Condominium Plat
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Robert G. Montgomery
Franklin County Recorder

DECLARATION

Submitting the property known as The Hartman Condominium, Columbus, Ohio, to the provisions of Chapter 5311 of the Ohio Revised Code.

(This will certify that copies of this Declaration, together with the Drawings, Bylaws, and Management Agreement attached or referred to as Exhibits thereto, have been filed in the Office of the County Auditor, Franklin County, Ohio,

Date: July 6, 2006.

Franklin County Auditor

By: Joseph W. Testa / J. Paul E. Levings

TRANSFERRED

JUL 06 2006

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 170 PAGE 81 - 90

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

The Hartman Condominium

A Condominium Development

COLUMBUS, OHIO

AND

BYLAWS

OF

The Hartman Condominium Association, Inc.

DEVELOPED AND BUILT BY:

150 EAST MAIN LTD.
3016 Maryland Avenue
Columbus, Ohio 43209-1591
(614) 237-3726

THIS INSTRUMENT PREPARED BY:

RICHARD W. RUBENSTEIN
SQUIRE, SANDERS & DEMPSEY L.L.P.
1300 HUNTINGTON CENTER
41 SOUTH HIGH STREET
COLUMBUS, OH 43215-6197

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE HARTMAN CONDOMINIUM
a Condominium Development

COLUMBUS, OHIO

This Declaration is made at Columbus, Ohio, by 150 EAST MAIN LTD., a limited liability company organized and existing under Ohio law, hereinafter referred to as "Declarant."

WITNESSETH THAT:

WHEREAS, the Declarant is the owner of the real estate described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, it is the desire and intention of the Declarant to submit the real estate described in Exhibit A, together with the buildings, structures, improvements and fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto (hereinafter called the "Property"), to the provisions of the Ohio Condominium Act as contained in Chapter 5311 of the Ohio Revised Code (the "Act").

WHEREAS, the Declarant is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Property, or any part thereof, which shall be known as "The Hartman Condominium," certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions, reservations and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of the Property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property; and

WHEREAS, the Declarant hereby establishes this Declaration as a plan for the individual ownership of the Property consisting of the area or space contained in each of the Units, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining Property which is hereinafter defined and referred to herein as the "Common Elements."

NOW, THEREFORE, Declarant hereby makes the following Declaration as to divisions, covenants, restrictions, limitations, conditions, easements, reservations and uses to which the

Property may be put, hereby specifying that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant and each successor of Declarant who stands in the same relation to the Property as Declarant and its and their respective heirs, executors, administrators, successors and assigns, and all Unit Owners together with their grantees, successors, heirs, executors, administrators, devisees, successors and assigns.

ARTICLE I

DEFINITIONS

The following words and terms used in this Declaration are defined as set forth in Section 5311.01 of the Ohio Revised code, except as otherwise herein provided.

"Act" means the Ohio Condominium Act as contained in Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

"Affiliate" means the status of any Person in regard to any other Person who controls, is controlled by, or is under common control with such Person.

"Architect" means Paul F. Woodruff of Paul F. Woodruff Architect, Inc., 1545 Refugee Road in Pickerington, Ohio 43147.

"Association" means The Hartman Condominium Association, Inc., an Ohio non-profit corporation. The Association has been formed to serve as the organization of all the Unit Owners and to administer the Condominium Property. The Association is hereinafter sometimes called the "Unit Owners' Association."

"Available" has the meaning set forth in Article XIV(D) hereof.

"Board" means the Board of Directors of the Association, as the same may be constituted from time to time.

"Bylaws" means the Bylaws of The Hartman Condominium Association, Inc..

"Building" means the structure that contains the Commercial Unit, the Residential Units, the Fifth Floor Unit, and the Sixth Floor Unit.

"Charge" has the meaning set forth in Article V(D) hereof.

"City" means the City of Columbus, Ohio, a municipal corporation.

"Commercial Unit" means a part of the Condominium Property, as delineated on the Drawings, designated for separate ownership and occupancy solely for commercial and nonresidential use. For purposes of this Declaration, such term shall include any additional Units created following the conversion of a Commercial Unit pursuant to Article XVIII.

"Common Assessments" means assessments charged proportionately against all Units for common purposes.

"Common Elements" means all parts of the Hartman that are not defined as part of a Unit.

"Common Expenses" means those expenses designated as such in the Act or in accordance with the provisions of this Declaration, or both.

"Common Losses" means the amount by which the Common Expenses during any period exceeds Common Assessments and Common Profits during that period.

"Common Profits" means the amounts by which the total income received from assessments charged for special benefits to specific Units, rents received from rentals of equipment or space in Common Elements, and any other fee, charge or income other than Common Assessments exceeds expenses allocable to the income, rental, fee or charge.

"Common Surplus" means the amount by which Common Assessments collected during any period exceed Common Expenses.

"Condominium" means a form of real property ownership in which a declaration has been filed submitting the property to a condominium form of ownership pursuant to the Act and under which each 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.

"Condominium Development" means a condominium property in which two or more individual dwelling Units, together with Undivided Interests in the Common Elements of the Property, are offered for sale pursuant to a common promotional plan.

"Condominium Instruments" means this Declaration and accompanying Drawings, the Bylaws, the condominium disclosure statement described in Section 5311.26 of the Act (also described as the "Development Statement" in certain documents), any contracts pertaining to the management of the Condominium Property, and all other documents, contracts, or instruments establishing ownership of, or exerting control over, the Condominium Property or a Unit.

"Condominium Ownership Interest" or "Ownership Interest" means a fee simple estate in a Unit, together with an appurtenant undivided interest in the Common Elements.

"Condominium Property" or "Property" mean the real estate as described in Exhibit A attached hereto, together with the buildings, structures, improvements and fixtures of whatsoever kind thereon, now or hereafter constructed, and all rights and privileges belonging or in anyway pertaining thereto.

"Convertible Unit" means, as defined at Section 5311.01(Q) of the Act, a condominium unit that may be converted into one or more units and common elements, including limited

common elements and, for the specific purposes of this Declaration means the Fifth Floor Unit, the Sixth Floor Unit, the Parking Unit, and the Commercial Unit.

"Declarant" means 150 East Main Ltd., an Ohio limited liability company.

"Declaration" means this instrument, as amended and supplemented from time to time.

"Drawings" has the meaning set forth in Article II hereof.

"Eligible Mortgage Holders" means the holder of a first mortgage on a Unit, along with any guarantors or insurers of such first mortgage. Eligible Mortgage Holders are sometimes referred to herein as "first mortgagees of Units."

"Exclusive Use Area" means Common Elements that the Declaration reserves for delegation by the Board of Directors to the use of the Owners and Occupants of a certain Unit or Units, to the exclusion of the Owners and Occupants of other Units.

"Exclusively Serve" or "Exclusively Serving" means, with respect to any Common Element or Limited Common Element, that the existence and use of such Common Element or Limited Common Element is unnecessary for the existence, support, maintenance, safety, comfort, or reasonable enjoyment of more than one Unit. Pipes, lines, wiring, ducts, conduits, and other installations shall be considered to Exclusively Serve a particular Unit if such items extend from a tap, plug, shut-off valve, or similar device such that the loss of the use of such items will not result in the loss of electricity, water, gas, heating, air conditioning, or other services to any other Unit or Common Element.

"Fifth Floor Unit" means the Convertible Unit more particularly described in Article II(C) hereof contained on the Building's fifth floor.

"Hartman Condominium" and "Hartman" means the Condominium created pursuant to this Declaration.

"Insured Property" has the meaning set forth in Article VI(A).

"Limited Common Elements" means the Common Elements designated in the Declaration as reserved for the use of a certain Unit or Units to the exclusion of other Units.

"Lobby" means that certain area shown as the "residential lobby" and "commercial lobby" on the Drawings, and that may be generally described as the central area located on the Building's first floor containing mailboxes for the Residential Units, elevator access points, and the staircase providing access to the second floor. The Lobby includes (i) one-half of each common wall separating the Lobby from the Commercial Unit, along with (ii) all windows and doors (including the glass), sashes, thresholds, frames, jambs, and hardware necessary for access to the Lobby from outside the Building, (iii) the bottom surface of the perimeter subfloor and the top perimeter surface level of the ceiling bounded by the foregoing, and (iv) all space contained

thereby, but excluding all doors, sashes, thresholds, frames, jambs, and hardware necessary for access from the Lobby to the Commercial Unit.

"Management Agent" has the meaning set forth in Article II(F)(9).

"Occupant" means a person or persons, natural or artificial, in possession of a Unit.

"Owner" means a Unit Owner.

"Parking Lot" means the land located to the West of the Building containing the Parking Unit, the parking spaces allocated to Units as Limited Common Elements, certain Common Elements, and the Refuse Service Area, all as more particularly shown on the Parking Lot Plan attached hereto as Exhibit G and on the Drawings.

"Parking Space Unit" means a Unit created by the conversion of all or a portion of the Parking Unit in accordance with Article XX hereof.

"Parking Unit" means the designated part of the Condominium Property, as delineated with particularity on the Drawings, constituting a "unit" pursuant to Section 5311.01(BB)(3) of the Act to be used for parking vehicles and for other lawful purposes in accordance with Article XIX hereof.

"Par Value" means the value assigned to each Unit on Exhibit E attached hereto to be used as the basis for the allocation of the Undivided Interest appurtenant to each Unit under the terms of this Declaration. Such term shall also include the value assigned to each Parking Space following any conversion of the Parking Unit in accordance with the terms of Article XX hereof.

"Person" means any entity or natural person.

"Purchaser" means a person who purchases a Condominium Ownership Interest for consideration pursuant to an agreement for the conveyance or transfer of that interest, or who takes title to a Unit as a result of valid gift or testamentary transfer under Ohio law.

"Refuse Service Area" means the area designated as the "Refuse Service Area" on the Drawings and set aside under Article III of this Declaration for sanitation purposes.

"Reserve Maintenance Fund" means a segregated account to be established initially by the Declarant and maintained by the Association, funded in part by assessments paid by Unit Owners, to cover major expenses, repairs, and replacements associated with the Building and other capital assets. The Reserve Maintenance Fund may, at the Association's discretion, be characterized on the Association's annual budget as a "capital reserve," "operating reserve," or a combination of the same.

"Residential Unit" means a designated part of the Condominium Property, as delineated on the Drawings, devoted in whole or in part to use as a residential dwelling pursuant to the terms of this Declaration. For purposes of this Declaration, such term shall include any

additional Units created following the conversion of the Fifth Floor Unit or Sixth Floor Unit pursuant to Article XX.

"Rules" means such rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted from time to time by the Association or the Board.

"Sixth Floor Unit" means the Convertible Unit more particularly described in Article II(D) hereof contained on the Building's sixth floor.

"Special Amendment" means an amendment to this Declaration adopted by the Board pursuant to this Declaration and with respect to which no by the Unit Owners or Eligible Mortgage Holders is required.

"Special Declarant Rights" means those rights reserved for the benefit of the Declarant as provided for in the Act and in the Condominium Instruments, and shall include, without limitation, the following rights: (1) to complete improvements indicated on the Drawings referred to in Article II hereof; (2) to create Units, Common Elements, and Limited Common Elements; (3) to maintain sales offices, management offices, customer service offices, signs advertising the Property, and models; (4) to use easements through the Common Elements for the purpose of making improvements within the Property; and (5) to appoint or remove any Board Members or officers of the Association during the period that the Declarant has the right to elect or designate members of the Board of Directors.

"Surveyor" means Matt Ferris of E.P. Ferris and Associates.

"Undivided Interests" means the undivided interest of each Unit Owner appurtenant to each Unit in the Common Elements as set forth in Exhibit E of this Declaration.

"Unit" means a Residential Unit, a Commercial Unit, the Fifth Floor Unit, the Sixth Floor Unit, the Parking Unit, and any Parking Space Units created following the conversion of the Parking Unit.

"Unit Owner" means a person who owns a Condominium Ownership Interest in a Unit.

"Unit Owners' Association" means The Hartman Condominium Association Inc., an Ohio non-profit corporation.

ARTICLE II
ESTABLISHMENT OF CONDOMINIUM OWNERSHIP
AND DIVISION OF CONDOMINIUM PROPERTY

Declarant, in order to establish a plan of condominium ownership for the Condominium Property, hereby submits the Condominium Property to the provisions of Chapter 5311 of the Ohio Revised Code. The Condominium Property, including the structures thereon, containing an aggregate of forty (40) separate Units, is hereby divided into forty (40) separately designated and legally described freehold estates, and one freehold estate hereinafter described and referred to as the "Common Elements."

Insofar as possible, all the particulars of the land, the Building, and other improvements, including but not limited to, the layout, location, designations and dimensions of each Unit, the layout, location and dimensions of the Common Elements and Limited Common Elements, and the location and dimensions of all appurtenant easements are shown graphically on the set of drawings incorporated herein by reference as Exhibit C, prepared and bearing the certified statements of the Architect and Surveyor, as required by Section 5311.07 of the Act. Such set of drawings is hereinafter referred to as the "Drawings" and the separate drawings comprising the set are hereinafter referred to by reference to the exhibit designations thereon.

(A) In General. The layout, location, designation and dimensions of all Units are shown on the Drawings incorporated herein by reference. Each Unit has a direct exit to a public street or to a Common Element (including a permanent easement) leading to a public street. A narrative description of the Building and Units contained therein is set forth in Exhibit D attached hereto and made a part hereof. Any inconsistencies between the narrative and the Drawings shall be resolved in favor of the Drawings.

(B) Commercial Unit. The Commercial Unit hereby declared and established as a freehold estate shall consist of (i) a portion of the Building's exterior, as delineated with particularity on the Drawings, and which may generally be described as all portions of the Building's exterior situated between a level corresponding to the bottom surface of the perimeter subfloor of the Commercial Unit and a level corresponding to the top perimeter surface level of the ceiling of the Commercial Unit and (ii) all space bounded by such exterior including:

(1) All interior and exterior walls;

(2) All windows and doors (including the glass), sashes, thresholds, frames, jambs, and hardware in the perimeter walls, floors and ceilings, including those necessary for accessing the Lobby from the Commercial Unit, but excluding those necessary to access the Lobby from South 4th Street or from the Parking Unit.

(3) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, and any other finishing materials applied to said perimeter walls, floors, and ceilings, and also the aforesaid finishing materials applied to the interior walls, floors, and ceilings;

(4) The receptacle and switch plates and covers, grills, vent covers, registers, and other coverings of space, light fixtures, and control knobs within the bounds of the Commercial Unit;

(5) The space within all fixtures located within the bounds of the Commercial Unit and the spaces occupied by the fixtures themselves;

(6) All unenclosed space, if any, within or occupied by structural parts of the Building which may project into the Unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including by way of illustration, but not by way of limitation, the space between the shelves of built-in-shelving, if any, or the space within built-in-cabinets, if any;

(7) All non-structural interior walls (other than walls separating Units) and all space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the Building and by utility pipes, wires, and conduits.

(8) All heating, ventilation, and air conditioning equipment that Exclusively Serves the Commercial Unit, including the thermostats and control devices necessary for the operation thereof.

(9) To the extent Exclusively Serving the Commercial Unit, all plumbing, gas, electric, heating, cooling, cable television, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits and valves to their place of connection to the toilets, sinks, valves, registers, grills, outlets, light fixtures, appliances, receptacles, tap, plug, or shutoff valve within the Commercial Unit.

but excepting therefrom all of the following items located within the bounds of the Commercial Unit as described above to the extent the following are Common Elements or Limited Common Elements as defined in this Declaration, but only to the extent such items are not constructed or installed to Exclusively Serve the Commercial Unit:

(1) All structural portions of the Building lying within the bounds of the Commercial Unit;

(2) All heating, cooling and ventilating equipment, units and installations;

(3) All plumbing, gas, electric, heating, cooling, cable television, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits and valves to their place of connection to the toilets, sinks, valves, registers, grills, outlets, light fixtures, appliances, receptacles, tap, plug, or shutoff valve within the Commercial Unit;

(4) The valves, plugs, and switches at the end of any lines, pipes, and wires which constitute Common Elements;

(5) The Lobby;

(6) All steps, railings, and related installations permitting staircase access from the Building's first floor to the Building's basement, none of which shall be deemed to Exclusively Serve the Commercial Unit.

(7) Without limiting the foregoing, all Common Elements and Limited Common Elements located within the bounds of a Commercial Unit.

