made of cast iron, etc. These items should be placed in the bulk pad area next to the compactor for pickup.

3. **Bulk Pad Use.** (i) Do not place bagged trash in the bulk pad area. Use the compactor to dispose of bagged trash. (ii) Under no circumstances is a resident to cause the bulk pad area to overflow beyond the boundaries of the fence in any direction. (iii) Under no circumstances is a resident permitted to leave trash or bulk items on the ground outside the bulk pad area. If the bulk pad area is overflowing, residents must not leave additional item(s) in the area and must store the item(s) in their Unit or garage until such time the bulk pad can accommodate their item(s).

4. **Door-to-Door Trash Pickup Procedure.** Trash placed outside the rear of your Unit the evening before door-to-door pickup must be stored in a secure garbage can. Under no circumstances is a resident permitted to set trash outside their unit prior to one day before scheduled pickup.

5. **Storage of Garbage Cans.** Residents must remove emptied garbage cans from the limited common element and return them to their garage or limited element for storage as soon as possible after being emptied by maintenance staff.

6. **Abandoned Items.** Residents are not permitted to leave unwanted items in the limited common or common element. Residents are required to take unwanted items to the bulk pad area for pickup.

7. **Charges and Other Consequences of Violation of this Policy.** The enforcement assessment process for violating this Trash Policy shall be as follows: 1st violation – Notice to Cure, 2nd violation - $50 enforcement assessment, 3rd violation - $100 enforcement assessment. If the matter is not resolved after the 3rd letter, the

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Association will continue to assess a $200 enforcement assessment every 14 days for each subsequent violation until the violation is corrected. In addition, if the Unit Owner does not cure the violation after the third violation notice, the Association may take further actions, as may be permitted under (i) the Declaration (ii) applicable city, state or federal law and (iii) the rules or regulations of the Association.

8. **Appeals Process.** A Unit Owner may request a hearing by following the procedure set forth in the Declaration.

9. **Notification to Owners.** The Association shall notify all Unit Owners of this policy after adoption.

10. **Ongoing Evaluation.** Nothing in this Policy shall require the Association to take specific actions other than to notify Unit Owners of the adoption of this Policy. The Association retains the right to continue to evaluate each offense on a case-by-case basis.

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Attachment L

UNIT RENTAL POLICY FOR THE FALLS AT HAYDEN RUN CONDOMINIUM

Pursuant to the Declaration and Bylaws Creating and Establishing a Plan for Condominium Ownership for The Falls at Hayden Run Condominium (hereinafter "Declaration"), the Board of Directors of The Falls at Hayden Run Condominium Association (hereinafter "Board") has adopted the following Unit Rental Policy (hereinafter "Policy") regarding the renting and leasing of units within The Falls of Hayden Run Condominium (hereinafter "Condominium"). This Policy is intended to bolster the restrictions set forth in Article III, Section 2(g) of the Declaration. The Board has determined that this policy will further the purpose of maintaining the Condominium as primarily a housing community for owner-occupants. This Policy has been adopted at a meeting of the Board on September 13, 2010, at which a quorum was present and which has passed by a majority of the Directors present. This rule shall be effective on January 17, 2011.

1. Renting and Leasing
Notwithstanding any provision in the Declaration and except as otherwise provided in this Policy, at any given point in time no more than twenty percent (20%) of the Units within the Condominium shall be subject to any leasehold interest. This Policy shall not affect the existing term of any lease agreement that is in effect prior to the effective date of this Policy. However, all such existing leases shall count toward the twenty percent (20%) limit. If any Unit that is subject to a lease agreement as of the effective date of this Policy ceases to be occupied by a tenant of other persons not the Unit Owner for any period in excess of thirty (30) days, that Unit shall immediately lose its status as a rental Unit and shall immediately become subject to this policy.

2. All Leases Subject to Board Approval
No unit shall be subject to a leasehold interest unless such leasehold interest has first been approved by the Board. The Board, fairly and without discrimination, and in its sole authority, shall determine whether the proposed leasehold interest meets the requirements for renting a Unit under this Policy. For any lease agreement that is rejected by the Board, the rejected Unit Owner shall be entitled to a hearing, as set forth in the Declaration.

3. Requirements of Lease Agreement
Any Unit that becomes subject to a leasehold interest on or after the effective date of this Policy must be evidenced by a written lease agreement. The written lease agreement shall be in a form as approved and provided by the Board. Such agreement shall be in writing, shall provide for a lease term of twelve (12) months, shall provide that the tenant 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 lessee to comply with the terms of the condominium organizational documents and lawful Rules and Regulations shall be a default under the lease.

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Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination for a violation by the tenant of any covenant, condition or restriction contained in the Declaration, or the Bylaws of the Association, or the Rules and Regulations of the Association, all as lawfully amended from time to time. All such tenancies shall be subject to termination by legal proceedings in eviction brought by the association pursuant to Ohio Revised Code Chapters 5321 and 1923, as agent for and in the name of the Unit Owner, for any such violation, provided that the Association give the Unit Owner at least ten (10) days written notice of its intent to bring such an eviction proceeding. The cost of any eviction action brought by the Association, including reasonable attorney's fees, shall be a special individual unit assessment against the Unit, enforceable in the same manner as all other assessments.

4. Lease Approval Procedure

All requests by a Unit Owner to lease their Unit, including lease renewals, under this Policy must be made in writing to the Board, and must include a copy of the proposed lease agreement. The Board shall review the request and will inform the requesting Unit Owner of its decision whether or not to approve the lease, in writing, within 15 days of the date of submission of the request. No leasehold interest shall be valid prior to being approved, in writing, by the Board. Once the Board has informed the Unit Owner in writing that their request has been granted, the Unit Owner shall provide the Board with a copy of the final executed lease agreement at least seven (7) days prior to the commencement of the lease term. In addition, the Unit Owner shall provide the board with the name(s) of any tenant(s) residing within the Unit, as well as a phone number and email address for contacting the tenant(s). Failure to so provide this information to the Board shall result in an enforcement assessment of One Hundred Dollars ($100.00) for each month which the Unit Owner fails to provide such information to the Board. The Board shall administer a leasing list. This list shall identify, by address, each Unit within the Condominium which is subject to a lease. The list shall also show the full name and contact information of the individual(s) residing in such Units. For any lease agreement that is in effect prior to the effective date of this Policy, the Unit Owner must provide the Board with a copy of the written lease (if any), and shall provide the Board with the name(s) of any tenant(s) residing within the Unit, as well as a phone number and email address for contacting tenant(s). Failure to so provide this information to the Board shall result in an enforcement assessment of One Hundred Dollars ($100.00) for each month which the Unit Owner fails to provide such information to the Board.