(C) Fifth Floor Unit. The Fifth Floor Unit hereby declared and established as a freehold estate shall consist of all walls, ceilings, floors, subfloors, and the space bounded thereby, comprising the Building's fifth floor. The dimensions of the Fifth Floor Unit shall extend to, but shall not include, the exterior surface of the Building immediately adjacent to the Fifth Floor Unit. The layout location, designation and dimensions of the Fifth Floor Unit are shown on the Drawings and generally include, without limitation:

(1) All drywall or wood subfloors contiguous to the undecorated interior surfaces of the perimeter walls, floors, and ceilings of the Fifth Floor Unit;

(2) All windows and doors (including the glass), skylights, if any, sashes, thresholds, frames, jambs, and hardware in the perimeter walls, floors and ceilings of the Fifth Floor Unit;

(3) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, and any other finishing materials applied to said perimeter walls, floors, and ceilings, and also the aforesaid finishing materials applied to the interior walls, floors, and ceilings;

(4) The receptacle and switch plates and covers, grills, vent covers, registers, and other coverings of space, light fixtures, and control knobs, within the bounds of the Fifth Floor Unit;

(5) The space within all fixtures located within the bounds of the Fifth Floor Unit and the spaces occupied by the fixtures themselves;

(6) All unenclosed space, if any, within or occupied by structural parts of the Building which may project into the Fifth Floor Unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including by way of illustration, but not by way of limitation, the space between the shelves of built-in-bookcases, if any, the space within built-in-cabinets, if any, and the hearth lying within fireplaces, if any;

(7) All non-structural interior walls (other than walls separating Units) and all space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the Building and by utility pipes, wires, and conduits; and

(8) The portion of fireplaces, if any, actually within the interior of the Fifth Floor Unit and the vents and dampers therefore accessible from the Unit's interior;

but excepting therefrom all of the following items located within the bounds of the Fifth Floor Unit as described above:

(1) All structural portions of the Building;

(2) All heating, cooling and ventilating equipment, units and installations, and all parts, installations and appurtenances thereto, including the thermostats and control devices;

(3) All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits and valves existing within the Fifth Floor Unit to their place of connection to the toilets, sinks, valves, registers, grills, outlets, light fixtures, appliances and receptacles within the Fifth Floor Unit;

(4) The valves, plugs, and switches at the end of any lines, pipes, and wires which constitute Common Elements;

(5) Fireplace stacks and chimneys, if any;

(6) All other Common Elements and Limited Common Elements located within the bounds of the Fifth Floor Unit.

(D) Sixth Floor Unit. The Sixth Floor Unit hereby declared and established as a freehold estate shall consist of all walls, ceilings, floors, subfloors, and the space bounded thereby, comprising the Building's sixth floor. The dimensions of the Sixth Floor Unit shall extend to, but shall not include, the exterior surface of the Building immediately adjacent to the Sixth Floor Unit. The layout location, designation and dimensions of the Sixth Floor Unit are shown on the Drawings and generally include, without limitation:

(1) All drywall or wood subfloors contiguous to the undecorated interior surfaces of the perimeter walls, floors, and ceilings of the Sixth Floor Unit;

(2) All windows and doors (including the glass), skylights, if any, sashes, thresholds, frames, jambs, and hardware in the perimeter walls, floors and ceilings of the Sixth Floor Unit;

(3) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, and any other finishing materials applied to said perimeter walls, floors, and ceilings, and also the aforesaid finishing materials applied to the interior walls, floors, and ceilings;

(4) The receptacle and switch plates and covers, grills, vent covers, registers, and other coverings of space, light fixtures, and control knobs, within the bounds of the Sixth Floor Unit;

(5) The space within all fixtures located within the bounds of the Sixth Floor Unit and the spaces occupied by the fixtures themselves;

(6) All unenclosed space, if any, within or occupied by structural parts of the Building which may project into the Sixth Floor Unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including by way of illustration, but not by way of limitation, the space between the shelves of built-in-bookcases, if any, the space within built-in-cabinets, if any, and the hearth lying within fireplaces, if any;

(7) All non-structural interior walls (other than walls separating Units) and all space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the Building and by utility pipes, wires, and conduits; and

(8) The portion of fireplaces, if any, actually within the interior of the Sixth Floor Unit and the vents and dampers therefore accessible from the Unit's interior;

but excepting therefrom all of the following items located within the bounds of the Sixth Floor Unit as described above:

(1) All structural portions of the Building;

(2) All heating, cooling and ventilating equipment, units and installations, and all parts, installations and appurtenances thereto, including the thermostats and control devices;

(3) All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits and valves existing within the Sixth Floor Unit to their place of connection to the toilets, sinks, valves, registers, grills, outlets, light fixtures, appliances and receptacles within the Sixth Floor Unit;

(4) The valves, plugs, and switches at the end of any lines, pipes, and wires which constitute Common Elements;

(5) Fireplace stacks and chimneys, if any;

(6) All other Common Elements and Limited Common Elements located within the bounds of the Sixth Floor Unit.

(E) Residential Units. Each of the thirty-six (36) Residential Units hereby declared and established as a freehold estate shall consist of all the space bounded by the interior (undrywalled) surfaces of the perimeter walls, floors, and ceilings of each such Unit, including the vestibule, if any, immediately adjacent to each such Unit, projected, if necessary, by reason of structural divisions such as interior walls and other partitions, the layout, location, designation

and dimensions of each such Unit being shown on the Drawings and including, without limitation:

(1) All drywall or wood subfloor contiguous to the undecorated interior surfaces of the perimeter walls, floors, and ceilings of a Residential Unit;

(2) All windows and doors (including the glass), skylights, if any, sashes, thresholds, frames, jambs, and hardware in the perimeter walls, floors and ceilings of a Residential Unit are part of the Unit;

(3) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, and any other finishing materials applied to said perimeter walls, floors, and ceilings, and also the aforesaid finishing materials applied to the interior walls, floors, and ceilings;

(4) The receptacle and switch plates and covers, grills, vent covers, registers, and other coverings of space, light fixtures, and control knobs, within the bounds of a Residential Unit and which serve only the Unit;

(5) The space within all fixtures located within the bounds of a Residential Unit and the spaces occupied by the fixtures themselves;

(6) All unenclosed space, if any, within or occupied by structural parts of the Building which may project into the Residential Unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including by way of illustration, but not by way of limitation, the space between the shelves of built-in-bookcases, if any, the space within built-in-cabinets, if any, and the hearth lying within fireplaces, if any;

(7) All non-structural interior walls (other than walls separating Units) and all space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the Building and by utility pipes, wires, and conduits; and

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

but excepting therefrom all of the following items located within the bounds of a Residential Unit as described above:

(1) All walls, floors and ceilings separating or delineating Units, except the drywall or the wood subfloors contiguous to the undecorated interior surfaces of the perimeter walls, floors and ceilings of each Residential Unit;

(2) All structural portions of the Building lying within the bounds of a Residential Unit;

(3) All heating, cooling and ventilating equipment, units and installations, and all parts, installations and appurtenances thereto, including the thermostats and control devices;

(4) All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits and valves existing within a Residential Unit to their place of connection to the toilets, sinks, valves, registers, grills, outlets, light fixtures, appliances and receptacles within the Residential Unit;

(5) The valves, plugs, and switches at the end of any lines, pipes, and wires which constitute Common Elements;

(6) Fireplace stacks and chimneys, if any;

(7) All other Common Elements and Limited Common Elements located within the bounds of a Residential Unit.

(F) Common Elements. The entire balance of the land, the Building, and all other improvements thereon, excluding the Units, are hereby declared and established as Common Elements, as more particularly described herein.

(1) The Common Elements shall include, without limitation:

(a) the land described in the Declaration; and

(b) all other areas, facilities, places, and structures that are not part of a Unit including, but not limited to:

(i) the foundations, columns, girders, beams, supports, joists, rafters, trusses, supporting walls, roof coverings and sheathing, and all other structural portions of the Building;

(ii) the roadways, driveways, sidewalks, yards, gardens, landscaping, irrigation systems, open space, parking areas, signs, fencing (including perimeter fencing and privacy fencing situated on the Common Elements) and light poles;

(iii) easements created for the benefit of the Condominium Property;

(iv) installations of central services serving the Common Elements, such as electricity for lighting and water for irrigation systems;

(v) the waterlines within the Condominium Property;

(vi) fireplace stacks, liners, and chimneys, if any;

(vii) the sump pump, if any, serving the Building, including the pit in which the sump pump is located and the alarm system associated with the sump pump;

(viii) the underground storm water detention system, if any, serving the Condominium Property;

(ix) all plumbing, gas, electric, heating, cooling, ventilating, cable television, and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits and valves existing in the Condominium Property to their place of connection to the toilet, sinks, valves, registers, grills, outlets, light fixtures, appliances and receptacles in a Unit, except to the extent Exclusively Serving the Commercial Unit;

(x) the elevator shafts, cars, and all associated mechanical devices and systems necessary for the operation of the elevators serving the Building;

(xi) all mechanical, heating, ventilation, air conditioning, and other installations located in the basement of the Building that do not Exclusively Serve the Commercial Unit;

(xii) the central common areas located on the second, third, and fourth floors of the Building, as shown on the Drawings, containing storage areas and other amenities;

(xiii) All hallways and corridors not located within the bounds of a Unit including, but not limited to, those necessary for access from each floor to the enclosed staircase providing access from each floor of the Building to the Parking Lot.

(ix) The enclosed staircase providing access from each floor of the Building to the Parking Lot.

(xii) in general all apparatus and installations existing for common use; and

(xiii) all other parts of the condominium Property necessary or convenient to its existence, maintenance and safety or normally in common use, or that have been designated as Common Elements in the Declaration, Bylaws, or Drawings.

(2) Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy to the exclusion of all others the Limited Common Elements which are located within the bounds of the Owner's Unit, which serve only the Owner's Unit, or

which are assigned exclusively to the Owner's Unit by this Declaration or by an amendment to this Declaration following the conversion of a Convertible Unit. The Board may authorize the use of Limited Common Elements, as distinguished from other Common Elements and Exclusive Use Areas, for the construction of certain improvements consistent with the design and structure of the Building, provided that such improvements are maintained and insured by the Owner of the Unit to which the Limited Common Element is appurtenant. Subject to Article XX hereof, the construction of an addition to, or an expansion of, a Unit into the Limited Common Elements or Common Elements may not be authorized without the consent of all Unit Owners. The Limited Common Elements with respect to each Unit (or group of Units) shall consist of such of the following as may be construed to be Common Elements (for purposes of this Article II(F)(2), "Residential Unit" shall include the Fifth Floor Unit and the Sixth Floor Unit):

(a) One-half of any wall separating one Unit from another;

(b) All plumbing, gas, electric, heating, cooling, ventilating, cable television, and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits, and valves existing in the Condominium Property to their place of connection to the toilets, sinks, valves, registers, grills, outlets, light fixtures, appliances and receptacles in each Residential Unit, but only to the extent such items Exclusively Serve such Unit;

(c) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances located outside the bounds of a Residential Unit but which Exclusively Serve such Unit; all heating, air-conditioning and ventilating equipment and systems, including any furnace unit, located in and which Exclusively Serve a Residential Unit; thermostats and control devices, if any, located within the bounds of a Residential Unit; and sanitary and storm sewer cleanouts located within the bounds of a Unit or located outside the bounds of a Unit but which Exclusively Serve a Unit; and the structure for any of the foregoing (and space thereof), if any, located outside of, but which contains equipment that Exclusively Serves, such Unit;

(d) The communication, security, and smoke detector systems located within the bounds of a Unit and serving only that Unit;

(e) Balconies, decks, patios and porches, and roof gardens, if any, to the extent immediately adjacent to, and accessible solely from, a Residential Unit;

(f) The sidewalk (if any) Exclusively Serving each Unit;

(g) The mailbox Exclusively Serving each Unit;

(h) All other parts of the Common Elements located within the bounds of such Unit and which Exclusively Serve such Unit;

(i) An area (if any) adjacent to each Unit and shown as a Limited Common Element on the Drawings; and

(j) The basement area shown on the drawings, together with all steps, railings, and related installations located within the bounds of the Commercial Unit and providing access to the basement area, shall constitute Limited Common Elements appurtenant to the Commercial Unit.

(k) The parking space (or parking spaces) assigned to a Unit in accordance with the parking lot plan attached hereto as Exhibit G. The Owner of each Unit (or the Owner's designee) shall have the exclusive right of use and enjoyment of the parking space or parking spaces so assigned.

(l) Each of the storage spaces located in the central common areas of the second, third, and fourth floors of the Building are hereby designated Limited Common Elements appurtenant to the Residential Units to which such storage spaces are assigned pursuant to the storage space plan attached hereto as Exhibit H.

(4) Except as otherwise limited in this Declaration and the Bylaws attached hereto as Exhibit B, each Unit Owner shall have the rights to use the Common Elements for all purposes incident to the use and occupancy of the Owner's Unit as a place of residence (or, in the case of the Commercial Unit, as a commercial property) and such other incidental uses permitted by this Declaration and the Bylaws. These rights shall be appurtenant to, and shall run with, the Owner's Unit. Such purposes shall include the use of Common Elements as necessary for ingress and egress to and from the respective Units to a public street or highway, as such means of ingress and egress are delineated on the Drawings.

(5) Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners. The undivided interest in the Common Elements appurtenant to each Unit shall be computed in the proportion the Par Value of the Unit, as set forth on Exhibit E attached hereto, bears to the total aggregate Par Value of all the Units in the Condominium Property (rounded up to the nearest one-thousandth percent). Except as otherwise provided by this Declaration and the Bylaws, each Unit Owner shall pay Common Expenses, Common Assessments, and Common Losses, and obtain distributions, if any, of Common Surplus and Common Profits in the same proportion as each Owner's Undivided Interest in the Common Elements bears to the total aggregate undivided interests held by all Unit Owners.

(6) For purposes of conveyance of title to Purchasers of individual Units, description by Unit number and reference to this Declaration, any amendments hereto, and the Drawings, and any amendment to the Drawings, shall be sufficient to convey the Unit and the Ownership Interest in the Common Elements (including the Limited Common Elements) appurtenant thereto.

(7) There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property withdrawn from the terms of the Act, as such may be amended from time to time, or any successor law applicable to Condominiums. Notwithstanding the preceding sentence, if any Unit is owned by two (2) or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary transfer or judicial partition of such Unit ownership as between such co-owners.

(8) No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such Rules pertaining thereto as the Association may adopt from time to time. Without limiting the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate Rules limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees, tenants, agents and servants. Subject to the Rules from time to time promulgated by the Association, all Owners may use the Common Elements in such manner as will not restrict, interfere with, or impede the use thereof by other Owners.

(9) The Association may, but shall not be required to, delegate all or any portion of its authority and responsibilities under this Declaration to a manager, managing agent, or management company (herein referred as the "Managing Agent"). Such delegation may be evidenced by a management agreement which shall provide for the duties to be performed by the Managing Agent and for the payment to the Managing Agent of a reasonable management fee as a Common Expense. Upon the expiration of any management agreement, the Association may renew said agreement or enter into a different agreement with a different managing agent; provided, however, that no management agreement or renewal thereof shall be for a term longer than five (5) years. In addition, no management agreement executed by Declarant on behalf of the Association shall provide for a term expiring more than ninety (90) days following the assumption of control of the Association by the Unit Owners, as specified in the Act, unless said management agreement is renewed by a vote of Unit Owners pursuant to the Bylaws and as required by Sections 5311.08 and 5311.25(D) of the Act. Notwithstanding the foregoing, either the Association or the Managing Agent shall have the right to terminate the management agreement at any time after such assumption of control, upon not more than ninety (90) days notice to the other party thereto. The Managing Agent, whether selected by the Declarant or the Association, may be an entity owned in whole or in part, associated with in whole or in part, or in any manner connected or associated with Declarant, without in any manner restricting, limiting, or affecting the validity of the management agreement with said Managing Agent.

(G) Management, Maintenance, Repairs, Alterations and Improvements.

(1) The Association shall manage the Common Elements and shall maintain and keep the same in a state of good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to the Common Elements. The Association shall promptly, properly, and in a good and workmanlike manner make all repairs, replacements, alterations, and other

improvements as necessary to comply with its responsibilities under this Declaration. The Association shall also be responsible for repairing all damage to a Unit caused by the Association or its agents, including damage caused by the Association while performing its obligations hereunder. Notwithstanding the foregoing, the following shall be excepted from the Association's responsibility for the care, maintenance, repair, and replacement of the Common Elements:

(a) The Association shall have no responsibility in regard to water or gas lines or conduits to the extent assumed by a governmental authority or utility by law or pursuant to an agreement to provide water or natural gas service to the Hartman.

(b) The care of any Limited Common Elements, except in regard to the Parking Lot, shall be the responsibility of the Unit to which such Limited Common Elements are appurtenant. Notwithstanding the foregoing, the Association may, at the Association's option, assume direct responsibility for the care and maintenance of particular types of Limited Common Elements that are not located within the bounds of a Residential Unit and for all heating, ventilation, and air conditioning equipment. In addition, the Association shall assume responsibility for arranging for the repair and maintenance of all plumbing, pipes, ducts, wires, plugs, outlets, conduits, valves, and other Limited Common Elements necessary for the provision of water, electric, gas, or other utility service to the extent such Limited Common Elements are not located within the bounds of a Unit. In the event the Association incurs any cost or expense in the repair or maintenance of any Limited Common Element, the Association shall assess such costs and expenses to the Owner of the Unit to which such Limited Common Element is appurtenant. Notwithstanding the foregoing, the Association shall not assume the responsibility for the care and maintenance of any Limited Common Element appurtenant to a Commercial Unit without the consent of the Owner of the Commercial Unit.

(2) Except as otherwise provided in this Declaration, and subject to Article II(D)(1)(b), the responsibilities of each Unit Owner shall be as follows:

(a) To maintain, repair, and replace at the Owner's expense all portions of such Owner's Unit and the Limited Common Elements appurtenant to such Owner's Unit.

(b) Unless a Unit Owner has obtained the express written consent of the Association, and except as provided by Article XVIII in regard to the Commercial Unit, Article XIX in regard to the Parking Unit, and Article XX in regard to the Convertible Units:

(i) A Unit Owner shall not make any alterations to, nor remove any portions of, the Owner's Unit and the Common Elements, including

the Limited Common Elements, which are to be maintained by the Association.

(ii) A Unit Owner shall not take any action in regard to a Unit or a Common Element, including a Limited Common Element, which might jeopardize or impair the safety or soundness of any portion of the Condominium Property.

(iii) A Unit Owner shall not impair any easement serving or encumbering the Condominium Property.

(iv) A Unit Owner shall not enclose, paint, or otherwise decorate or change the appearance of any portion of the Condominium Property not within the walls of the Owner's Unit.

(c) Promptly upon discovery, a Unit Owner must report to the Association or its agent any need for repairs the Association is obligated to complete under this Declaration.

(d) Each Unit Owner shall perform the Owner's responsibilities under this Declaration, the Bylaws, and the Rules in such a manner so as not to unreasonably disturb other persons residing within the Condominium Property.

(e) Each Unit Owner shall maintain, repair, and replace at the Owner's expense all portions of the Condominium Property which may be damaged or destroyed by reason of the Owner's own act or neglect, the act or neglect of any Occupant of Owner's Unit, or the willful or uninsured act or neglect of any invitee, licensee, or guest of such Unit Owner or Occupant, to the extent such damage is not covered by insurance maintained by the Association. Notwithstanding the foregoing obligation of the Unit Owner, the Association (or other Unit Owner in respect to such Owner's own Unit) may, but shall not be obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an Occupant, or their invitee, licensee, or guest, and charge and collect from such Unit Owner the cost and expense paid or incurred in making any such repair or replacement. If the repair or replacement is made by the Association, the cost and expense thereof shall be a lien against the Unit Owner's Ownership Interest. The Association may assert and collect such lien in the same manner as the Association may assert and collect a lien against a Unit Owner's Ownership Interest for non-payment of the Owner's share of assessments for Common Expenses. The right herein of the Association to assert and collect upon a lien shall not be exclusive, and shall be in addition to all other rights and remedies available to the Association under this Declaration, in law, and in equity for recovery of the cost and expense so incurred.

(f) A Unit Owner shall pay all costs for utility services (such as, without limitation, water, gas, electricity, sewage, rubbish and trash disposal) furnished to

the Owner's Unit or to the Limited Common Elements designated for such Owner's use, unless any or all of such services are provided or paid by the Association and charged to the Unit Owner as part of the Common Expenses, in which case all or any of such services so provided by the Association shall be paid for by the Unit Owner as part of such Owner's share of the Common Expenses.

(3) The obligation of the Association and of Unit Owners to repair, maintain, and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged, or postponed by reason of the fact that any maintenance, repair, or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction, repair, alteration, or improvement of the Condominium Property. The undertaking of repair, maintenance or replacement by the Association or Unit Owners shall not constitute a waiver of any rights against any warrantor. Such rights are instead specifically reserved.

(4) Notwithstanding the fact that the Association or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing its obligations under this Declaration.

(5) The Association shall maintain the responsibility for the repair, maintenance and care of the Parking Lot. The Association's expenses in regard to the Parking Lot shall be paid as follows:

(a) All costs incurred in regard to the Refuse Service Area, and not attributable to the remainder of the Parking Lot, shall constitute a Common Expense. In the event the Board determines that any such costs are common to both the Refuse Service Area and the remainder of the Parking Lot (including, by way of example and not limitation, paving, lighting, snow removal, and security costs), the Board shall allocate such costs between the Refuse Service Area and the remainder of the Parking Lot based on the proportion the total surface area of the Refuse Service Area bears to the total surface area of the Parking Lot. The dimensions shown on the parking lot plan attached hereto as Exhibit G shall be conclusive in determining such proportion.

(b) All costs incurred by the Association in regard to the Parking Lot and not attributable to the Refuse Service Area shall be allocated and specially assessed to the Owners of the Parking Unit, any Parking Space Units created following the conversion of the Parking Unit, and any Units to which parking spaces have been designated as appurtenant Limited Common Elements. Each Owner's allocation shall be in the proportion that the number of parking spaces controlled by such Owner bears to the total number of controlled parking spaces in the Parking Lot, as delineated on Exhibit G. An Owner will be deemed to

control a parking space if (i) the parking space is a Limited Common Element appurtenant to the Owner's Unit; (ii) the parking space has been designated as a Parking Space Unit and the Owner holds title to such Unit; or (iii) the Owner owns the Parking Unit and the parking space is located within the Parking Unit.

(c) Notwithstanding the foregoing, the Board may specially assess (i) the Owner of any Unit for costs incurred by the Association as a result of repairs made necessary due to such Owner's intentional misconduct or negligence or (ii) the Owner of the Commercial Unit for costs incurred to accommodate special parking needs associated with the use and operation of the Commercial Unit.

(6) The Declarant shall establish the Reserve Maintenance Fund by collecting from each initial purchaser of a Residential Unit a sum equal to two months worth of such Residential Unit's expected monthly Common Assessments. The Declarant shall cause the control of such Reserve Maintenance Fund to be transferred to the Association once the Unit Owners other than the Declarant obtain control of the Association. Funds deposited in the Reserve Maintenance Fund shall not be considered advance payments of regular Common Assessments. The Declarant shall not use funds from the Reserve Maintenance Fund to defray any of the Declarant's expenses, reserve contributions, construction costs, or to make up any budget deficits while it remains in control of the Association. At the Declarant's option, the Declarant may deposit into the Reserve Maintenance Fund the expected share of each unsold Unit. The Declarant may reimburse itself for such payments from funds collected from the initial purchasers of such previously unsold Units. The Association's annual budget shall provide for the collection of Common Assessments to fund the Reserve Maintenance Fund.

(H) Parking Unit. The Parking Unit hereby declared and established as a freehold estate shall consist of all of the area designated on the Drawings and described on Exhibit G attached hereto as the "Parking Unit."

ARTICLE III
PROVISIONS AS TO EASEMENTS, UNITS, AND COMMON ELEMENTS

Declarant hereby creates by grant or reservation, as the case may be, in perpetuity, for its benefit and for the benefit of each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, the Association, and to any other person now having or hereafter having an interest in the Condominium Property, and the respective heirs, devisees, executors, administrators, personal representatives, successors, and assigns of the foregoing persons, the following non-exclusive rights and easements:

(A) Roadway, Utility, Emergency and Service Easements, and Other Easements. The right and easement to construct, install, repair, relocate, operate, and maintain roadways, driveways, sidewalks, water mains with service connections, storm and sanitary sewer lines, storm systems (including sump pump systems and underground storm detention systems), steam, electric, gas and telephone lines, conduits, and transmission and meter devices and other utilities in, on, under and/or over the Condominium Property; the right and easement to construct, install, repair, replace, relocate, operate, and maintain television cable lines and other television reception devices and security devices; and the right and easement to construct, install, repair, replace, relocate, operate and maintain that portion of the heating, air-conditioning and other equipment and systems located outside of the bounds of a Unit but which serves only a particular Unit. Easements are hereby granted for fire, police, health, sanitation, medical, ambulance, school buses, utility company, mail service, and other public and quasi-public emergency and service personnel and their vehicles for ingress and egress over roadways, driveways and other Common Elements within the Hartman Condominium for the performance of their respective duties.

(B) Encroachments. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement and shifting of any of the Building or improvements constituting a part of the Condominium Property, any part of the Common Elements shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Elements, or any part of a Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utility systems comprised within the Condominium Property any pipes, ducts, or conduits serving a Unit shall encroach upon any other Unit, easements in favor of the Unit Owner or Association, as the case may be, for the maintenance of any such encroachment are hereby establish; provided, however, that in no event shall a valid easement for any encroachment be created in favor of a Unit Owner if such encroachment occurred due to willful conduct.

(C) Maintenance Easements. Easements in favor of Declarant and/or the Association over Units and Limited Common Elements for access as may be necessary for the purpose of maintaining the Common Elements and to complete the conversions of the Fifth Floor Unit and the Sixth Floor Unit, and easements in favor of each Unit Owner over the Common Elements for access to the Owner's Unit. Easements in favor of each Unit Owner to and through the Common Elements as may be necessary for the use of water, gas, storm and sanitary sewers, electric and telephone lines, and other utilities now or hereafter existing within the walls; easements for the

use of television cable lines and other television reception devices, subject to the provisions of Article VII(D) hereof; easements for the use of security alarms and other security devices; and easements in favor of each Unit Owner to hang pictures, mirrors, and the like upon the walls of the Owner's Unit. The easements created hereunder include, without limitation, the right of the Association to access over and through the Commercial Unit all Common Elements located within the basement of the Building.

(D) Easement Through Units and Limited Common Elements. Easements in favor of the Declarant and/or the Association through the Units and the Limited Common Elements for the purpose of installing, laying, maintaining, repairing, and replacing any pipes, wires, ducts, conduits, public utility lines, or structural components through the walls of the Units.

(E) Unit Owner's Right to Ingress and Egress and Support. Each Unit Owner shall have the perpetual right as an appurtenance to each Unit Owner's Unit to ingress and egress over, upon, and across the Common Elements necessary for access to the Owner's Unit, including access to parking areas as designated on the Drawings, and to any Limited Common Elements designated for use in connection with Owner's Unit, and shall have the right to the horizontal and lateral support of adjacent Units and the Building structure. The Owner of the Parking Unit may assign such easement rights for the benefit of any person or persons entering into a lease, license, or similar contractual arrangement for the use of a parking space within the Parking Unit.

(F) Association's Right to Use of Common Area. The Declarant and the Association shall have a nonexclusive easement to make such use of the Common Elements as may be necessary or appropriate to perform the duties and functions required or permitted pursuant to this Declaration, including the right to construct and maintain the Common Elements mechanical, maintenance, and storage facilities for use by the Association.

(G) Reservation by Declarant of Easements for Ingress and Egress, Utilities, Construction, and Sales. The Declarant reserves unto itself, for as long as the Declarant owns a Condominium Ownership Interest in the Condominium Property, the easement and right for the benefit of and use by Declarant, and its agents, officers, directors, employees, licensees, servants, tenants, personal representatives, successors and assigns, for ingress and egress by foot, automobile and otherwise, for utility and facility purposes, and for model, sales, and display purposes, over, through and under the Condominium Property and any part thereof, other than a Unit not owned by Declarant. The Declarant further reserves easements for Special Declarant Rights, including the right to maintain facilities in the Common Elements which are reasonably necessary to market Units. Such facilities may include sales or construction trailers, management offices, model units, parking areas, and advertising signs.

(H) Future Easements to Others. Such easements as Declarant, or the Association, from time to time may hereafter grant to others on behalf of the Condominium Property for roadway, access, and utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace roadways, sidewalks, water mains and pipes, storm and sanitary sewer lines, drainage ditches, gas mains, telephone wires and equipment, and television and electrical cables, conduits, and wire over, under and along any portion of the Common Elements (other than the Limited Common Elements), provided that it shall be a condition precedent to the

use and enjoyment of any such easement that the owner or owners of land benefited thereby shall, at his, her, its, or their expense, restore the Common Elements to the same condition as existed just prior to the installation of any such utility improvements, and provided further that the owner or owners of such benefited land shall pay their fair share of the cost and expense of repairing, replacing, relocating, and operating said improvements, said fair share to be determined by agreement between the Declarant or the Association and any such third party. Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Declarant or the Association such Owner's or mortgagee's Attorney in Fact, and authorizes, directs, and empowers such Attorney in Fact, at the option of the Attorney in Fact, to execute, acknowledge, and record for and in the name of such Unit Owner and such mortgagee any easements or other instruments as may be necessary to effect the foregoing.

(I) Enjoyment of Easements. Each grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted shall be subject to, and have the benefit of (as the case may be) each of the easements herein provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) of reference to such easements.

(J) Easement Rights. The easements set forth in this Article are to be enjoyed in common with the grantees, their heirs, executors, administrators, successors and assigns, with the right reserved in the Declarant, its successors, and assigns, to grant, assign, or convey or assign to public use, or dedicate to public use, all or a portion of the easement rights herein to one or more assignees or grantees as an appurtenance to the Condominium Property, without it being considered by the grantees, their heirs, executors, administrators, successors, and assigns, as an additional burden on said easement and/or the Condominium Property. Any assignment, conveyance, or dedication of said easement rights by the Declarant may be made at the same time or at successive times, and the residuary easement rights of the Declarant shall not cease or determine until the Declarant, its successors and assigns, has no remaining interest, of record, in The Hartman Condominium. However, the rights of all assignees or grantees in the reserved easements shall remain in full force and effect. This Article III, subsection (J) shall not be construed as vesting any interest in the Declarant beyond that permitted by the Act, and specifically Section 5311.25(B)(3) of the Ohio Revised Code.

(K) No Severance of Ownership. No owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Condominium Ownership Interest without including therein both the Owner's interest in the Unit and the Owner's corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect either the Owner's interest in the Unit or the Common Elements without similarly affecting the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

(L) Easements Reserved by Declarant for Warranty Obligations. The Declarant further reserves the right to enter upon the Common Elements or Units to fulfill any warranty obligations to the Association or the Unit Owners.

(M) Commercial Sign. The Owner of the Commercial Unit shall have the right set forth in Article XVIII(F) hereof in regard to signage.

ARTICLE IV
UNIT OWNERS' ASSOCIATION OF THE HARTMAN CONDOMINIUM

(A) Membership. Declarant has formed, or shall cause to be formed, an Ohio non-profit corporation to be called "The Hartman Condominium Association, Inc." which shall administer the Condominium Property. The Association shall be formed no later than the date that the deed or other evidence of ownership is filed for record following the sale of the first Unit in the Condominium Property. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon sale or other disposition such member's Condominium Ownership Interest, at which time the new owner of such Unit shall automatically become a member of the Association. The Board of Directors and officers of the Association elected as provided in the Bylaws of the Association, shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, by the Bylaws, and by this Declaration upon the Association, except as otherwise specifically provided herein. In the event that any such power, right, or duty of the Association shall be deemed exercisable or dischargeable by an officer or a member of the Board of Directors, solely in such officer's or member's personal capacity, such officer or member shall be deemed to act in such capacity to the extent required to authenticate such officer's or member's acts and to carry out the purposes of this Declaration and the Bylaws. The number of members constituting the Board of Directors and the terms of such members are set forth in the Bylaws.

(B) Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws. Each Unit Owner, tenant, or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, decisions, rules, regulations, and resolutions of the Association or its representatives, as lawfully amended from time to time. Failure to comply with any such provisions, decisions, rules, regulations, and resolutions shall be grounds for an action to recover sums due for damages, injunctive relief, or such other remedies as may be available under this Declaration, the Bylaws, at law, or in equity.

(C) Service of Process. Service of summons or other process upon the Association may be made in accordance with Sections 5311.05(B)(8) and 5311.20 of the Ohio Revised Code. The President, a Vice President, the Secretary, or Treasurer of the Association shall be designated by the Board of Directors of the Association as its statutory agent, and the statutory agent so designated shall be a resident of the Hartman Condominium and an owner of one of its Units. Until such time as a statutory agent is designated, service may be made upon Stephen P. Campbell, Chief Financial Officer of Developer, c/o Plaza Properties, Inc., 3016 Maryland Avenue, Columbus, Ohio 43209. When and after the Association is lawfully constituted, the statutory agent thereof shall be the person to receive service of process, and such statutory agent's name and address (and that of each successor) shall be filed with the Ohio Secretary of State on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio non-profit corporation.

(D) Voting Rights. Voting rights and procedures, including requirements for a quorum, shall be provided in the Bylaws; provided that the total aggregate voting power shall equal seventy-three (73) votes. The Owner of the Commercial Unit shall exercise thirteen (13) votes. The Owners of the Fifth Floor Unit and the Sixth Floor Unit shall each exercise twelve (12) votes. The Owner of each Residential Unit shall exercise one (1) vote. No votes shall be allocated to the Parking Unit.