5. Lease Renewals

At the end of any lease term, leases may be renewed in writing for successive periods to twelve (12) months without Board approval, provided that written notice is provided to the Board of such renewal within thirty (30) days after the renewal term has commenced.

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6. Exception to Twenty Percent (20%) Limitation
The foregoing limitation on the percentage of Units which may be subject to a lease agreement at any given time shall not apply to any Unit where the Board, upon application from the Unit Owner detailing all of the relevant facts, determines that a "hardship" exists which warrants allowing such Unit Owner to rent such Unit for a period not to exceed one (1) year. Without limiting the generality of the foregoing, the Board may find such a hardship where, for instance, a Unit Owner is transferred and is currently unable to sell a Unit or wants to avoid selling the Unit at a disadvantageous time. In making its decision, the Board may nevertheless turn down a "hardship" situation. The board's actions pursuant to this paragraph shall be discharged in a consistent manner which is not discriminatory to any party in any manner. To insure which nondiscriminatory exercise of discretion on the part of the Board, the Board shall maintain and retain records of all Unit Owner applications for hardship permission to lease Units, and detailed records of the Board's deliberations and determinations, and all such records shall be available for inspection upon the request of any Unit Owner. For any "hardship" application that is turned down by the Board, the rejected Unit Owner shall be entitled to a hearing, as set forth in the Declaration.

7. Certain Parties Not Limited by Rental Policy
Nothing in this Policy, shall be construed to 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. Units that are subject to a lease under the above circumstances will not be counted towards the twenty percent (20%) limit.

8. Occupancy of Sexual Offenders Prohibited
No Unit, or any portion thereof, nor any portion of the common elements, may be occupied for any purpose or for any period of time by any person who is adjudicated, classified, labeled or otherwise designated a "sexual predator" (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code) under applicable sections of the Ohio Revised Code, as amended from time to time or a "habitual sex offender" (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code) under applicable sections of the Ohio Revised Code, and/or required by applicable laws (within the state of Ohio or any other state) to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction; provided, however, that the foregoing prohibition is not intended to, nor shall it be interpreted to, created a duty on behalf of any Unit Owner to inquire about, or take any affirmative action to determine, the status of any tenant, guest, invitee or contractor as

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"sexual predator), "habitual sex offender", or any other designated individual who must register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statue from another jurisdiction. Any occupancy of any portion of a Unit or the common elements by any person whose occupancy is prohibited by the terms of this paragraph shall constitute a noxious and/or offensive activity under the Condominium's restrictions. Any violation of this paragraph shall subject the Unit Owner and/or any occupants of the Unit to any and all remedies provided for by law as well as the Declaration.

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LEASE AGREEMENT

This lease (hereinafter referred to as the Lease) is made this _____ day of _____, 20___ (hereinafter the "effective date") by and between _____ (jointly and severally if more than one, hereinafter referred to as the Landlord) and _____ (jointly and severally if more than one, hereinafter referred to as the Tenant). The covenants and conditions stated in the Lease shall bind both the Landlord and the Tenant, jointly and severally.

I. **PREMISES LEASED.** The Landlord, in consideration of the rent to be paid, and covenants and agreements to be performed by the Tenant, does hereby lease the following described premises located at: _____ (hereinafter referred to as the Premises). The Premises shall include the following personal property owned by the Landlord: _____ _____ (none, if nothing inserted).

II. **LEASE TERM.** The Tenant agrees to occupy said Premises for an original term commencing at NOON on the last day of _____, 20_____, and ending at NOON on the last day of _____, 20_____. The Lease shall automatically renew on a month to month basis unless notice is given as stated in paragraph VII.

III. **RENT.** The Tenant agrees to pay as rent for the Premises the total sum of $_____ at the rate of $_____ per month, plus a pro-rated amount should the term of the Lease commence on any date other than the first day of the month, without demand, (check one) ___ at the on-site manager's office or ___ at the designated agent at _____, or at such other address as the landlord shall direct from time to time in writing.

Rent is due on or before the first day of each month (the due date).

RENT UNPAID _____ DAYS AFTER THE DUE DATE IS DELINQUENT AND WILL AUTHORIZE ALL REMEDIES IN THE LEASE. If all rent is not received on or before the _____ day of the month, the Tenant agrees to pay an initial late charge of $_____ plus a late charge of $_____ after _____ days, if rent remains unpaid. All funds received shall be applied to: dishonored check charges; late charges; damage charges; delinquent rent; and current rent, in that order.

If payment is made by check that is returned, the Tenant agrees to pay a charge of $_____ in addition to the initial and daily late charges, if applicable.

The Landlord may, at any time, require that all rent and other sums be paid in either certified or cashier's check, money order, or one monthly check rather than multiple checks. Cash shall not be accepted without the Landlord's prior written consent, which consent shall not be unreasonably withheld.

The Landlord agrees further that acceptance and/or refusal by the Landlord of the rent payment after the due date shall in no manner constitute a waiver of the Landlord's rights in the event of the Tenant's failure to make rental payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which the Tenant is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by the Landlord, and the necessity of demand for the rent by the Landlord when the rent is overdue, is hereby waived.

The Landlord agrees to notify the Tenant, in writing, at least thirty (30) days prior to the expiration of the Lease, or any renewal thereof, of any increase in the rent charged for occupancy of the Premises.

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IV. **OCCUPANCY**. The Tenant agrees that, in addition to Tenant, only those persons listed below shall occupy the Premises:

Name	Date of Birth	Name	Date of Birth
_____		_____	
_____		_____	
_____		_____	

No person shall be released from the covenants of the Lease without first obtaining the written agreement of the other tenants and/or cosigners set forth herein and written approval of changes from the Landlord. If such changes are agreed upon, all parties herein agree to make the necessary changes to the Lease before changes are valid.

The Tenant agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by the Landlord because of fire or any other risk or in any other manner which would disturb the peaceful, quiet enjoyment of any other occupant of the apartment community of which the Premises are a part. The Landlord reserves the right of eviction for the illegal manufacture, distribution, use or other illegal activities in connection with controlled substances. A criminal conviction shall not be necessary before the Landlord can institute an eviction action.

V. **SECURITY DEPOSIT**. The Tenant agrees to deposit with the Landlord the sum of $_____ as security for Tenant's faithful performance under the Lease and by law. The Tenant agrees the deposit is not an advance payment of rent and does not relieve the obligation to pay rent including rent for the last month of occupancy. The Landlord, at the expiration of the Lease or hold-over tenancy, may apply the security deposit for past due rent, fees, utilities, and/or for the cost of repairing damages beyond reasonable wear and tear to the Premises caused by the Tenant, his/her guests, family or invitees. Also, abandonment or vacating of the Premises by the Tenant before the end of the term shall result in the Landlord deducting damages he has incurred from the security deposit. The Landlord shall attempt to mitigate any damages as a result of abandonment. Each of the aforementioned Tenants shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy.

The Tenant agrees to provide the Landlord, in writing, a forwarding address upon vacating the Premises. The Landlord agrees to return to the Tenant the security deposit, or whatever part has not been applied in payment of any tenant obligations under the Lease, within thirty (30) days after the expiration or any renewal of the Lease and delivery of possession of the Premises to the Landlord, whichever is last to occur. Any deductions from the security deposit shall be itemized and identified in writing by the Landlord during this same time period. This provision does not waive rights of the Landlord to seek damages in excess of the security deposit. The Tenant agrees to reimburse the Landlord for any rent, fees, utilities due and/or damages exceeding the security deposit.

VI. **KEYS**. The Tenant will be provided (insert number) ____ apartment key(s), ____ mailbox key(s), and ____ other key(s) for _____. These keys may not be duplicated. There will be a $_____ re-keying charge for any of these keys not being returned upon vacating.

VII. **MOVE OUT NOTICE AND RENEWAL**. Unless another Lease is signed by the parties hereto or unless written notice of termination is given by one party to the other at least thirty (30) days before expiration of the Lease, the Lease shall be automatically renewed on a month to month basis. At least thirty (30) days prior to the due date, written notice of intent to move out must be given to the Landlord or the Landlord's agent. The Tenant's move-out notice must terminate the Lease (Landlord to initial one of the following options): _____on the last day of the month following the next rental due date, or _____on the exact day designated in the move-out notice but no sooner than thirty (30) days prior to due date and after the notice. (If neither is initialed, the second option above shall control). Verbal notice is not sufficient.

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VIII. UTILITIES. The Landlord shall pay for (if initialed by Landlord):_____electricity,_____gas,_____water, _____sewage and storm water,_____trash disposal,_____cable TV,_____master TV antenna. The Tenant agrees to pay for all other utilities, related deposits and charges on the Tenant's utility bills. The Tenant shall not allow utilities, other than cable TV, to be disconnected by any means (including non-payment of bill) until the end of the Lease term or renewal period. If the apartment is submetered, the Landlord shall attach an addendum to the Lease in compliance with any necessary public authority. The Tenant agrees to reimburse the Landlord for any utility bills paid by the Landlord during the Tenant's responsibility to the Lease. Utilities shall be used only for normal household purposes and not wasted

IX. PETS. There shall be no dogs, cats, or pets of any kind permitted in, on, or about the Premises, or adjoining common areas (even temporarily), unless a written addendum with the Landlord consent is added to the Lease which provides otherwise. Such consent may be conditioned upon an increase the amount of rent due hereunder and/or an increase in the security deposit set forth in paragraph V, above. If a pet has been in the apartment at any time during the tenant's term of occupancy (with or without the Landlord's consent), a charge may be made for defleaing, deodorizing, and/or shampooing, and/or other damages occasioned by the pet.

X. INSURANCE. Tenant will be responsible for insuring all the Tenant's personal property within the Premises. Therefore, it is strongly recommended that the Tenant purchase a Renter's insurance policy, and the Tenant hereby relieves the Landlord of all risk that can be insured thereunder.

XI. USE AND ASSIGNMENT/SUBLETTING. The Tenant agrees that the Premises shall be used only as a dwelling unit and for no other purpose; nor shall Premises or any part thereof be sublet or assigned, nor shall the number or name of occupants be increased or changed, without written consent of the Landlord.

XII. TENANT'S DUTIES: The Tenant shall:

A. Keep the Premises that he/she occupies and uses safe and sanitary;

B. Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the landlord;

C. Keep all plumbing fixtures in the premises or used by the Tenant as clean as their condition permits;

D. Use and operate all electrical and plumbing fixtures properly;

E. Comply with the requirements on Tenants by all applicable state and local housing, health and safety codes;

F. Personally refrain, and forbid any other person who is on the Premises with his/her permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or, other part of the Premises;

G. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord;

H. Promptly notify the landlord of the need for repairs;

I. Conduct him/herself and require other persons on Premises with his consent to conduct themselves in a manner that will not disturb his neighbors' "peaceful enjoyment" of the Premises;

J. Not unreasonably withhold consent for the Landlord or his/her agents to enter the Premises;

K. Conduct himself, and require persons in his household and persons on the Premises with his consent to conduct themselves, in connection with the Premises so as not to violate the prohibitions contained in Chapters 2925, and 3719, of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances;

L. Tenant shall regularly test all smoke detectors, supply electric current thereto (Battery or electric current if required by lease), and notify Landlord of any mechanical failure, need for repair, or replacement.