ARTICLE V
ASSESSMENTS

(A) General. Assessments for the management, maintenance, repair and insurance of the Common Elements, amounts determined by the Board for the establishment and maintenance of the reserve fund to meet the cost and expense of repair and replacement of the Common Elements, together with the payment of the Common Expenses shall be made in the manner provided herein, and in the manner provided in the Bylaws attached hereto as Exhibit B.

(B) Division of Common Expenses, Common Assessments, Common Surplus, Common Profits, and Common Losses. The proportionate shares of the separate owners of the respective Units in the Common Expenses, Common Assessments, Common Surplus, Common Profits, and Common Losses of the operation of the Condominium Property is based upon the percentage interest in the Common Elements of each Unit as expressed in Article II (F)(5) hereof. The acquisition or occupancy of any Unit shall be conclusive evidence against the Unit Owner or Occupant thereof that the percentage set forth for each Unit in Exhibit E of this Declaration is the proportion that the Par Value of the Unit bears to the total aggregate Par Value of all Units on the date this Declaration is filed for record, or on the date an amendment to this Declaration is filed for record pursuant to Article XX hereof, and the proportionate share of profits and expenses of each Unit Owner shall be in accordance with said percentage as determined in accordance with Article II (F)(5) hereof. The obligation of an Owner to pay his proportionate share of Common Assessments shall commence upon such Owner's acquisition of his Unit.

(C) Non-Use of Facilities. No owner of a Unit may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of the Common Elements, or by the abandonment of his Unit.

(D) Lien of Association. The Association shall have the right to place a lien upon the estate or interest in any Unit of the Owner thereof and the Owner's Undivided Interest in the Common Elements for the payment of the portion of the Common Expenses chargeable against such Unit which remains unpaid for ten (10) days after such portion has become due and payable. The Association shall place the lien by filing a certificate therefore with the Recorder of Franklin County, Ohio pursuant to authorization given by the Board. The certificate shall contain a description of the Unit, the name or names of the record owner or owners, and the amount of the unpaid portion of the Common Expenses. The lien is valid for a period of five (5) years after the date of filing, unless sooner released or satisfied in the manner provided by law 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 as hereinafter provided. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against the Owner's Unit during the period the Owner has an ownership interest therein. Any Common Assessment not paid within ten (10) days after the same shall become due and payable shall bear interest at the maximum rate allowed by law until such time as the Common Assessment has been paid in full. The Association shall be entitled to levy against the delinquent Unit Owner a late fee or service charge of ten (10%) of the amount of the delinquent payment or twenty-five dollars ($25), whichever is greater ("Charge"), in order to defray the administrative costs of

collection. In addition, the Association shall also be entitled to levy against the delinquent Unit Owner court costs and attorney and paraprofessional (paralegal) fees.

(E) Priority of Association's Lien. The lien provided for in Section D of this Article V is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of Eligible Mortgage Holders that have been filed for record. The lien provided for in Section (D) of this Article V may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its president or any other chief officer pursuant to authority given to him by the Board of Directors. In the foreclosure action, the Association, or its agent, duly authorized by action of the Board of Directors, is entitled to become a Purchaser at the foreclosure sale. Suit to recover for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing payment of the same.

(F) Dispute as to Common Expenses. A Unit Owner who believes that the portion of Common expenses chargeable to the Owner's Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against such Unit may commence an action for the discharge of the lien in the Court of Common Pleas for Franklin County, Ohio. In the action, if it is finally determined that the portion of Common Expenses have been improperly charged to the Owner or the Owner's Unit, the court shall make an order as is just, which may provide for a discharge or release of all or a portion of the lien.

(G) Non-Liability of Judicial Sale Purchaser for Past Due Common Expenses. Where the mortgagee of record or other Purchaser of a Unit acquires title to the Unit as a result of a judicial sale resulting from litigation, or where an Eligible Mortgage Holder acquires title to the Unit by accepting a deed to the Unit, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses, or other assessments by the Association, chargeable to such Unit which become due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from the owners of all of the Units, including the Unit of such acquirer, his heirs, executors, administrators, successors or assigns, at the time the first assessment next following the acquisition of title to such Unit by such acquirer.

(H) Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Unit, other than by deed of foreclosure, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and grantor's Unit for the Unit's share of Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Board, and such grantee shall not be liable, nor shall the Unit conveyed be subject to a lien, for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

(I) Rights of Association in a Foreclosure Action. In a foreclosure action commenced by the holder of a first mortgage or other lien on a Unit, or commenced by the Association, the Unit Owner shall be required to pay reasonable rental for the Unit during the

pendency of the action. The Association or the holder of the lien is entitled to the appointment of a receiver to collect the rental. Each rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Unit during the foreclosure action. In a foreclosure action brought by a lienholder other than the Association, the lienholder shall name the Association as a defendant in the action. In a foreclosure action, it is not a defense, setoff, counterclaim, or cross-claim that the Association has failed to provide the Unit Owner with any services, goods, work or material, or has failed in any other duty.

(J) Right of Holder of a Mortgage to Advance Payments. A mortgage on a Unit may contain a provision that secures the mortgagee's advances for payment of the portion of the Common Expenses chargeable against the Unit upon which the mortgagee holds the mortgage.

ARTICLE VI
INSURANCE AND RECONSTRUCTION

(A) Casualty Insurance. The Association, as a Common Expense, shall obtain for the benefit of the Association, all of the Unit Owners and their respective mortgagees, as their interests may appear, and thereafter maintain in full force and effect at all times, insurance (except such insurance as may be separately provided for by a Unit Owner pursuant to Article VI(C) of this Declaration) on the Condominium Property and all personal property owned by the Association ("Insured Property"). Said insurance shall afford protection against loss or damage by fire, lightning, and such other perils as are now or hereafter covered by the standard form extended coverage endorsement commonly issued in Franklin County, Ohio and such other risks as from time to time customarily shall be covered with respect to buildings, structures, improvements, and facilities similar in construction, location, and uses as the Building, structures, improvements, and facilities comprised as part of the Insured Property, including, without limitation, vandalism, malicious mischief, windstorm, plate glass, and water damage, subject to such deductible amounts not in excess of five thousand dollars ($5,000) as the Board shall determine. In addition, such policy shall include, if reasonably available, a "Construction Code Endorsement" or its equivalent, a "Demolition Cost Endorsement" or its equivalent, an "Increased Cost of Construction Endorsement" or its equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its equivalent. The casualty insurance to be purchased hereunder shall be in an amount equal to not less than one hundred percent (100%) of the full replacement cost of the Insured Property, exclusive of excavations and foundations and exclusive of such improvements to individual Units which may be separately insured by Unit Owners as proved in Article VI(C) of this Declaration. The amount of casualty insurance shall be reviewed annually and adjusted if necessary. The cost of an appraisal shall be a Common Expense. Such casualty insurance shall provide (1) for the issuance of certificates of insurance to the Unit Owners; (2) for the issuance of certificates of insurance to the holders of mortgages on the Units; (3) that for the purpose of such insurance, improvements to Units made by Unit Owners shall not affect the valuation of the Insured Property; (4) for the payment of claims without apportionment or contribution, as though no other policy existed; (5) that the insurer waives all defenses based upon the "increase in hazard" provision, co-insurance, invalidity arising by acts of an insured, or similar defenses and waiving the so-called "vacancy" clause; (6) that the insurer waives its rights of subrogation against Declarant, Unit Owners, the Association, and Managing Agent, and their respective families, agents, tenants, guests, employees, and all persons lawfully in possession or control of any part of the Condominium Property; (7) that the insurer waives its right to elect to restore the Condominium Property, or any part thereof, in lieu of making a cash settlement in the case of the termination of this Condominium as provided for in this Declaration or pursuant to the provisions of the Act; and (8) that coverage under such insurance will not be terminated, cancelled, or materially modified without ten (10) days' prior written notice to all insureds, including each mortgage holding a mortgage encumbering a Unit. The Association shall pay the premiums for the insurance herein required at least thirty (30) days prior to the expiration date thereof. Certificates of such insurance, together with proof of payment of the premium therefore, shall be delivered by the Association to each Unit Owner and its respective mortgagee(s) at least ten (10) days prior to the expiration of the then current policy(s). Furthermore, the Association shall have the right, but not the obligation, to insure portions of a Unit and the provisions of this Article VI shall not invalidate any such insurance.

(B) Insurance Beneficiaries. All casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagee's, as their respective interest may appear. Such casualty insurance policies shall provide that all proceeds payable as a result of losses shall be paid to the Association as trustee for the Unit Owners and their respective mortgagees, except that if a bank, savings and loan association, or other institutional mortgagee is the holder of mortgages on twenty one (21) or more Residential Units at the time of loss, such mortgagee shall have the right to be named as an additional payee on the insurance draft issued in settlement of such loss.

(C) Unit Owners' Insurance. Except as expressly provided in this Article VI(C) and VI(J), no Unit Owner shall separately insure the Owner's Unit or any part thereof against loss by fire or other casualty intended to be covered by the insurance described in Article VI(A) of this Declaration. Should any Unit Owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, and/or failure to have the proceeds of such other insurance payable pursuant to the provisions of this Article VI(A) of this Declaration, shall be chargeable to the Unit Owner who acquired such other insurance. Said Unit Owner shall be liable to the Association to the extent of any such diminution and/or loss of insurance proceeds. Any improvements made by a Unit Owner within the Owner's Unit, as well as the personal property of a Unit Owner, may be separately insured by such Unit Owner. Any such insurance policy(s) shall contain the waiver of subrogation provisions referred to in Article VI(A) of this Declaration. The Association shall have the right, but not the obligation, to insure portions of a Unit and the provisions of this Article VI shall not invalidate any such insurance.

(D) Insurance Prior to Formation of Association. Until the Association is formed, the insurance required to be procured by the Association shall be procured by the Declarant.

(E) Liability Insurance. The following provisions govern in respect of liability insurance:

(1) The Association, as a Common Expense, shall purchase a policy or policies of comprehensive liability insurance, and thereafter maintain the same in full force and effect at all times, insuring the Association, the Board, the Managing Agent, if any, the Unit Owners, and Occupants of Units other than Unit Owners against liability for bodily injury (including death) or property damage occurring upon, in or about, or arising from the Common Elements. Such insurance shall afford protection to a limit of not less than Five Hundred Thousand Dollars ($500,000) in respect of bodily injury suffered by any one (1) person, and to the limit of not less than One Million Dollars ($1,000,000) in respect to any one (1) such occurrence, and to the limit of not less than One Hundred Thousand Dollars ($100,000) in respect to damage to or destruction of property. Such liability insurance shall contain a cross-liability endorsement to cover liability of one insured to the other.

(2) Such comprehensive liability policy shall not insure against liability for bodily injury or property damage occurring within an individual Unit. A Unit Owner may carry such additional personal liability insurance as the Owner desires. At the

option of the Board, the Association shall either (i) obtain a separate commercial liability policy covering the Parking Lot or (ii) include the Parking Lot within the liability policy obtained by the Association to cover the remaining Common Elements.

(3) Until the Association is formed, the comprehensive liability insurance herein required shall be procured by the Declarant.

(F) Additional Insurance. The Association shall also obtain such other insurance as the Board in its discretion may determine.

(G) Damage or Destruction. The following provisions shall govern in the event of any damage or destruction to the Insured Property:

(1) If in the event of any damage to, or destruction of, the Insured Property, the proceeds of any policy or policies insuring against such damage or destruction and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration, or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied in payment therefore; provided, however, that in the event, within ninety (90) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to Article VI(G)(3) of this Declaration shall elect not to repair, restore, or reconstruct, then such repair, restoration, or reconstruction shall not be undertaken.

(2) In the event the damage or destruction of the Insured Property shall be attributed to any cause or peril which is not insured against, or if insured against, the insurance proceeds shall not be sufficient to pay the cost of repair, restoration, or reconstruction, then (unless the Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Article VI(G)(3) of this Declaration, elect not to repair, restore, or reconstruct such Insured Property) such deficiency shall be provided either by means of Common Assessments or by means of an appropriation from a Reserve Maintenance Fund to be established by Declarant and maintained by the Board, or such other fund as may be established for the purpose of providing for the restoration and replacement of the Common Elements , or any combination of the foregoing methods, as the Board in its sole discretion may determine.

(3) In the event any damage or destruction renders fifty percent (50%) or more of the Units uninhabitable (as determined based upon the total square footage of all Residential Units and Commercial Units), the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power and fifty-one percent (51%) of the Eligible Mortgage Holders, elect not to repair, restore, or reconstruct the Insured Property at a meeting which shall be called within sixty (60) days after the occurrence of such casualty. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such

damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Elements. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released, or discharged. Upon such payment, the interest of the Unit Owner in the Condominium Property shall terminate, and the Unit Owner shall execute and deliver any and all documents or instruments as may be reasonably requested by the Association to evidence such termination. Moreover, in the event of any such sale of the Condominium Property, the members of the Board are hereby authorized to execute and deliver, on behalf of the Association and all of the Unit Owners, any instruments necessary or required to effect such sale or sales. Each Unit Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary or required to effect such sale or sales.

(4) Immediately after any damage or destruction to all or any part of the Condominium Property which is required to be covered by insurance carried by the Association in accordance with the provisions of Article VI(A) of this Declaration, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair, restoration, or reconstruction of the damaged or destroyed property. Such costs may include professional fees of attorneys, public insurance adjusters, premiums for bonds, and other related costs. "Repair, restore, or reconstruct," as used in this subsection (G)(4), means repairing, reconstructing, or restoring the Insured Property to substantially the same condition to which it existed prior to such damage or destruction. Each Unit Owner upon acquisition of title to a Unit shall be deemed to have delegated to the Declarant, prior to the formation of the Association, and thereafter to the Board, or their respective agents, the Owner's right to adjust with insurance companies all losses under the casualty insurance required to be carried by the Association pursuant to Article VI(A) of this Declaration.

(5) Except as otherwise provided in Article VI(G)(3) of this Declaration, if all or any part of the Insured Property shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Drawings.

(6) Unless the Unit Owners shall have elected not to restore such damage pursuant to Article VI(G)(3) of this Declaration, each Unit Owner shall repair and restore that portion of his Unit not required to be covered under the casualty insurance required to be carried by the Association pursuant to Article VI(A) of this Declaration.

(7) With respect to all policies of insurance obtained by the Association and by the Unit Owners, the Association and each Unit Owner do hereby waive (to the extent permitted by such policy, but only to the extent of the proceeds payable in connection therewith) all rights of recovery and causes of action against each other, the Unit Owners, the members of the family of each Unit Owner and his tenants, and any other Occupants of the Condominium Property, the Association, the Board, and the Managing Agent, if any, for any loss which may result from any of the perils insured against under any such policies. Each such policy shall provide for a release by the insurance company issuing

such policy of such of its rights of subrogation thereunder as shall be co-extensive with the foregoing waivers.

(8) The proceeds of insurance collected on account of a casualty, and the Common Assessments on account of such casualty and/or appropriations from any funds set aside for such purpose, shall constitute a construction fund which shall be disbursed by the Association in payment of the cost of repair, restoration, or reconstruction, from time to time as the work progresses. The Association shall make such disbursements upon its receipt of certificates from the architect or general contractor selected by it to be in charge of the repair, restoration, or reconstruction. Said certificates shall: (i) state that the sum requested is justly due to the contractors, subcontractors, materialmen, architects, or other persons who rendered services or furnished materials in connection with the work; (ii) give a brief description of the services and materials for which such progress payment is requested; (iii) state that the sum requested does not exceed the value of the services and materials described in the certificate; (iv) state that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a mechanic's, materialmen's, or similar lien for such work upon the Common elements or any Unit; and (v) state that the cost of the work remaining to be done subsequent to the date of said certificate does not exceed the amount of the construction fund remaining with the Association after the payment of the sums so requested. If there is a balance in the construction fund after payment of all costs of repair, reconstruction, or restoration, such balance shall be distributed jointly to the Unit Owners of the damaged Units. The distribution shall be in the shares of the estimated costs of reconstruction and repair that each damaged Unit bears to the total of these costs for all damaged Units. If there is a mortgagee of a Unit, the distribution shall be paid to the Unit Owner and mortgagee to jointly, and they may use the proceeds as they may determine.

(9) Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Association as its attorney-in-fact, coupled with an interest, and authorizes, directs, and empowers such attorney, at the Association's option, to carry out the provisions of this Article VI, including representing the Owners in any proceedings, negotiations, settlements, or agreements related the insurance of the Property and the proceeds thereof.