XIII. LANDLORD'S DUTIES: The Landlord shall:

A. Comply with the requirements of all applicable building, housing, health and safety codes that materially affect health and safety;

B. Make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and

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habitable condition;

C. Keep all common areas of the Premises in a safe and sanitary condition;

D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air-conditioning fixtures and appliances, and elevators, supplied, or required to be supplied by the Landlord;

E. When he/she is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal;

F. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at all times, except where the building that includes the Premises is not required by law to be equipped for that purpose, or the Premises is so constructed that the heat or the hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection;

G. Except in the case of emergency, or if it is impractical to do so, give the Tenant at least twenty-four (24) hours notice of his intent to enter and enter only at reasonable times;

H. Not abuse the right of access as described in this Lease;

I. Landlord shall furnish and repair smoke detectors as required by law.

XIV. CONDITIONS OF PREMISES and ALTERATIONS. The Tenant accepts the Premises **AS IS**, except for conditions materially affecting health or safety of ordinary persons, and except as otherwise indicated on the inventory and condition form described below, the Landlord makes no implied warranties. The Landlord shall provide an inventory and condition form to the Tenant on or before move-in. Within seven (7) days after move-in, the Tenant shall note all defects or damages on the form and return it to the Landlord's agent; otherwise the Premises shall be presumed to be in clean, safe and good working condition. The Tenant shall use customary diligence in care of the apartment and common areas. Whenever damage is caused by the Tenants, the Tenant's guests, or occupants due to carelessness, misuse, neglect, or failure to notify the Landlord of any need for repairs, the Tenant agrees to pay (1) the cost of all repairs and do so within thirty (30) days after receipt of the Landlord's demand for the repair charges; and (2) rent for the period the unit is damaged whether or not the unit is habitable. The Tenant may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Landlord's property except as authorized by the Landlord in writing. No holes or stickers are allowed inside or outside the apartment; however, a reasonable number of small nail holes for picture hanging are permitted. No water furniture, antennae, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or rekeying shall be permitted except by the Landlord's prior written consent. The Tenant shall not disable, disconnect, alter or remove the Landlord's property, including security devices, alarm systems, smoke detectors, appliances, furniture, screens. When the Tenant moves in, the Landlord shall furnish light bulbs for fixtures furnished by the Landlord; thereafter, light bulbs of the same wattage shall be replaced at the Tenant's expense. When moving out, the Tenant shall surrender the Premises in the same condition as when received, reasonable wear excepted.

XV. WHEN THE LANDLORD MAY ENTER. The Landlord, or the Landlord's representatives may peacefully enter the Premises during reasonable times for the purposes listed below, provided the Tenant or the Tenant's guests are present. If no one is in the Premises, and request has been made for repair and/or entry by the Tenant, the Landlord, or the Landlord's agents may enter peacefully and at reasonable times by duplicate or master key. If the Landlord requests entry, a written notice shall be given to the Tenant twenty-four (24) hours prior to entry. The Landlord reserves the right to enter the Premises without notice in case of emergency. The Landlord reserves the right to enter by other means if locks have been changed in violation of the Lease.

Such entry may be for: repairs, estimating repair or refurbishing costs; pest control preventive maintenance; filter changes; testing or replacing smoke detectors; retrieving unreturned tools or appliances; preventing waste of utilities; removing or rekeying unauthorized security devices or unauthorized alarm systems; removing health or safety hazards (including hazardous materials); inspections when imminent danger to person or property is reasonably suspected; entry by a law enforcement officer with search warrant or arrest warrant; showing apartment to prospective tenants (after vacating notice has been given); or insurance agents; or other valid business purposes.

XVI. NON-LIABILITY. The Tenant acknowledges that any security measures provided by the Landlord shall not be

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Attachment M
Continued

treated by the Tenant as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Tenant, the Tenant's guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. The Landlord shall not be liable to the Tenant, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, and interruption of utilities unless caused by the Landlord's negligence. The Landlord has no duty to remove ice, sleet, or snow: but the Landlord may do so in whole or in part, with or without notice. If the Landlord's employees are requested to render services not contemplated in the Lease, the Tenant shall hold the Landlord harmless from all liability for same.

XVII. LEASE COMPLIANCE. The Landlord and the Tenant have, at all times, the right to require compliance with all covenants, terms and conditions of the Lease, notwithstanding any conduct or custom on the Landlord's or the Tenant's part in refraining from so doing at any time. Waiver at any time of any breach or condition of the Lease shall not constitute or become a waiver of any subsequent breach, or change any condition of the Lease. **The Landlord, where not required by law, may discontinue any facilities, amenities, or such services rendered by the Landlord and furnished to several tenants on a common basis, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for the Lease.**

XVIII. DEFAULT BY THE TENANT. In the event the Tenant is in default of any of the terms or obligations of the Lease, violates and/or fails to comply with any of the covenants, terms, or conditions of the Lease, or any community policies herein or hereafter adopted by the Landlord, said default shall constitute grounds for termination of the Lease and/or eviction by the Landlord. It is expressly understood and agreed that the Tenant shall be and remain liable for any deficiency in rent until the Lease expires or until such times as in the interim, the Premises are leased by another acceptable tenant. The Tenant shall also be and remain liable for any expense incidental to re-letting, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which the Landlord has sustained by virtue of the Tenant's use and occupancy of the Premises or default under the Lease.

XIX. DEFAULT BY THE LANDLORD. If the Landlord is in default of the obligations imposed by the Lease, the Tenant may terminate the Lease by following these procedures (as directed by Revised Code 5321.07): (1) the Tenant shall make written request for repair or remedy of the condition within a reasonable time, and all rents must be current at such time; after receiving the request, the Landlord shall have the reasonable time to repair, or remedy, considering the nature of the problem and reasonable availability of materials, labor and utilities, (reasonable time is considered to be not more than thirty (30) days); if such time has passed and if the Landlord has not made a diligent effort to repair or has not reported on the progress of remedy, then the Tenant may deposit all rent that is due, on or before the due date, with the Clerk of Courts of the Municipal of County have jurisdiction or (2) the Tenant may give written notice of intent to terminate the Lease unless the repair is made within thirty (30) days.

XX. ENTIRE AGREEMENT. The Lease and attached Addenda listed in Paragraph XXIV are the entire agreement between the Landlord and the Tenant. No representations oral or written, not contained herein or attached hereto, shall bind either party, except any attached Addendum. The Landlord or the Landlord's agents (including management personal and other employees or agents) do not have authority to waive, amend or terminate the Lease or any part of it and do not have authority to make promises, representations or agreements which impose duties of security or other obligation on the Landlord or the Landlord's agents unless done in writing. No action or omission of the Landlord's representative shall be deemed a waiver of any subsequent violation, default, or time or place of performance.

XXI. SEVERABILITY. If any portion of the Lease is found to be void, unenforceable, or against public policy, the remaining portions of the Lease shall not be affected.

XXII. BINDING EFFECT. The Lease is binding on the Landlord and the Tenant and on their respective heirs, successors, executors, and administrators. The Consumer Sales Practices Act does not apply to the Lease.

XXIII. NOTICES. Any notice, request, instruction, or other document to be given hereunder by either party hereto to the other party shall be in writing and delivered personally or sent by any form of prepaid mail which confirms receipt,

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as follows: To Tenant at the Premises, or, following termination of this Lease, to address provided by Tenant by notice in conformance herewith; To Landlord at the address for payment of rent, as the same may be changed by landlord by notice in conformance herewith.

XXIV. ADDENDA. By initialing below, Landlord and Tenant acknowledge that the following addenda and other provisions attached are a part of the Lease.

		Landlord	Tenant
■	**Inventory and Condition Form**	_____	_____
■	**Pet Addendum**	_____	_____
■	**Community Policies**	_____	_____

XXV. ADDITIONAL TERMS AND CONDITIONS. *[none if nothing inserted]*

EXECUTED BY Landlord And Tenant in duplicate on the day and year first written above.

LANDLORD/AGENT:

_____

NAME AND ADDRESS OF LANDLORD

_____

_____

_____

NAME AND ADDRESS OF AGENT:

_____

_____

_____

TENANT

_____

*[Print name]*_____

_____

*[Print name]*_____

_____

*[Print name]*_____

_____

*[Print name]*_____

CO-SIGNATORY

As Co-Signer, with my signature below, I agree that I fully understand I am responsible for all rent and chargeable damages, JOINTLY AND SEVERALLY, along with said Tenant. It is further understood that I shall remain responsible throughout the initial term and any month to month renewal by the conditions of the lease or until the Tenant returns exclusive possession to the Landlord, whichever is the longer.

_____

Signature Print Name Date

For Members Use Only
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Attachment N

Lease Agreement
Addendum A

Community Policies and Pet Addendum

Attached to and made part of Residential Lease/ Rental Agreement for the property located at_____**, Ohio**, dated_____**, 20____**.

1. Tenant acknowledges that the Premises is within a condominium association known as The Falls at Hayden Run Condominium Association, and Tenant agrees to abide by the governing documents of said association, and any and all rules and restrictions of said association (which rules and restrictions are incorporated herein by this reference). Tenant acknowledges either having received or having access to said association documents.

2. Notwithstanding anything to the contrary set forth in the Lease, Tenant is hereby authorized to keep_____( ) (number of pets)_____(type of pet) on the Premises during the lease term. Notwithstanding the foregoing, authorization may be terminated sooner if Tenant's right of occupancy is lawfully terminated or if any of the pet rules listed below are violated by Tenant or Tenant's guests or occupants. Tenant agrees to pay an additional non-refundable pet fee of _____ Dollars ($_____) for any and all pet-related purposes (including, but not limited, to cover any costs, both full or partial, expenses or damage caused by the pet on the Premises). Tenant acknowledges and agrees that the above-referenced pet fee is not a limit on Tenant's liability for property damage, cleaning, deodorizing, defleaing, replacements and/or personal injuries as set forth in this Lease. Only the pet described above is authorized to be kept in the Premises, and no substitutions are allowed without Landlord's written consent. Tenant is responsible for the actions of the pet at all times, and agrees to indemnify Landlord from any loss or damage resulting from Tenant's pet. Tenant agrees to abide by the following pet rules: (a) the pet will not disturb the rights, comforts and conveniences of neighbors or others in The Falls at Hayden Run community; (b) no pet offspring are permitted; (c) no pet shall be tied or fixed to any object outside the Premises; (d) the pet must be fed and watered inside the Premises, and no pet food shall be left outside the Premises at any time; (e) pets shall be kept on a leash and under Tenant's direct supervision at all times when outside the Premises. Tenant shall be responsible for cleaning all pet waste outside the Premises and properly disposing it in trash containers.

_____ Landlord

_____ Tenant

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Annual Financials
The Falls at Hayden Run Condominium Association

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This document is currently either not available or not applicable for this association.

****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.****

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Articles of Incorporation
The Falls at Hayden Run Condominium Association

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Articles of Incorporation
The Falls at Hayden Run Condominium Association

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/31/2005	200515100368	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

BRICKER & ECKLER
100 S. THIRD STREET
CHRISTINA MILLER
COLUMBUS, OH 43215

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, J. Kenneth Blackwell

1546462

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

THE FALLS AT HAYDEN RUN CONDOMINIUM ASSOCIATION

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC ARTICLES/NON-PROFIT	**200515100368**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 27th day of May, A.D. 2005.

J. Kenneth Blackwell

Ohio Secretary of State

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Prescribed by J. Kenneth Blackwell
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
○ Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of $100 ***
○ No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)
Filing Fee $125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) ☐ Articles of Incorporation Profit	(2) ☑ Articles of Incorporation Non-Profit	(3) ☐ Articles of Incorporation Professional
(113-ARF)	(114-ARN)	(170-ARP)
ORC 1701	ORC 1702	Profession _____ ORC 1785

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation The Falls at Hayden Run Condominium Association

SECOND: Location Columbus *(City)* Franklin *(County)*

Effective Date **(Optional)** Upon filing *(mm/dd/yyyy)* ***Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.***

☐ ***Check here if additional provisions are attached***

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

Be and act as the unit owners' association for the Condominium, to provide for the maintenance, preservation and architectural control of the property of the Condominium and to promote the health, safety and welfare of the residents of the Condominium.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any) _____ *(No. of Shares)* _____ *(Type)* _____ *(Par Value)*

(Refer to instructions if needed)

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Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

(Name)

(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

(City) (State) (Zip Code)

(Name)

(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

(City) (State) (Zip Code)

(Name)

(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

(City) (State) (Zip Code)

REQUIRED
Must be authenticated **(signed)** by an authorized representative
(See Instructions)

Authorized Representative — Date: 5/26/05

L. Brent Miller
(Print Name)

Authorized Representative — Date

(Print Name)

Authorized Representative — Date

(Print Name)

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Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of The Falls at Hayden Run Condominium Association hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

OSAC, Inc.
(Name)
100 S. Third Street
(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

Columbus *(City)* Ohio 43215 *(Zip Code)*

Must be authenticated by an authorized representative

Authorized Representative	Date: 5/26/05
L. Brent Miller	
Authorized Representative	Date
Authorized Representative	Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, OSAC, Inc., named herein as the

Statutory agent for, The Falls at Hayden Run Condominium Association, hereby acknowledges and accepts the appointment of statutory agent for said entity.