(H) Negligence of Unit Owner. Each Unit Owner shall be liable for the expenses of any maintenance, repair, or replacement rendered necessary by the Owner's negligence (or by that of any member of the Owners' family, guests, employees, agents, invitees, licensees, or lessees) to the extent that such expense is not covered by the proceeds of insurance carried by the Association. A Unit Owner shall pay the amount of any increase in insurance premiums occasioned by the Owner's use, misuse, occupancy, or abandonment of the Owner's Unit, its appurtenances, Common Elements, or Limited Common Elements.

(I) Fidelity Coverage. The Board shall obtain and maintain, at the Association's cost and as a common expense, a fidelity bond or policy providing coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond or policy shall name the 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 the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond or policy is in force. In connection with such coverage, an appropriate endorsement to the bond or policy to cover any persons who serve without compensation shall be added if the bond or 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 days' prior written noticed to the 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 who handles funds of the Association shall maintain a fidelity bond or policy providing coverage no less than that required of the Association, which bond or policy names the Association as an additional obligee.

(J) Commercial Coverage. In addition to paying its share of the Common Expenses attributable to the insurance costs incurred by the Association pursuant to this Article VI, the Owners of the Commercial Unit and the Parking Unit shall maintain at their own expense the following additional insurance coverages, in amounts that are no less than customarily carried in the Owner's trade or business, and shall submit evidence of such coverages to the Association by January 31 of each calendar year.

(1) General Liability Coverage: The Owner of the Commercial Unit shall carry commercial general liability insurance in the broadest from obtainable (including contractual liability coverage) covering the Commercial Unit and the business operations within the Unit. The Owner of the Parking Unit shall carry commercial general liability insurance in the broadest form obtainable (including contractual liability coverage) covering the Parking Unit and all uses thereof. Such coverage in regard to the Commercial Unit and the Parking Unit shall be obtained from an insurer licensed to do business in the State of Ohio, and in no event maintained at less than Three Million Dollars ($3,000,000) per occurrence, and Five Million Dollars ($5,000,000) in the aggregate, for Bodily Injury and Property Damage, including Loss of Use.

(2) Contents Policy: The Owner of the Commercial Unit shall carry Special Perils "all-risk" property coverage, including Loss of Income, of the broadest form available covering all its property, furniture, fixtures, carpets, machinery, equipment, inventory, stock in trade and goods placed in the Commercial Unit. In regard to the Commercial Unit, the policy maintained by the Association pursuant to Article VI (A) shall cover only the Building and the Common Elements, including all structural, unfinished flooring, ceiling, and roof components of the Building.

(3) Workers' Compensation Coverage: The Owner of the Commercial Unit shall at all times carry such Worker's Compensation insurance as required by law.

(4) Motor Vehicle Liability Coverage: The Owner of the Commercial Unit shall carry at all times motor vehicle liability insurance with coverage for all owned, non-owned and hired vehicles utilized to facilitate such Owner's business within the Unit.

ARTICLE VII
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

(A) Except as permitted in this Declaration, and as provided by Article XVIII, XIX, and XX, or by Rules adopted in accordance with this Declaration, no industry, business, trade, or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property. Notwithstanding the preceding sentence, an Occupant may use a portion of his or her Residential Unit for an office or studio so long as the activities therein do not interfere with the quiet enjoyment or comfort of any other Occupant and provided that such use does not result in the Unit becoming principally an office, school, or studio as distinct from a Residential Unit. Furthermore, no trade or business may be conducted in or from any Residential Unit without the Board's prior written approval. Such approval shall be granted so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residential Unit; (b) the business activity conforms to all City zoning requirements; (c) the business activity does not involve persons coming to the Residential Unit who do not reside in the Residential Unit, unless by appointment only; (d) the business activity does not involve door-to-door solicitation of Occupants of the Condominium Property; and (e) the business activity is consistent with the residential character of the Condominium Property and does not constitute a nuisance, hazardous or offensive use, or a threat to the security or safety of other residents of the Condominium Property, as may be determined in the Board's sole discretion. The Board may adopt Rules which intensify, relax, or amend the prohibitions of this Section. Nothing in this Section shall preclude the leasing of a Unit by the Declarant or an Owner; the right of the Declarant to maintain a brokerage or sales office for sales of Units within the Condominium Property; or the right of the Declarant to utilize a Unit for model home and/or for office purposes.

(B) There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements, without the prior consent of the Board except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair the Owner's Unit.

(C) Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit, or in the Common Elements, which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(D) Owners of Residential Units shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside walls of a building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, or exposed on, at or from any window, without the prior written consent of the Board. Notwithstanding the foregoing, a Unit Owner may install a satellite dish (not to exceed one (1) meter in diameter) or television antenna within a Limited Common Element, so long as such installation conforms in all respects to the design,

construction, installation, location, maintenance, and any other reasonable criteria established by the Board. The Board shall determine whether or not the Unit Owner meets such criteria. The criteria shall not cause the Unit Owner to incur unreasonable installation, maintenance or usage costs, nor shall the criteria cause unreasonable interference with a broadcast signal.

(E) No animals, rabbits, livestock, fowl, poultry, or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, or in the Limited Common Elements, except that up to one (1) dog weighing in excess of fifty (50) pounds; two (2) dogs with an aggregate weight of fifty (50) pounds or less; two (2) cats; or one (1) dog and one (1) cat with an aggregate weight of fifty (50) pounds or less may be kept in a Residential Unit. The keeping of pets shall be subject to rules and regulations adopted by the Board including, without limitation, the right to levy fines and enforcement charges against persons who do not clean up after their pets. Furthermore, pets may not be kept, bred, or maintained for any commercial purpose. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days notice from the Board. Pets shall at all times whenever outside a Unit be held to a leash controlled by a responsible person, or otherwise confined in a pet carrier or other appropriate device. The right of an Occupant to maintain domesticated animals in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the same constitutes a nuisance or creates a detrimental effect on the Property or other Occupants.

(F) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

(G) Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the building or which would structurally change the building, except as otherwise provided herein.

(H) No clothes, sheets, blankets, and/or other articles shall be hung out or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

(I) Owners and occupants will not store any personal property on any part of the Common Elements. Motor vehicles may be parked only in those areas designated for parking in the Drawings or by the Board. Balcony and patio areas, if any, must be used for their intended purposes and in accordance with reasonable Rules adopted by the Board.

(J) Except as permitted by the Owner of the Parking Unit in regard to the Parking Unit, no trucks (except two-axle trucks having no more than four tires), buses, boats, camper trailers, house trailers, or other trailers shall be stored, kept, or maintained in any driveway, roadway, or any other Common Element, Limited Common Element, or in any shed (excepting authorized vehicles of the Declarant, the Board, and their respective agents and contractors for construction or maintenance purposes, or other purposes that benefit the Condominium Property).

(K) Except as provided in Section (A) of this Article VII, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property. No "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Condominium Property, or in any Unit therein, except as otherwise set forth in this Declaration. Nothing in this Declaration of the Bylaws shall be construed to prohibit, and the right is hereby reserved by the Declarant, or its agent, and their respective successors and assigns, to use any unsold Unit or Units for offices, sales, model, or display purposes. Notwithstanding this subsection, the Board may, in its sole discretion, adopt reasonable rules governing the placement of a "For Sale" or "For Rent" sign by Owners intending to sell or lease their Ownership Interests.

(L) Nothing will be done which disturbs or potentially disturbs designated "wetlands" within the Property unless all necessary permits are obtained from the governmental authorities having jurisdiction over such wetlands.

(M) Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board.

ARTICLE VIII
SALE OF THE PROPERTY

The Unit Owners by unanimous vote, and with the consent of at least fifty-one percent (51%) of the votes of Eligible Mortgage Holders, may elect to sell the Condominium Property as a whole. Upon such action, it shall become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale. If the Condominium Property is sold, the proceeds of sale shall be received and held by the Association in trust for the benefit of the Unit Owners and their respective mortgagees as their respective interests may appear, and such proceeds shall be disbursed as soon as possible to satisfy first mortgage liens, unpaid assessments, and other liens and encumbrances, with the balance to be distributed to the Unit Owners, in accordance with their interest in the Common Elements of the Hartman Condominium.

ARTICLE IX
REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS, AND REGULATIONS

(A) Abatement and Enjoyment. If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any restriction or condition or Rule adopted by the Board, or the breach of any covenant or provision contained in this Declaration or the Bylaws, the Association shall have, in addition to those hereinafter set forth and as otherwise provided by law, the following rights:

(1) To the extent permitted by law, enter upon the portion of the Condominium Property which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws, or the Rules. Declarant, its successors or assigns, the Board, or their agents shall not thereby be deemed guilty in any manner of trespass; or

(2) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. The Association shall be entitled to be reimbursed for reasonable legal fees incurred in connection with any such action.

(B) Involuntary Sale. If any Unit Owner (either by the Owner's own conduct or by the conduct of any other Occupant of the Owner's Unit) shall violate any of the covenants, restrictions, or provisions of this Declaration, or the Rules adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the right, upon the giving of at least ten (10) days' prior written notice, to terminate the rights of such Unit Owner to continue as an owner and continue to occupy, use, or control the Owner's Unit. Thereupon, an action in equity may be filed by the members of the Board against the Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant or, in the alternative, a decree declaring the termination of the right of such Unit Owner to occupy, use or control the Unit owned by him, and ordering that all the right, title, and interest of the Unit Owner in the Condominium Property shall be sold at a judicial sale upon such notice and terms a the court shall establish, except that the court shall enjoin and restrain such Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall be paid to discharge court costs, mortgages, and any other liens and encumbrances of record, in the order of their priority, and all such items shall be taxed against such Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owning to the Association, or any liens required to be discharged, shall be paid to the Unit Owner. Upon the confirmation of such sale, the Purchaser of such Unit shall thereupon be entitled to a deed to, and immediate possession of, the Unit. The Purchaser may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the Purchaser shall take the interest in the Condominium Property sold subject to this Declaration.

ARTICLE X
AMENDMENT OF DECLARATION

(A) Power to Amend. Except as provided below, amendment of this Declaration shall require the consent of the Unit Owners exercising not less than seventy-five (75%) of the voting power of Unit Owners, the consent of not less than fifty-one percent (51%) of the Eligible Mortgage Holders, and the consent of the Owner of the Commercial Unit. Notwithstanding the foregoing:

(1) The prior written consent of all Unit Owners shall be required for any amendment effecting a change in:

(a) Except as provided by Section (A) of Article XI, the boundaries of any Unit;

(b) Except as provided by Section (A) of Article XI, the undivided interest in the Common Areas pertaining to a Unit, or the allocation of Common Expenses, Common Assessments, Common Losses, Common Profits, or Common Surplus to such Unit;

(c) the number of votes in the Association appertaining to any Unit; or

(d) the fundamental purposes to which any Unit or the Common Areas are restricted.

(2) Subject to Article VI and Article XII, the prior written consent of all Unit Owners and the consent of at least sixty-seven percent (67%) of the Eligible Mortgage Holders shall be required to terminate The Hartman Condominium.

(3) Without a vote of the Unit Owners or the consent of the owner of the Commercial Unit, the Board may amend the Declaration in any manner necessary for any of the following purposes ("Special Amendment"):

(a) To meet the requirements of institutional mortgagees, guarantors, and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;

(b) To meet the requirements of insurance underwriters;

(c) To bring the Declaration into compliance with the Act;

(d) To correct clerical and typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration;

(e) To designate a successor to the person named to receive service of process for the Association.

(4) For purposes of the authority created by Article X, Section (A)(3), a power of attorney is hereby reserved and granted to Declarant and/or the Board to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of the power to the Declarant and/or the Board to vote in favor of, make, and record Special Amendments. The power of attorney herein created shall be deemed coupled with an interest and irrevocable.

(5) Any Unit Owner who is aggrieved by an amendment to the Declaration made by the Board pursuant to Article X, Section (A)(3) may commence a declaratory judgment action to have the amendment declared invalid. Any action filed pursuant to this Article X, Section (A)(5) shall be filed in the Franklin County Court of Common Pleas within one year from the date of the Board's amendment to the Declaration.

(6) To the extent an Eligible Mortgage Holder's approval is required prior to an amendment of the Declaration, such approval shall be implied if the Association submits to such Eligible Mortgage Holder a written proposal describing the amendment by certified or registered mail to the address specified in the Owner's mortgage loan documents with a "return receipt" requested and the Eligible Mortgage Holder does not respond to such proposal within thirty (30) days.

(B) Method to Amend. An amendment to this Declaration (or the Drawings or By-Laws), adopted with the consents described above, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with these provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as required for the execution of this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested by this 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 Franklin County, Ohio.

ARTICLE XI
RELOCATION OF BOUNDARIES

(A) The boundaries between adjoining Residential Units and appurtenant Limited Common Elements may be relocated, and the Undivided Interests in the Common Elements appurtenant to those Residential Units may be reallocated, by an amendment to the Declaration pursuant to the following procedures.

(1) The Owners of the adjoining Residential Units shall submit to the Board a written application for the relocation and reallocation. The application shall be accompanied by the written consents of the holders of all liens on those Residential Units, except liens for real estate taxes and assessments not due and payable. In the application, the Owners may request a specific reallocation of their Undivided Interests in the Common Elements allocated to the adjoining Residential Units.

(2) Unless the Board finds any requested reallocation or relocation to be unreasonable, within thirty (30) days after the Board receives the application, the Association shall prepare, at the expense of the requesting Owners, an amendment to the Declaration executed by the Owners of the affected Residential Units, and the amendment shall include all of the following:

(a) Identification of the affected Residential Units;

(b) Words of conveyance between Owners of the Residential Units;

(c) A specification of the Undivided Interests in the Common Elements and the proportionate shares of Common Surplus, Common Profits, Common Expenses, Common Assessments, and Common Losses resulting from the relocation and reallocation; and

(d) A specification of the proportionate voting powers in the Association of the affected Residential Units resulting from the relocation and reallocation, the total of which shall equal the interests, shares, and powers of the former adjoining Residential Units.

(3) At the expense of the Owners of the affected Residential Units, the Association shall record the amendment to the Declaration together with both of the following:

(a) Any drawing, plat, or plans necessary to show the altered boundaries of the affected Units; and

(b) The dimensions and identifying number of each Unit that results from the relocation and reallocation.

(B) Existing liens automatically shall attach to each Residential Unit resulting from the relocation and reallocation.

(C) Rights to the use of Limited Common Elements may be reallocated between or among Residential Units by an amendment to the Declaration pursuant to the following procedures.

(1) The Owners of the affected Residential Units shall prepare and execute at their expense an amendment to the Declaration that identifies the affected Residential Units and specifies the reallocated rights to the affected Limited Common Elements.

(2) The Owners of the affected Residential Units shall submit to the Board the amendment, accompanied by the written consents of the Owners of all affected Residential Units and the holders of all liens on those Residential Units (except liens for real estate taxes and assessments not yet due and payable).

(3) At the expense of the Owners of the affected Residential Units, the Association shall record the submitted amendment to the Declaration.

(D) The Board may delegate certain Common Elements, as shown on the Drawings or described on Exhibit F attached hereto, to the use of a certain Unit or Units, to the exclusion of all other Units ("Exclusive Use Area"). The delegation of a Common Element to an Exclusive Use Area may be subject to criteria that the Association establishes, including the payment of an additional fee that is part of each benefited Unit's Common Expenses and that is only to be used for the Exclusive Use Area. Nothing in this Article XI, Section (D) shall affect a Unit Owner's right to exclusive use of any Common Element that the Declaration designates as a Limited Common Element appurtenant to the Owner's Unit. The Board shall have the right to rescind the designation of any Common Element as an Exclusive Use Area.

ARTICLE XII
CONDEMNATION

(A) If the entire Condominium Property is taken by eminent domain or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the Hartman condominium shall terminate. Any common condemnation award shall be apportioned among the Unit Owners in accordance with their respective interests in the Common Elements. The Association shall as soon as practicable determine the share of the condemnation award to which each Unit Owner is entitled and each such share shall be paid into separate accounts and disbursed as soon as practicable to the Unit Owners entitled to same. No Unit Owner, however, shall receive any portion of the Owner's share of such award until all liens and encumbrances on the Owner's Unit have been paid, released, or discharged.

(B) If less than the entire Condominium Property is taken or condemned, or sold or otherwise disposed of in lieu or avoidance thereof, the Condominium Property hereunder shall not terminate. Each Unit Owner shall be entitled to a share of any common condemnation award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Unit Owners, as follows:

(1) The total amount allocated to the taking of, or injury to, the Common Elements shall be apportioned among Unit Owners in proportion to their respective percentages of interest in the Common Elements.

(2) The total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned.

(3) The respective amounts allocated to the taking of or injury to a particular Unit and/or improvements a Unit Owner has made within his own Unit shall be apportioned to the particular Unit involved.

(4) The total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances.

(5) If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award, the Association shall employ such allocation to the extent it is relevant and applicable.