OSAC, Inc.
Signature: Michael F. Sullivan
By: Michael F. Sullivan Its: Vice President

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CC&Rs
The Falls at Hayden Run Condominium Association

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Condo Plat

200510260225306



200510260225306
Pgs: 82 $668.00 T20050084353
10/26/2005 10:38AM BXCONNOR LAND
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 / Jack E. Sensing

Auditor of Franklin County, Ohio

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

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

TRANSFERRED

OCT 26 2005

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

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LEGAL DESCRIPTION, CONDOMINIUM PROPERTY
EXHIBIT "A"

PLOT PLAN
EXHIBIT "B"

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UNIT INFORMATION SHEET
EXHIBIT "C"

BUILDING AND UNIT TYPE INFORMATION SHEET
EXHIBIT "D"

LEGAL DESCRIPTION, ADDITIONAL PROPERTY
EXHIBIT "E"

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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.

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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.

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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.

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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

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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

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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.

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(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

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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.

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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

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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,

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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.

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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

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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.

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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.

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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.

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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

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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

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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;

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(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,

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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

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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

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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

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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-

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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

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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.

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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

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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

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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

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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.

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(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.

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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

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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.

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(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.

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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

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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

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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

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(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

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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.

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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

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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.

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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.

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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.

NOTARIAL SEAL COMMISSIONED STATE OF OHIO

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

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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;

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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.

STATE OF OHIO
EDWARD J. MILLER 8250 REGISTERED PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON & TILTON, INC.
10/25/05

Edward J. Miller
Registered Surveyor No. 8250

JMP;JOY:sb\August 19, 05
7_085 acres 51617.doc

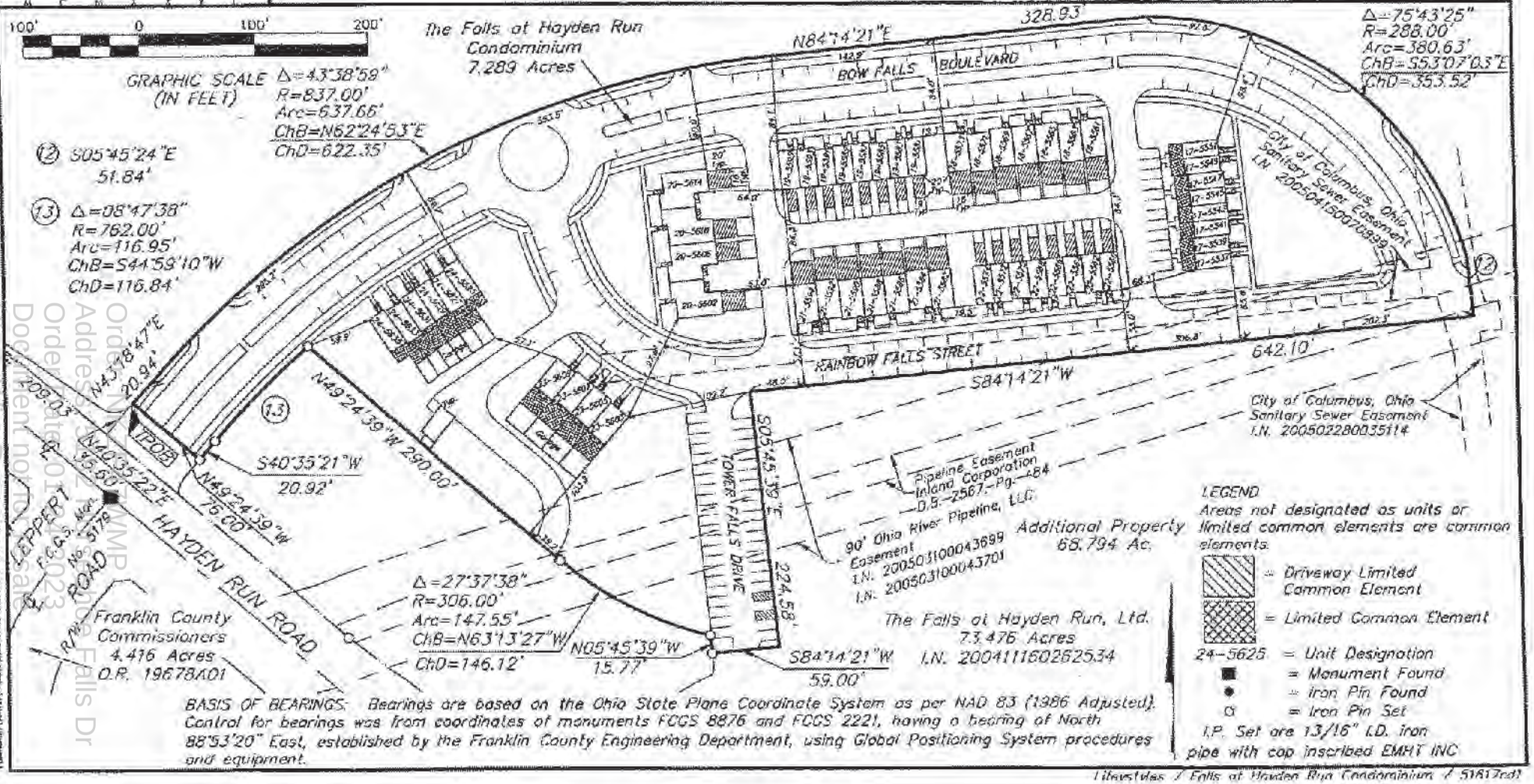
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EMH&T

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
DECLARATION OF CONDOMINIUM

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



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

= Driveway Limited Common Element
= Limited Common Element
24-5625 = Unit Designation
■ = Monument Found
● = Iron Pin Found
○ = Iron Pin Set
I.P. Set are 1 3/16" I.D. iron pipe with cap inscribed EMHT INC

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.