(6) Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Unit Owners and their respective mortgagees.

(C) If a partial taking results in the taking of a complete Unit, the Unit Owner thereof automatically shall cease to be a member of the Association. Thereafter, the Board shall reallocate the ownership, voting rights, assessment ratio, and other rights determined in

accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall file an amendment of this Declaration evidencing such reallocation, which amendment need only be approved by the Board and by all Unit Owners whose undivided interests in the Common Elements are affected.

(D) The payment of funds by the condemning authority pursuant to this Article XII, and any reconstruction and repair necessitated by condemnation, shall be governed by the procedures specified in Article VI hereof (INSURANCE AND RECONSTRUCTION).

(E) Each Unit Owner and his respective mortgagee by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case may be, hereby irrevocably appoints the Association as its attorney-in-fact, coupled with an interest, and authorizes, directs, and empowers such attorney, at the Association's option, to carry out the provisions of this Article XII, including representing the Owners in any proceedings, negotiations, settlements, or agreements related the condemnation of the Property.

(F) The holder, insurer, or guarantor of a first mortgage on a Unit shall receive timely written notice of any condemnation that affects either a material portion of The Hartman Condominium or the Unit securing its mortgage.

(G) Following an event of substantial condemnation, the Hartman may be terminated and removed from the provisions of the Act by the unanimous vote of the Owners and the approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders. A condemnation shall be deemed "substantial" if it results in either (i) the loss from the Condominium Property of property equal in size to fifty-one percent (51%) of the total square footage of all the Units or (ii) results in the total aggregate value of the Condominium Property declining by more than fifty-one percent (51%), as measured immediately before and after the condemnation.

ARTICLE XIII
RIGHTS OF FIRST MORTGAGEES

The following provisions inure to the benefit of each holder, insurer, or guarantor of a first mortgage encumbering a Unit.

(A) Default By Unit Owner. The holder of any first mortgage encumbering a Unit in respect of which the Unit Owner shall be in default for a period of sixty (60) days in the performance of the Owner's obligations under this Declaration, the Bylaws, and/or Rules shall be provided with notice of said default by the Association. Within sixty (60) days after receiving said notice from the Association, the holder of the mortgage encumbering said Unit may (but shall not be obligated to do so) cure said default. If, however, said default is not curable within that sixty (60) day period by reason of delay(s) beyond the reasonable control of said mortgagee, then, providing said mortgagee has commenced to cure said default within said sixty (60) day period and has continued thereafter with due diligence to complete the curing of said default, the time within which said mortgage shall be permitted to cure said default shall be extended for a period co-extensive with said delay(s).

(B) Statement of Default. A first mortgagee, upon written request to the Board, shall be given a written statement by the Board of the number of Unit Owners who are more than one (1) month delinquent in the payment of monthly Common Assessments at the time said written request is received by the Board.

(C) Compliance with Mortgage Insurance Regulations. In general, and in order to facilitate the marketability of the Units, the Board shall comply, to the best of its ability, with requests by first mortgagees for information required by regulation or policy of the Federal Home Loan Bank Board, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Department of Housing and Urban Development, the Federal Housing Corporation, the Veteran's Administration, a private mortgage insurance company, a secondary mortgage market lender, or by any other governmental insurer or guarantor of the first mortgage on a Unit. Notwithstanding this Section (C) of Article XIII, nothing herein shall be construed as obligating the Declarant or the Association to conform this Declaration, Bylaws, Rules, Condominium Instruments, or any other documents to the requirements of any lender or insurer of mortgage loans secured by a Condominium Ownership Interest.

(D) Notices to Mortgagees. Upon written notice to the Association, each mortgagee shall have the right to receive notices of all meetings of the Association and to designate a representative to attend any such meeting. Furthermore, the holder, insurer, or guarantor of a first mortgage on a Unit shall receive timely written notice from the Association of the following:

(1) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(2) Any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage.

(3) Any proposed action that requires the consent of a specified percentage of first mortgage holders.

(E) Other Notices to Each Holder, Insurer, or Guarantor. Timely notice shall be given to Eligible Mortgage Holders of the following.

(1) Any proposed amendment that effects a change in:

(a) the boundaries of any Unit or the Limited Common Elements appertaining thereto;

(b) the interests in the Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto;

(c) the voting rights appertaining to any Unit; or

(d) purposes to which any Unit or the Common Elements are restricted.

(2) Any proposed termination of the Condominium Property.

(F) Special Federal Home Loan Mortgage Corporation Provisions.

(1) Except as required by the Act, unless Unit Owners exercising at least seventy-five (75%) of the voting power of the Association, the Owner of the Commercial Unit, and no less than fifty-one percent (51%) of the Eligible Mortgage Holders give their consent, the Association shall not effect amendments to the Condominium Instruments that would change:

(a) voting rights;

(b) Common Assessments, liens for Common Assessments, or the priority of liens for Common Assessments;

(c) responsibilities for maintenance, repair, and replacement of the Common Elements, or other maintenance and repair responsibilities;

(d) rights to the use of Common Elements;

(e) the allocation of interests in the Common Elements or Limited Common Elements, except as provided by Article XI;

(f) any Unit boundaries, except as provided in Article XI;

(g) convert units into Common Elements, or vice versa, except as provided in Article XI and Article XX;

(h) expansion or contraction of the Hartman Condominium, or addition, annexation, or withdrawal of the Property to or from the Hartman Condominium;

(i) requirements for insurance policies or fidelity bonds;

(j) leasing of Units;

(k) imposition of any restrictions on a Unit Owner's right to sell or transfer or otherwise convey the Owner's Unit;

(l) a decision of the Association to establish self-management when professional management has been required previously by the Condominium Instruments or by an Eligible Mortgage Holder;

(m) restoration or repair of the Hartman Condominium (after a hazard, damage, or partial condemnation) in a manner other than that specified in the Condominium Instruments;

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

(o) any provisions that expressly benefit mortgage holders, insurers, or guarantors; or

(p) the reallocation of undivided interests in the Common Elements resulting from a partial condemnation or partial destruction.

(2) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from Eligible Mortgage Holders or Unit Owners or a larger percentage vote as otherwise required for any of the actions contained in this Declaration or required by the Act.

(3) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Elements and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy for the Common Elements. First mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

(4) The implied approval of a first mortgagee may be assumed when such first mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

(G) Audited Financial Statements. If at any time the Hartman includes more than fifty (50) Units, the Association shall have an audited financial statement for the preceding fiscal year prepared and made available to the Owners and Eligible Mortgage Holders within 120 days following the end of the Association's fiscal year. In any year the Hartman consists of less than fifty units, any Eligible Mortgage Holder may have an audited financial statement prepared at its own cost. The Association shall provide the financial the information required by the Eligible Mortgage Holder to prepare such audited financial statement in accordance with generally accepted accounting principles.

ARTICLE XIV
ALIENATION OF UNITS

(A) Unit Owner's Right of Transfer. The Association shall have no right of first refusal with respect to the purchase or lease of a Unit, and a Unit Owner shall be able to transfer his Unit freely by sale, gift, devise, lease or otherwise without restriction except as otherwise expressly stated in this Declaration.

(B) Unit Owner's Right to Lease Unit. The right of any Unit Owner to lease a Unit to another Occupant shall be governed as follows.

(1) Any Unit Owner shall have the right to lease all, but not less than all, of the Owner's Unit upon such terms and conditions as the Unit Owner may deem advisable, except that no Unit shall be leased or sub-leased for transient or hotel purposes. A lease shall be deemed to be a lease or sublease for transient or hotel purposes if (i) the lease is for a period of less than twelve (12) months; or (ii) the Occupants under the lease are to be 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.

(a) Any lease or sublease of a Unit shall be in writing and shall provide:

(i) that the lease or sublease shall be subject to the terms of this Declaration, the Bylaws, and Rules and that any failure of a lessee to comply with the terms of this Declaration, the Bylaws, and Rules shall be a default under the lease or sublease; and

(ii) that the Association shall have the right to require the Unit Owner to deposit with the Association such an amount not to exceed one (1) month's rent as security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws, and Rules;

(b) The limitations with respect to the leasing of Units shall not apply to with respect to the following:

(i) Any lease entered into by the Declarant;

(ii) An Eligible Mortgage Holder in connection with a mortgage foreclosure (or acceptance of a deed in lieu of foreclosure).

(2) A tenant occupying a Unit shall comply with all covenants, conditions, and restrictions set forth in the Declaration, Bylaws, and the Rules, as lawfully amended. Violations of those covenants, conditions, or restriction shall be grounds for the Association or any Unit Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorney's fees in both types of action.

(a) Except as otherwise provided in the Declaration or Bylaws, the Association may initiate eviction proceedings pursuant to Chapters 5321 and 1923 of the Ohio Revised Code to evict a tenant for violation of this Article XIV. The action shall be brought by the Association, as the Unit Owner's agent, in the name of the Unit Owner.

(b) In addition to any procedures required by Chapters 5321 and 1923 of the Ohio Revised Code, the Association shall give the Unit Owner at least ten (10) days' written notice of the intended eviction action.

(c) The cost of an eviction action pursuant to this Section, including reasonable attorney's fees, shall be charged to the Unit Owner and the Association may file against that Unit.

(d) The remedies to the Association under this section are in addition to the remedies accorded the Association in Article XV of this Declaration.

(e) The provisions of this Article XIV shall be subject to the rights of the Owners of the Commercial Unit and the Parking Unit pursuant to Article XVIII and XIX.

(C) Names of Owners and Occupants of Units. To enable the Association to maintain accurate records of the names, addresses, and phone numbers of Unit Owners and other Occupants of Units, each Unit Owner agrees to notify the Association in writing within five (5) days after such Unit Owner's Unit has been transferred or leased to another person. In addition, each Unit Owner agrees to provide to a Purchaser or lessee of the Owner's Unit a copy of this Declaration (including amendments thereto), the Bylaws (including amendments thereto), the Rules, and other relevant documents.

(D) Association Making Information Available. The Association shall make available to Unit Owners, lenders, and holders and insurers of first mortgages on any Unit current copies of this Declaration, the Bylaws, Rules, and other books, records, and financial records of the Association. The Association shall also make available such information to prospective purchasers. "Available" shall at least mean available for inspection upon request, during normal business hours, or under other reasonable circumstances. Upon written request by any agency or corporation who makes, purchases, sells, insures or guarantees mortgages on Units, the Association shall prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding year. The Association shall have the right to impose a reasonable fee for the cost of copying such information. Notwithstanding the foregoing, the Association is not required to permit the examination and copying of the following:

(1) Information pertaining to personnel matters pertaining to the condominium property. The term "personnel matters" shall be limited to employees of the Association and the Declarant;

(2) Communications with legal counsel or attorney work product pertaining to pending litigation or other condominium property-related matters;

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

(4) Information that relates to the enforcement of the Declaration, Bylaws, or Rules against specific Unit Owners; and

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

ARTICLE XV
COMPLIANCE AND NON-MONETARY DEFAULT

(A) Enforcement. The enforcement of the terms of the Declaration, Bylaws, and Rules shall be governed in accordance with this Article XV, except for the nonpayment of Common Assessments which shall be governed by Article V.

(1) In the event any Unit Owner, or Occupant of the Owner's Unit, violates the terms of the Declaration, Bylaws, or Rules, the Association shall notify the Unit Owner and, if appropriate, the Occupant, of the violation by written notice. The Association shall proceed to employ the enforcement procedures herein established if:

(a) The violation is not cured as soon as is reasonably practical, and in any event within seven (7) days after the Association provides written notice;

(b) The violation is not capable of being cured within seven (7) days after the Association provides written notice;

(c) The Unit Owner fails to commence and diligently proceed to completely cure, or cause the complete cure, of such violation as soon as is reasonably practical; or

(d) The same or any reasonably similar violation is thereafter repeated.

(2) The Association may employ, at its option, any of the following enforcement procedures:

(a) Impose a fine against the Unit Owner or other Occupant as provided in Subsection (B) of this Article XV;

(b) Commence an action to enforce performance on the part of the Unit Owner or Occupant, and to require the Unit Owner to correct such violation, or for such other relief as may be necessary under the circumstances, including injunctive relief;

(c) The Association may itself perform any act or work required to correct such violation and, either prior to or after doing so, may charge the Unit Owner with all reasonable costs incurred or to be incurred by the Association in connection therewith, plus a service fee equal to fifteen percent (15%) of such costs. In connection with the foregoing, the Association may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition, or improvement which is unauthorized or not maintained in accordance with the provisions of this Declaration, and may take any and all other action reasonably necessary to correct the applicable violation;

(d) Commence an action to recover damages.

(B) Fines. The imposition of fines by the Board for violations of the Declaration, Bylaws, and Rules shall be governed in accordance with the rules herein established.

(1) The amount of any fine shall be a reasonable amount as determined by the Board. Prior to imposing a fine, the Unit Owner or other Occupant, as appropriate, shall be afforded an opportunity for a hearing after reasonable notice to the Unit Owner and Occupant (if the fine is levied against the occupant) of not less than fourteen (14) days, which notice shall include the following:

(a) a statement of the date, time, and place of the hearing;

(b) a statement of the allegedly violated terms of the Declaration, Bylaws, or Rules;

(c) a short and plain statement of the matters asserted by the Association.

(2) A Unit Owner or other Occupant, as appropriate, shall have the opportunity at such hearing to respond, to present evidence, to provide written and oral argument on all issues involved, and shall have the opportunity to review, challenge, and respond to any material considered by the Association.

(3) At such hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred. If the Board so determines, it may impose such fine as it deems appropriate by written notice to the Unit Owner or other Occupant, as appropriate.

(4) If the party requesting the hearing fails to attend the hearing as set by the Board, provided the hearing has been scheduled at a reasonable time and place, the party shall be deemed to have admitted the allegations contained in the notice of violation.

(5) Any fine imposed by the Board shall be due and payable within ten (10) days after written notice of the imposition of the fine or, if a hearing is timely requested, within ten (10) days after written notice of the decision of the Board at the hearing.

(6) Any fine levied against a Unit Owner shall be deemed a Common Assessment and if not paid when due, all of the provisions of this Declaration relating to the late payment of Common Assessments shall be applicable except as otherwise provided by the Act. If any fine is levied against an Occupant other than a Unit Owner and is not paid within ten (10) days after the same is due, the Association shall have the right to evict the Occupant as hereinafter provided.

(C) Negligence. A Unit Owner shall be liable and may be charged by the Association for the expense of any maintenance, repair, or replacement rendered necessary by the Owner's act, neglect, or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association or the Owner of the Commercial Unit or Parking Unit.

Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit or its appurtenances or of the Common Elements.

(D) Responsibility of Unit Owner for Tenants. Each Unit Owner shall be responsible for the acts and omissions, whether negligent or willful, of any Occupant of the Owner's Unit, and for all employees, agents, invitees, licensees, and guests of the Unit Owner or Occupant of the Owner's Unit. In the event the acts or omissions of any of the foregoing parties results in any damage to Condominium Property, or any liability to the Association, the Unit Owner shall be charged to the extent such damages are not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, the Bylaws, or the Rules by such parties shall also be deemed a violation by the Unit Owner, and shall subject the Unit Owner to the same liability as if such violation was committed by the Unit Owner.

(E) Costs and Attorney's and Paralegal's Fees. In any legal proceeding commenced by the Association to enforce this Declaration, the Bylaws, and Rules, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees and paralegal's fees. Any such cost or attorney's and paralegal's fees awarded to the Association in connection with any action against any Unit Owner shall be treated in the same manner as Common Assessments collected by the Association.

(F) No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction, or any other provision of this Declaration, the Bylaws, or the Rules, as amended from time to time, shall not constitute a waiver of the right to do so thereafter.

(G) Joint and Several Liability. The Association may, at the Association's option, deem a Unit Owner and any Occupant of a Unit jointly and severally liable for any fines, damages, or repair and reconstruction costs levied against the Unit Owner or the Occupant.

ARTICLE XVI
REMOVAL FROM CONDOMINIUM OWNERSHIP

For reasons other than substantial destruction or condemnation, in which such cases Articles VI and XII shall apply, by the unanimous consent of all Unit Owners, and at least sixty-seven percent (67%) of the Eligible Mortgage Holders, the Association may elect to remove the Condominium Property from the provisions of the Act. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Franklin County, Ohio. Such certificate shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or part of the Common Elements have been paid, released, or discharged. Such certificate shall also be signed by all the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on the Owner's Unit or Units have been paid, released, or discharged.

ARTICLE XVII
TRANSFER OF SPECIAL DECLARANT RIGHTS

(A) A Declarant may transfer Special Declarant Rights created or reserved under the Act or provided in the Condominium Instruments by an instrument evidencing the transfer recorded in the land records of the County in which the Condominium Property is located. The instrument is not effective unless executed by both the transferor and transferee.

(B) Upon transfer of any Special Declarant Right, the liability of a transferor Declarant is as follows:

(1) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon the transferor Declarant by the Act. Lack of privity (direct contractual relationship) does not deprive the Association or any Unit Owner of standing to bring an action to enforce any obligation of the transferor.

(2) If the successor to any Special Declarant Right is an Affiliate of a Declarant, the transferor is jointly and severally liable with the successor for any obligation or liability of the successor which related to the Condominium Property.

(3) If a transferor retains any Special Declarant Rights, but transfers other Special Declarant Rights to a successor who is not an Affiliate of the Declarant, the transferor is also liable for any obligations and liabilities relating to the retained Special Declarant Rights imposed on a Declarant by the Act or the Condominium Instrument arising after the transfer.

(4) A transferor has no liability for any act or omission, or any breach of contractual or warranty obligation, arising from the exercise of a Special Declarant right by a successor Declarant who is not an Affiliate of the transferor.

(C) Unless otherwise provided in a mortgage held by a first mortgagee, in case of foreclosure of a mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, or sale under the Bankruptcy Code or receivership proceedings, of any Units owned by a Declarant in the Condominium Property, a person acquiring title to all the Units being foreclosed (or deed in lieu of foreclosure) or sold, but only upon his request, succeeds to all Special Declarant Rights related to such Units, or only to any rights reserved in the Condominium Instruments to maintain models, sales offices, customer service offices, and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Declarant Rights requested.

(D) Upon foreclosure (or deed in lieu of foreclosure), tax sale, or judicial sale of any Units in the Condominium Property owned by a Declarant:

(1) The Declarant ceases to have any Special Declarant Rights.

(2) The right of a Declarant to elect or designate Board Members pursuant to the Bylaws and the Act shall terminate, unless the judgment or instrument conveying title provides for transfer of all Special Declarant Rights held by that Declarant to a successor Declarant.

(E) The liabilities and obligations of persons who succeed to Special Declarant Rights are as follows:

(1) A successor to any Special Declarant Right who is an Affiliate of a Declarant is subject to all obligations and liabilities imposed on the transferor by the Act or by the Condominium Instruments.

(2) A successor to any Special Declarant Right other than a successor described in paragraphs (3) or (4) of this Subsection, who is not an Affiliate of a Declarant, is subject to all obligations and liabilities imposed by the Act or the Condominium Instruments as follows:

(a) Those obligations and liabilities imposed on a Declarant which relate to such Declarant's exercise or non-exercise of Special Declarant Rights; or

(b) Those obligations and liabilities imposed on the transferor, other than for:

(i) misrepresentations by any previous Declarant;

(ii) warranty obligations on improvements made by an previous Declarant;

(iii) breach of any fiduciary obligation by an previous Declarant or appointees to the Board of Directors;

(iv) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

(3) A successor to only a Special Declarant Right reserved in the Condominium Instruments to maintain models, sales offices, customer service offices and signs, if such successor is not an Affiliate of a Declarant, may not exercise any other Special Declarant Right, and is not subject to any liability or obligation as a Declarant, except the obligation to provide a Disclosure Statement under Sections 5311.25, 5311.26, and 5311.27 of the Act and any liability arising as a result.

(4) A successor to all Special Declarant Rights held by the transferor who is not an Affiliate of that Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under Subsection (B), may declare the intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all Special Declarant Rights to any

person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right held by the transferor to control the Board of Directors in accordance with the provisions of the Act and the Condominium Instruments for the duration of the period that a Declarant has the right to elect or designate Board Members, and any attempted exercise of those rights is void. So long as a successor Declarant my not exercise Special Declarant Rights under this subsection, such successor Declarant is not subject to any liability or obligation as a Declarant.

(F) Nothing in this Article subjects any successor to a Special Declarant Right to any claims against or other obligations of a transferor Declarant, other than claims and obligations arising under the Act and Condominium Instruments.

ARTICLE XVIII
THE COMMERCIAL UNIT

Notwithstanding any other term, covenant, or condition of this Declaration, ownership of the Commercial Unit shall include the following rights and obligations.

(A) Hours of Operation. The Association may not restrict the hours of operation of any business conducted in the Commercial Unit.

(B) Purpose. The Commercial Unit may be utilized for any lawful business, except for the following prohibited uses which may be conducted only upon the Association's prior written consent which shall be provided in the Association's sole and absolute discretion:

(1) the operation of a liquor store or other venue operated predominantly for the sale of alcoholic beverages; provided that such prohibition shall not extend to the operation of a restaurant, fast food establishment, deli, or similar business with sales of alcoholic beverages equal to 50% or less of such business's gross sales.

(2) the operation of an adult bookstore or similar establishment engaged primarily in the business of selling pornographic materials.

(3) the operation of a massage parlor. Such prohibition shall not include the office of any physician, chiropractor, or other medical practitioner duly licensed and in good standing to practice under the laws of the State of Ohio.

(4) the operation of a hotel, rooming house, or other business established for the purpose of providing transient housing.

(5) the operation of an off-track betting or other gambling establishment.

(C) Alterations. Subject to applicable federal, state, or local laws and Article III of this Declaration, the Owner may alter the exterior or interior of the Commercial Unit as required for any reasonable business purpose. Such alterations may include, without limitation, the installation or replacement of the Commercial Unit's exterior facade.

(D) Convertible Units. In accordance with Article XIX hereof, the Commercial Unit shall be a "convertible unit" as such term is defined and used in O.R.C. §§5311.01(Q) and 5311.033. If any Unit resulting from the conversion of the Commercial Unit shall be used for commercial purposes, such Unit and the rights of its Owner shall be subject to, and governed by, this Article XVIII. The Owner of such Unit shall maintain the insurance coverages specified under Article XI(J).

(E) Leasing. Except as provided herein, any lease of the Commercial Unit shall be subject to the requirements of Article XIV(B).

(1) The Commercial Unit may be leased in whole or in part to one or more tenants, as determined in the Owner's sole and absolute discretion.

(2) The Association may not require the Unit Owner or the tenant to make any deposit with the Association as security to assure the Owner's or tenant's compliance with this Declaration, the Bylaws, and Rules.

(3) The Association shall notify and afford the Owner a ninety (90) day cure period prior to instituting any proceeding to evict a tenant from the Commercial Unit; provided that the Association shall not be required to afford more than two (2) such cure periods during any twelve (12) month period.

(F) Signage. The Owner of the Commercial Unit shall have the right to install a sign conforming with the applicable zoning ordinances of the City of Columbus on the exterior of the Building, provided such sign shall be located within the boundaries of the Commercial Unit as defined in Article II(B) hereof. Any sign to be located outside the boundaries of the Commercial Unit shall be subject to the prior approval of the Association, which approval shall not be unreasonably withheld. Upon sixty (60) days notice to the Owner, and provided the Owner does not provide the Association a written notice of objection within such sixty (60) day period, the Association may remove any sign installed pursuant to this Article XVIII(F) if such sign no longer reflects the identity or character of the commercial activity being conducted within the Commercial Unit, or if the Commercial Unit is vacant.

ARTICLE XIX
THE PARKING UNIT

(A) Notwithstanding the Association's general responsibility for the care, maintenance, and repair of the Parking Lot, the Owner of the Parking Unit shall keep the Parking Unit free of abandoned property, inoperative vehicles, illegal substances, and hazardous conditions.

(B) The Parking Unit, including portions of the Parking Unit converted to Parking Space Units in accordance with Article XX hereof, shall be used as a motor vehicle parking lot and for no other purpose, except as approved by the Association in its sole and absolute discretion.

(C) The Owner of the Parking Unit may require other Owners or Occupants of Units in the Hartman to enter into license, lease, or other rental agreements as a condition to permitting such Owners and Occupants to park any vehicle within the Parking Unit. The Owner of the Parking Unit shall determine the rates, charges, conditions, and other terms of any such agreements and shall not be subject to the provisions of Article XIV(B) of this Declaration.

(D) Notwithstanding the Association's responsibility for the maintenance, care, and repair of the Parking Lot, the Owner of the Parking Unit may, at its sole cost and expense and solely within the confines of the Parking Unit, construct fences, additional lighting, parking blocks, striping, carports and other installations appropriate for the operation of a commercial parking lot, provided that such installations may not unreasonably interfere with the rights of other Owners created pursuant to Article III hereof.

ARTICLE XX
CONVERTIBLE UNITS

(A) The Fifth Floor Unit, the Sixth Floor Unit, the Parking Unit, and the Commercial Unit shall constitute Convertible Units that, at the discretion of the Owner of each of such Units, may be subdivided to create additional Units, Common Elements, and Limited Common Elements as provided by Section 5311.033 of the Act.

(B) To cause the conversion of a Convertible Unit, the Owner shall comply with all requirements of Section 5311.033 of the Act, including the preparation of (i) an amendment to this Declaration describing the intended conversion and (ii) revised Drawings graphically showing the new Units, Common Elements, and Limited Common Elements to be created. The Owner of a Convertible Unit shall pay all costs associated with the conversion of such Unit.

(C) The Undivided Interest and voting power appurtenant to a Convertible Unit shall be reallocated to the new Units as determined in the discretion of the Convertible Unit's Owner, provided (i) the total aggregate Undivided Interests and voting power allocated to the new Units shall equal the Undivided Interest and voting power of the Convertible Unit prior to such conversion and (ii) such allocation shall be consistent with the requirements of the Act.

(D) The number and design of all Units, Common Elements, and Limited Common Elements to be created shall be determined in the discretion of the Owner of the Convertible Unit to be converted, provided that any such conversion shall comply with all applicable building, health and safety codes and may not otherwise impair the structural integrity of the Building.

(E) In conjunction with any conversion, the Owner of a Convertible Unit may access, modify, relocate, reconstruct, or otherwise alter any Common Element located within the bounds of the Convertible Unit, or immediately adjacent to the Convertible Unit, as necessary to complete the construction of new Units, Common Elements, and Limited Common Elements within the space occupied by the Convertible Unit, provided that (i) no such alteration may for the period of construction result in the loss of electricity, natural gas, water, or other utility service to any other Unit for more than ten (10) hours in any one (1) day, and in no event on a permanent basis, unless otherwise agreed by the Owner of the affected Unit and (ii) no such alteration may, following construction completion, impair any other Owner's enjoyment and use of the Common Elements as constructed prior to the conversion. No Owner's use and enjoyment of any Common Elements related to the provision of heating, air conditioning, and utility services, including, but not limited to, pipes, wiring, and other conduits, shall be deemed impaired if, upon the conversion of a Convertible Unit, the Owner continues to enjoy heating, air conditioning, and utility services to such Owner's Unit at substantially the same cost and quality as prior to the conversion.

(F) Any Unit created following the conversion of the Fifth Floor Unit or the Sixth Floor Unit shall be treated as a Residential Unit, and any Unit created following the conversion of the Commercial Unit shall be treated as a Commercial Unit, for all purposes under this Declaration and the Bylaws.

(G) Notwithstanding any other provision of this Article XX, the Parking Unit may be converted for the purpose of creating Parking Space Units or additional parking spaces that shall be made appurtenant to other Units. Any conversion of the Parking Unit shall be subject to the following provisions:

(1) The Parking Unit may be converted, in either a single or a series of conversions meeting the requirements of this Article XX, to create as many parking spaces, in the form of either Parking Space Units or Limited Common Elements appurtenant to other Units, as may be permitted under all applicable ordinances and zoning requirements.

(2) Each Parking Space Unit and Limited Common Element so created shall be no larger than necessary to park an automobile, full-sized pick-up truck, or sports utility vehicle.

(3) The amendment to the Declaration prepared in conjunction with each conversion of the Parking Unit creating one or more Parking Space Units shall assign a Par Value to each Parking Space Unit thus created in accordance with reasonable criteria determined by the Owner of the Parking Unit including, but not necessarily limited to, location and market value. At no time shall the aggregate Par Value of the Parking Unit and all Parking Space Units exceed the Par Value allocated to the Parking Unit pursuant to this Declaration as initially filed of record.

(4) The Undivided Interest appurtenant to each Parking Space Unit shall be determined in accordance with the proportion the Par Value allocated to such Parking Space Unit bears to the total aggregate Par Value of all Units.

(5) Parking Space Units shall not be Convertible Units.

(6) Parking Space Units shall not be allocated voting rights in the Association.

(H) To the extent this Declaration designates any portion of the Parking Lot as a Limited Common Element appurtenant to a Convertible Unit, the Owner of the Convertible Unit may reallocate the Limited Common Element to another Unit following the Convertible Unit's conversion. Such reallocation must be made pursuant to a written agreement between the Owner of the Convertible Unit and the Owner of the Unit to which the Limited Common Element will be made appurtenant. The Owner of the Convertible Unit shall provide a copy of any such agreement to the Association prior to completing any conversion.

(I) The amendment to the Declaration to be filed in conjunction with any conversion of a Convertible Unit shall be limited in scope and purpose to (i) the description of each Unit to be created; (ii) the identification of Common Elements to be created from the Convertible Unit; (iii) the assignment of Limited Common Elements created from the Convertible Unit to the Units

created from the Convertible Unit; (iv) the reassignment of one or more Limited Common Elements originally assigned to the Convertible Unit to one or more other Units pursuant to the agreement of the respective Owners; and (v) the reallocation of the Convertible Unit's Undivided Interest and voting power between or among the Convertible Unit and the Units to be created from the Convertible Unit.

(J) The Owner of a Unit with a parking space appurtenant as a Limited Common Element may enter into an agreement to license the use of such Limited Common Element by another Owner or a third party. The terms and conditions of any such agreement, including the consideration to be paid for such license, shall be determined by a written agreement between the licensee and the Owner of the Unit to which the Limited Common Element is appurtenant. The Owner of the Unit to which the Limited Common Element is appurtenant shall deliver a copy of any such agreement to the Association.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

(A) Right of Declarant to Act as Board of Directors. Declarant reserves unto itself the right to manage, control, and exercise all of the rights of the Association in accordance with and to the extent permitted by the provisions of Sections 5311.08(D) and 5311.25 of the Act, as such may be subsequently amended.

(B) Record of Mortgagees of Units. Any Unit Owner who mortgages the Owner's Ownership Interest shall notify the Association, in such manner as the Association may direct, of the name and address of the mortgagee. Thereafter, the Unit Owner shall notify the Association of the payment, cancellation, or other alteration in the status of such mortgage. The Association shall maintain such information in a record entitled "Mortgagees of Units."

(C) Rights of Mortgagees of Units to Receive Notes. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership Interest shall be given a copy and all notices permitted or required by this Declaration to be given to the Owners or Owners whose Unit Ownership Interest is subject to such mortgage or deed of trust.

(D) Notice to Association. Notices required to be given to the Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail to such member or officer at such member's or officer's Unit.

(E) Notices. All notices required or permitted hereunder, and under the Bylaws and the Act, to the Declarant, the Association, and the Board of Directors and its delegates shall be in writing and shall be given by personal delivery or sent by regular U.S. mail to the board of Directors or its designees at the address of the Condominium Property, or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All notices to the Declarant shall be sent by registered or certified mail, return receipt requested, to: 150 East Main Ltd.., c/o Plaza Properties, Inc., 3016 Maryland Avenue, Columbus, Ohio 43209, Attention Stephen P. Campbell, or to such other address as Declarant or its counsel may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by personal delivery or sent by regular U.S. mail to such Unit Owner's Unit address or to such other address as may be designated by such Owner from time to time, in writing, to the Board. All notices shall be deemed to have been given and therefore effective not later than forty-eight (48) hours after the date that such notice is deposited in the U.S. Mail, except notices of change of address which shall be deemed to have been given when received, and except otherwise provided herein. Any notice required or permitted to be given to any Occupant of a Unit, other than a Unit Owner, shall effectively be given if hand delivered to such Occupant, placed in such Occupant's mailbox, or placed under the door of such Occupant's Unit.

(F) Title to Units Subject to Declaration. Each grantee of the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration and in the documents referred to in this Declaration, and

all rights, benefits, and privileges of every nature hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Condominium Property, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

(G) Non-Liability of Declarant. Except as otherwise provided in the Act, neither Declarant nor its representatives, successors, or assigns shall be liable for any claim whatsoever arising out of, or by reason of, any actions performed pursuant to any authorities granted or delegated to it by, or pursuant to, this Declaration or the Bylaws in Declarant's capacity as owner, manager, or seller of the Condominium Property, whether or not such claim (1) shall be asserted by a Unit Owner, an Occupant of a Unit, the Association, or by any person or entity claiming through them; or (2) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (3) shall arise ex contractu or (except in cases of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, Occupant of a Unit, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility service (heat, air conditioning, electricity, gas, telephone, water or sewage).

(H) Declarant Assessments. Except as otherwise provided in the Act, the Declarant shall not be required to pay any assessments or monies to finance any claim or litigation against the Declarant.