Titles/titles / Falls at Hayden Run Condominium / 5161Trad1

Order: 5161 Date: 01/10/2023 Requestor: Falls Dr
Address: 5161 MMP Order
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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

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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EMH&T

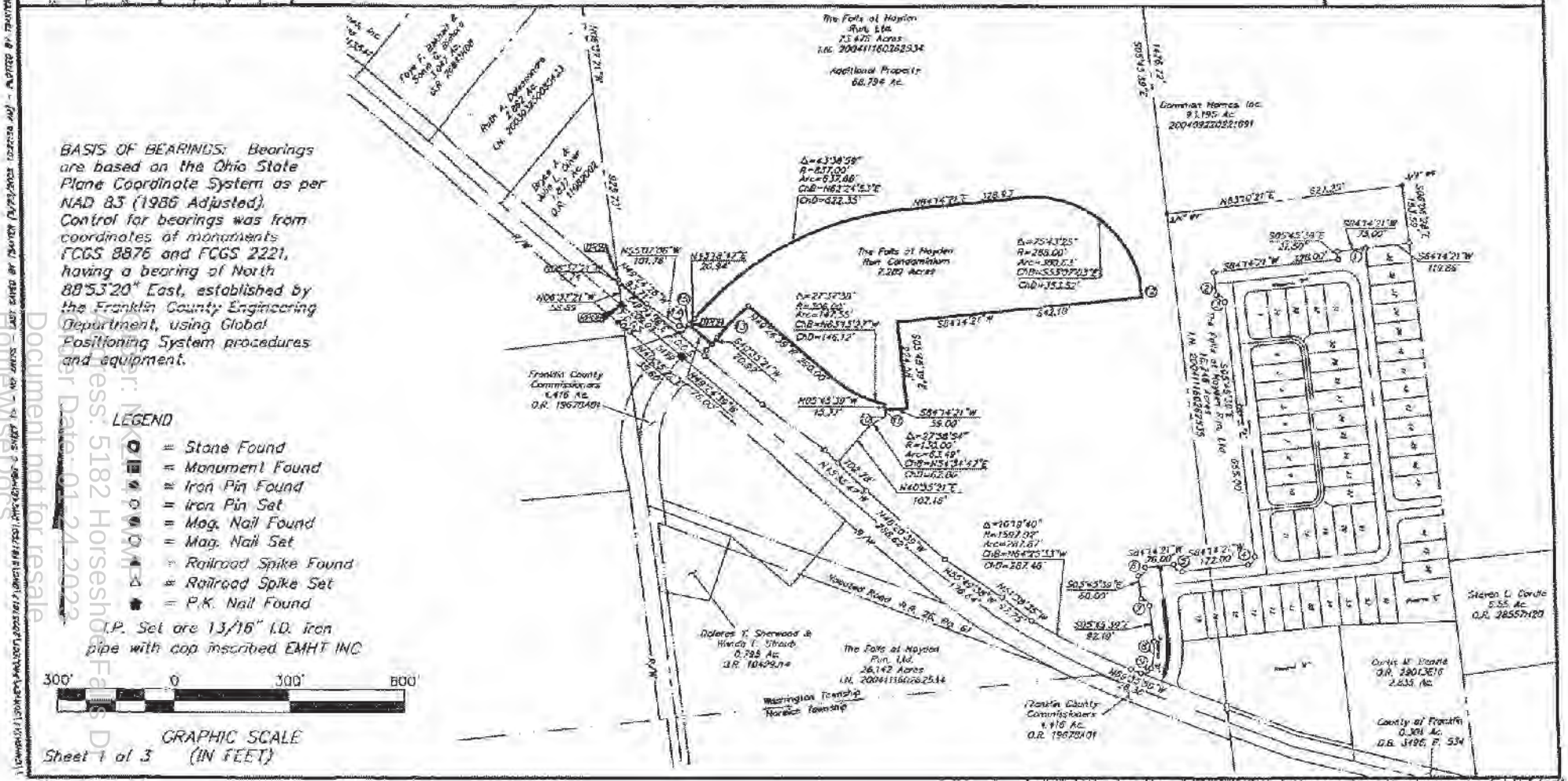
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.4800

EXHIBIT "E"

FALLS AT HAYDEN RUN CONDOMINIUM

PLOT PLAN, ENTIRE TRACT

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



Sheet 1 of 3

Falls at Hayden Run, Ltd. / Falls at Hayden Run Condominium / 5161/cdl

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Document Date: 01-24-2022
Preparer: Not Provided
Requestor: 5182 Horseshoe Falls Dr

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EXHIBIT "E"
FALLS AT HAYDEN RUN CONDOMINIUM
PLOT PLAN, ENTIRE TRACT

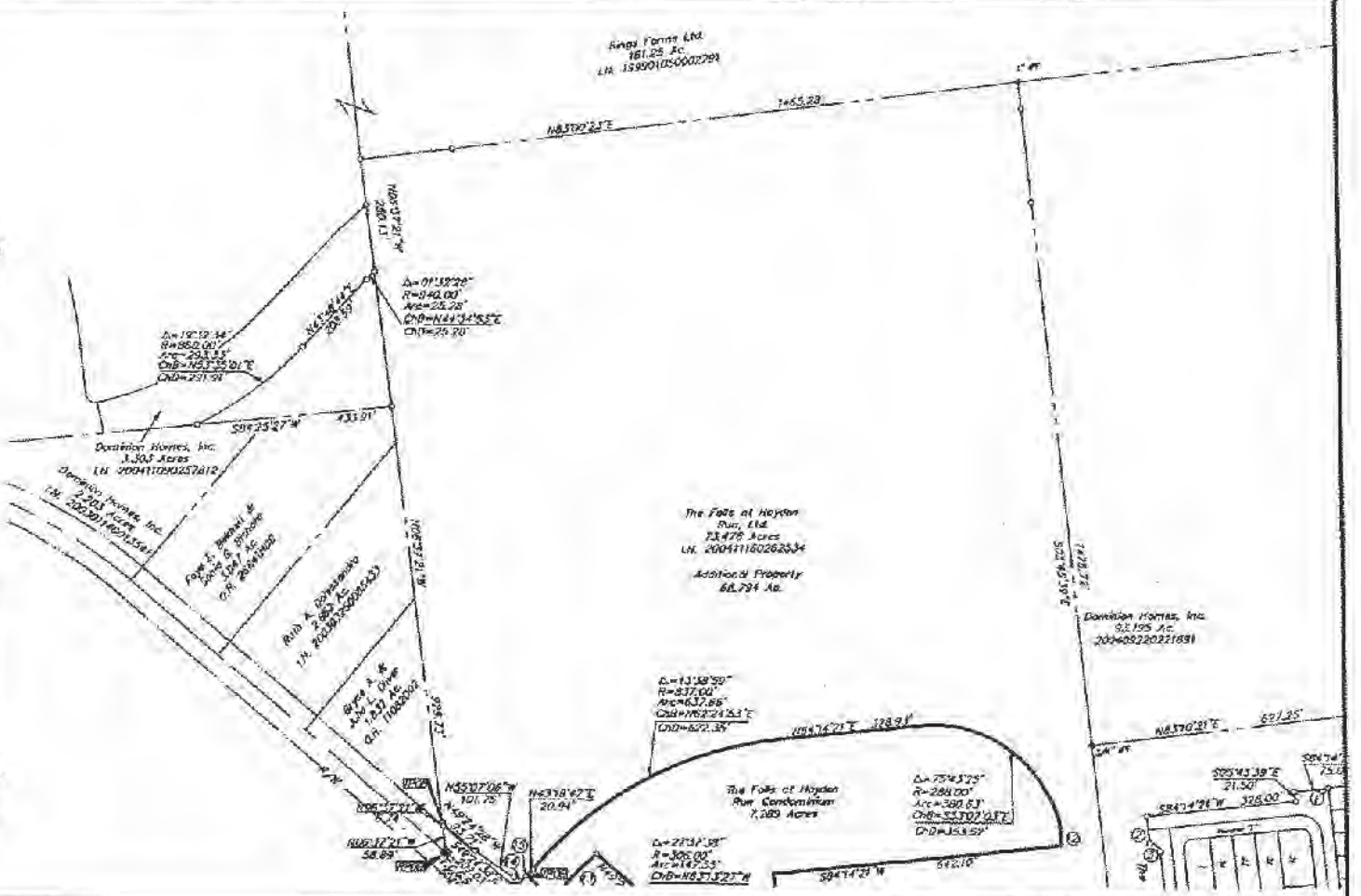
Date: September 27, 2005
Scale: 1" = 300'
Job No: 2005-1617

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 8878 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 3

C:\Documents\SURVEY\PROJECTS\51617\DWG\51617CD1.DWG 10/13/2005 8:13:10 AM - PLOTTED BY TAUTER (10/13/2005 8:12:38 AM)
Plotter: KZF47WMP
Process: 5182 Horseshoe Falls Eng
October Date: 01-24-2023
HomeWiseDocs

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" = 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'

Order: NKZF47WMP
Address: 5182 Horseshoe Falls Dr
Order Date: 01-24-2023
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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;

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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;

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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;

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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.

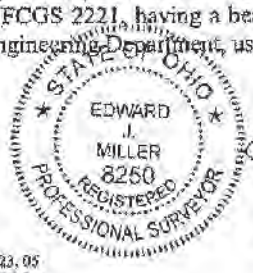
Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

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

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

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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

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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.

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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

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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 places 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

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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;

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(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;

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(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

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

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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.

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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:

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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 be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder 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 17th day of October, 2005.

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

By: _____
Michael J. DeAscentis II, Manager

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Condominium Plat
200806090087847

200806090087843
Fee: 87 5312.00 T20080039719
06/09/2008 10:42AM BKCONNOR
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 9, 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

25135567v3

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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.

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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 B" 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

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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.

_____
Notary Public

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

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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

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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.

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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

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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

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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;

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(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;

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(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 (l/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.

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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.

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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:

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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 be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder 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 17th day of October, 2005.

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

By: _____
Michael J. DeAscentis II, Manager

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Insurance Coverage Summary
The Falls at Hayden Run Condominium Association

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Hello,

The insurance policy for The Falls at Hayden Run is covered by State Farm.

Any questions or requests should be directed to State Farm using the information below:

Hans Schell – Insurance Agent
State Farm
Phone Number – 614-888-0606
Fax Number – 614-846-3191

Thank you,
Link Real Estate Group

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Budget
The Falls at Hayden Run Condominium Association

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Current Unaudited Financial Documents
The Falls at Hayden Run Condominium Association

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Annual Board Meeting Minutes
The Falls at Hayden Run Condominium Association

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The Falls at Hayden Run Condo Association
Board of Directors Meeting
February 5, 2020
5590 Mesa Falls Street, Dublin, OH 43016

Minutes

1. Steve Laramore called the meeting to order at 6:45pm. Directors present were Paul Demas, Melissa Faucher, Melissa Howard, Cynthia Jensen, and Steve Laramore. Jim Ambrosio was present from Link Real Estate Group.

2. Faucher motioned to approve the minutes of the December 10, 2019 board meeting. Motion was seconded and unanimously approved.

3. Through a motion, second, and unanimous approval, the below details of the Falls at Hayden Run Condo Association annual meeting were set:
    a. Date: March 11, 2010
    b. Time: 7:00pm
    c. Location: 5590 Mesa Falls St, Dublin, OH 43016

    Link will distribute notices of the annual meeting to unit owners in accordance with the bylaws.

4. Faucher motioned to approve and adopt the proposed Collection Policy. Motion was seconded and unanimously approved. A resolution adopting the collection policy was signed.

5. Faucher motioned to approve a proposal from PrintSource in the amount of $1,176 for the printing of address numbers to be placed on new trash containers being delivered. Motion was seconded and unanimously approved.

6. Demas motioned to approve the payment of three invoices totaling $400 from A Plus Gutter and Drain LLC to be charged to the 2019 fiscal year. Motion was seconded and unanimously approved.

7. Demas motioned to adjourn the meeting. Motion was seconded and the meeting adjourned at 7:28pm.

X_____

Cynthia Jensen, Secretary

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