(I) Non-Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(J) Saving Clause. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

(K) Rule Against Perpetuities. If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, (3) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States of America, and Richard Cheney, Vice President of the United States of America.

(L) Headings. The headings and captions in this Declaration and the Bylaws are inserted only as a matter of convenience and for reference purposes. The headings in captions in

no way define, limit, or describe the scope or intent of this Declaration or the Bylaws, nor in any way affect this Declaration or the Bylaws.

(M) Gender. The use of the masculine gender herein or in the Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

(N) Rights of Action. The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners for failure to comply with the provisions of this Declaration, Bylaws, Rules, or other Condominium Instruments, or with decisions of the Association which are made pursuant to authority granted the Association in such documents. Unit Owners shall have similar rights of action against the Association.

(O) Liberal Interpretation. The provisions of this Declaration shall be liberally interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a first-class Condominium Property.

(P) Successors and Assigns. The provisions of this Declaration shall be binding upon and shall inure to the benefit of the Declarant and its successors and assigns.

(Q) Non-retention of Property Interest in Common Element by Declarant. The Declarant shall not retain a property interest in any of the Common Elements after control of The Hartman Condominium is assumed by the Association, except in the Declarant's capacity as a Unit Owner of unsold Condominium Ownership Interests and except as permitted by Section 5311.25(B) of the Act.

(R) Declarant's Obligation with Respect to Unsold Units. The Declarant shall assume the rights and obligations of a Unit Owner in its capacity as owner of unsold Units in The Hartman Condominium, including, without limitation, the obligation to pay Common Expenses attributed to such Units, from the date the Declaration is filed for record, even if the construction of the Units and the appurtenant Common elements subject to the Condominium Ownership Interests has not started or is not complete.

SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWS
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Declarant has caused its name to be signed to these presents as of this 22nd day of June, 2006.

150 EAST MAIN LTD.
an Ohio limited liability company

By: _____
Yhezkel Levi
Co-Managing Member

ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State aforesaid, personally appeared 150 EAST MAIN LTD., by Yhezkel Levi, its Co-Managing Member, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed individually and as such managing member and the free act and deed of said limited liability company.

Given under my hand and Notarial Seal this 22nd day of June, 2006.

_____
Notary Public

My Commission Expires: 02-10, 2008

THIS INSTRUMENT PREPARED BY:

Richard Rubenstein, Attorney At Law
Squire, Sanders & Dempsey L.L.P.
41 South High Street
Columbus, Ohio 43215

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Situated in the County of Franklin, State of Ohio and in the City of Columbus:

Being a part of Inlots Numbers Six Hundred and Six (606), Six Hundred and Seven (607) and Six Hundred and Eight (608) in the City of Columbus:

Being all that part of said Inlots lying West of the Last one-third of said Inlots and East of the following described line to-wit:

Beginning at a point in the North line of Main Street distant 64.20 feet Easterly from the East line of Lazelle Street, said point being the center line of a brick partition wall in the three story brick building now standing on the West part of said Inlots said wall being the West side of a stairway leading to the upper floor of said building; thence Northerly through said partition wall and parallel with the east line of Lazelle Street 188 feet to the South line of Cherry Street.

Parcel 2:

Being 64.19 feet off the West ends of the Inlots Six Hundred Six (606), Six Hundred Seven (607) and Six Hundred Eight (608), upon the recorded plat thereof, of record in Deed Book "F", Page 332, Recorder's Office, Franklin County, Ohio.

Parcel 3:

Being the East one-third of Inlots Six Hundred Six (606), Six Hundred Seven (607) and Six Hundred Eight (608) in the City of Columbus, County of Franklin, and State of Ohio, as the same are numbered and delineated upon the recorded plat thereof, of record in Deed Book F, Page 332, Recorder's Office, Franklin County, Ohio, and being the same East third part of said Inlots situated on the North West corner of Fourth and Main Streets in said City, and being Sixty-two and one-half (62 ½) feet East and West by One Hundred Eighty-seven and one-half (187 ½) feet North and South and being the same property conveyed by William V. Baker to Samuel B. Hartman by deed dated June 1, 1897, and recorded in Deed Record Vol. No. 294, Page 485, in the County Recorder's Office, Franklin County, Ohio.

Parcel Nos. 010-002574 and 010-057826 Also known as: 150 East Main Street, Columbus, Ohio

EXHIBIT B

BYLAWS OF THE HARTMAN CONDOMINIUM ASSOCIATION, INC.

BYLAWS

OF

THE HARTMAN CONDOMINIUM ASSOCIATION, INC.

An Ohio Non-Profit Corporation

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BYLAWS OF THE HARTMAN CONDOMINIUM ASSOCIATION, INC.

The within Bylaws are executed and incorporated in the Declaration of Condominium Ownership for The Hartman Condominium ("Declaration") pursuant to Chapter 5311 of the Ohio Revised Code (the "Act"). Certain of the terms used in these Bylaws have been defined in the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration, unless the context clearly indicates a different meaning. The purpose of these Bylaws is to provide for the establishment of a Unit Owner's Association for the government of the Condominium Property in a manner consistent with the Declaration. This purpose shall be accomplished on a non-profit basis, and no part of the earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization. All present or future owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner, shall be subject to the covenants, provisions or regulations contained in the Declaration and these Bylaws and shall be subject to any restriction, condition, or regulation hereafter adopted by the Association. The mere acquisition or rental of any of the Units located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the Units, will constitute acceptance and ratification of the Declaration and these Bylaws.

ARTICLE I

THE ASSOCIATION

Section 1. Name and Nature of the Association. The Association shall be an Ohio non-profit corporation. It shall be called "The Hartman Condominium Association, Inc." in accordance with Article IV of the Declaration.

Section 2. Membership. Each Unit Owner shall automatically become a member of the Association upon acquiring title to a Unit. The Owner's membership shall terminate upon the Owner's sale or other relinquishment of Title to the Unit, at which time the new owner shall become a member. Membership in the Association shall be limited to Unit Owners. In addition to any other rights the Declarant may have pursuant to the Declaration, the Declarant shall be a member of the Association with respect to all Units owned by Declarant and shall have the right, without limitation, to exercise the voting power appurtenant to such Units.

Section 3. Voting Rights. As provided in the Declaration, the total aggregate voting power of the Unit Owners is seventy-three (73) votes. On any question on which the vote of the Unit Owners is permitted or required, the owner of the Commercial Unit shall be entitled to exercise thirteen (13) votes. The Owner or Owners or each of the Fifth Floor Unit and the Sixth Floor Unit shall be entitled to exercise twelve (12) votes. The Owner or Owners of each Residential Unit shall be entitled to exercise one (1) vote for each such Residential Unit. In the case of a Unit owned or held in the name of a corporation, a partnership, or a limited liability company, a certificate signed by said Unit Owner shall be filed with the Secretary of the Association naming the person authorized to cast a vote for such Unit, which certificate shall be

conclusive until a subsequent substitute certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such corporation, partnership, or limited liability company shall not be considered, nor shall the presence of such Unit Owner at a meeting be considered in determining whether the quorum requirement for such meeting has been met. Fiduciaries and minors who are owners of record of a Unit may vote their respective interests as a Unit Owner. If two or more persons, whether fiduciaries, tenants in common, or otherwise, own undivided interests in a Unit, each may exercise that proportion of the voting power of all of the Unit Owners of said Unit that is equivalent to their respective proportionate interest in such Unit. When any fiduciary or other legal representative of a Unit Owner has furnished to the Association proof, satisfactory to it, of such person's authority, such person may vote as though such person were the Unit Owner. The Declarant or its nominee shall be the voting member with respect to any Unit owned by Declarant. The vote of the Association with respect to any Units owned by the Association shall be determined by the Board.

Section 4. Majority. Except as otherwise provided in the Act, the Declaration, or these Bylaws, all actions taken by the Unit Owners shall require the affirmative vote of a majority of the voting power of the Association present at a meeting at which a quorum is present.

Section 5. Proxies. Unit Owners may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing to the Secretary of the Association (or if there is no Secretary, then with the person conducting the meeting for which the proxy is given) at or before the meeting and shall be revocable at any time by actual notice to the Secretary of the Association by the member or members making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

Section 6. Establishment of Unit Owners' Association and First Meeting of Members.

(a) Establishment of Unit Owners' Association. The Unit Owners' Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest in the Hartman. Until the Unit Owners' Association is established, the Declarant shall act in all instances where action of the Association or its officers is authorized or required by law or in the Declaration.

(b) First Meeting. The first meeting of members of the Association (the "Initial Meeting") shall be held at the office of the Association at 8:00 P.M. on the date not later than thirty (30) days after the Declarant has transferred Units with appurtenant undivided interests in the Common Elements equaling twenty-five percent (25%) of the total aggregate undivided interests in the Common Elements, or at such earlier time and place in Franklin County, Ohio as designated by Declarant. A Unit shall be considered "transferred" for purposes of this subsection and Article II, Subsection 3 when a deed of conveyance for the Unit given by the Declarant to a non-affiliated purchaser for value has

been filed of record. The purposes of the Initial Meeting shall be the election of members to the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought. The Declarant shall provide written notice of the first meeting to the Unit Owners in accordance with Subsection (d) of this Section 6. Thereafter, an annual meeting of Unit Owners shall be held each year in the same month as the Initial Meeting until the time of the First Annual Meeting described in Article II, Section 4 of these Bylaws. Following the First Annual Meeting, subsequent annual meetings shall be held each year in the same month as the First Annual Meeting.

(c) Special Meeting. Special meetings of the members of the Association may be held on any business day when called by either (1) the President of the Association, (2) two or members of the Board of Directors of the Association, (3) members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association, (4) by the Declarant, or (5) any Unit Owner when a meeting is required for the election of members to the Board of Directors pursuant to Article II, Section 5 hereof. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven (7) or more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such requests, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 o'clock P.M. and shall be held at the office of the Association or at such other place in Franklin County, Ohio as shall be specified in the notice of meeting.

(d) Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place, and purpose of such meeting shall be given by or at the direction of the Secretary of the Association (or any other person or persons required or permitted by these Bylaws to give such notice). The notice shall be given by personal delivery or by mail to each member of the Association who is an owner of a Unit of record as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and, purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such Owner of notice of such meeting.

(e) Quorum; Adjournment. Unless otherwise provided by law or by the Declaration, all meetings of the Association are open to the Unit Owners, and those present in person or by proxy when action is taken during a meeting of the Association

constitute a sufficient quorum; provided, however, that no action required by law, by the Declaration, or by these Bylaws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members may adjourn such meeting from time to time. If any meeting is 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 7. Order of Business. The order of business at all meetings of Unit Owners of the Association shall be as follows:

(a) Calling of meeting to order.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of Officers.
(e) Reports of Committees.
(f) Election of Inspectors of election.
(g) Nomination and election of members of the Board of Directors.
(h) Unfinished and/or old business.
(i) New Business.
(j) Adjournment.

The order of business at each special meeting shall be that business specified in the notice therefore.

Section 8. Actions without a Meeting. Other than an action for the removal of a Board Member, the Association may take any action that could otherwise be taken at a meeting of the Association upon the signed written consent of Unit Owners controlling a sufficient percentage of the Association's voting power to have taken the same action at a meeting. Such signed written consents shall be filed with the Secretary of the Association.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Qualifications. Except as otherwise provided herein, all members of the Board of Directors (herein called "directors," "Board Members," or the "Board") shall be Unit Owners; spouses of Unit Owners; partners, agents or employees of partnerships owning a Unit; members or officers of limited liability companies owning a Unit; officers, directors, agents or employees of corporations or associations owning a Unit; or fiduciaries, officers, agents or employees of fiduciaries owning a Unit. Board Members elected or designated by the Declarant need not fulfill the qualifications imposed by this Section 1 of this Article II or any other qualifications imposed on Board Members elected by Unit Owners other than the Declarant, except as otherwise provided in these Bylaws or by law, and Board Members elected or

designated by the Declarant may be removed only by the Declarant or as otherwise provided herein. If a Board Member shall cease to meet such qualifications during his term, the Board Member shall thereupon cease to be a member of the Board and the Board Member's place on the Board shall be deemed vacant until a Special Meeting is called to elect such Board Member's successor.

Section 2. Number of Board Members. Subject to such limitations as are or may be imposed by Chapters 1702 and 5311 of the Ohio Revised Code, the Declaration or these Bylaws, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be exercised by the Board of Directors. The Board of Directors shall include three (3) Board Members.

Section 3. Election of Board Members by Declarant and Unit Owners Prior to the First Annual Meeting. Until such time as Condominium Ownership Interests to which twenty-five percent (25%) or more of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Declarant shall have the right to elect or designate all three (3) Board Members. At the Initial Meeting, the Association shall meet and the Unit Owners, other than the Declarant, shall elect one (1) Board Member who shall replace one (1) of the Board Members previously elected or designated by the Declarant. The Declarant shall have the sole right to designate the Board Member who will be replaced.

Section 4. First Annual Meeting. Within sixty (60) days after the earlier of either: (a) three (3) years following the date of the establishment of the Association (or such earlier period of time as Declarant, at its option, may designate); or (b) the date of the sale and conveyance of Condominium Ownership Interests to which appertain seventy-five percent (75%) or more of the total aggregate undivided interests in the Common Elements to purchasers in good faith for value, the Association shall meet (herein referred to as the "First Annual Meeting"), and all Unit Owners (including Declarant, if Declarant shall own any Units) shall elect all members of the Board of the Association as provided by Section 5 of these Bylaws. Immediately prior to such election, the terms of all persons previously elected or designated, whether by the Declarant or by the other Unit Owners, shall be deemed expired; provided, however, that such persons shall be eligible for re-election to the Board. The persons so elected at the First Annual Meeting shall take office upon such election and shall serve such terms for which they are elected in accordance with Section 5 of this Article II.

Section 5. Election of Board Members from and after the First Annual Meeting. Except for the procedures set forth in Section 3 of this Article II for the election of Board Members prior to the First Annual Meeting, the Board shall be elected at the annual meeting of members of the Association or at a special meeting called and held for that purpose. Such election shall be by written secret ballot whenever requested by any member of the Association. Unless a request for secret ballots is made, the election may be conducted in any manner approved at such meeting.

Any Board Member elected or designated prior to the First Annual Meeting shall hold office for a term not to exceed one (1) year after his or her election or designation, and such term shall expire at the time of the First Annual Meeting.

Commencing with the First Annual Meetings, and at each annual meeting thereafter, the Owners of all the Commercial Units shall elect one (1) director to the Board (the "Commercial Board Member"). The Owners of the Residential Units, including the Owners of the Fifth Floor Unit and Sixth Floor Unit, shall elect the remaining two (2) directors (the "Residential Board Members"). The Owners of the Residential Units shall not participate in the election of the Commercial Board Member and the Owners of the Commercial Units shall not participate in the election of the Residential Board Members, provided that no Owner shall be disqualified from participating in any election by virtue of having a Condominium Ownership Interest in both a Residential Unit and a Commercial Unit. Each Board Member shall be elected to serve a one (1) year term. In the event a Residential Board Member is removed, resigns, or is otherwise unable to continue service on the Board of Directors, an interim Residential Board Member shall be elected by Owners of the Residential Units at a special meeting called for such purpose.

Commencing with the First Annual Meeting and at each annual meeting thereafter, the Owner of the Commercial Units (or the owners of the Units created following the conversion of the Commercial Unit in accordance with Article XVIII(D) of the Declaration) shall elect the Commercial Board Member. The Commercial Board Member shall be elected to serve a one (1) year term. In the event a Commercial Board Member is removed, resigns, or is otherwise unable to continue service on the Board of Directors, an interim Commercial Board Member shall be elected by the Owner of the Commercial Unit (or the owners of the Units created following the conversion of the Commercial Unit) at a special meeting called for such purpose. Alternatively, the Commercial Board Member may be elected or removed from the Board at any time by the delivery to the Board of a written certificate of election or removal executed by the persons or entities controlling one hundred percent (100%) of the voting power allocated to the Commercial Unit. Such election or removal shall be effective immediately upon the delivery of such certificate to the Board.

Except as otherwise provided herein, each director shall hold office until the expiration of his term and until his successor is elected, or until his earlier resignation, removal from office, or death. Any director may resign at any time by oral statement to that effect made at a meeting of the Board or by a writing to that effect delivered to the Secretary of the Association. Unless otherwise specified by the director, such resignation shall take effect immediately.

Section 6. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Residential Board Members and the Commercial Board Member shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 7. Regular Meetings. Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board, but at least four (4) such meetings shall be held during each fiscal year.

Section 8. Special Meetings. Special meetings of the Board may be held at any time upon call by the President or any two directors. Written notice of the time and place of each such meeting shall be given to each director either by personal delivery or by mail, telegram, or

telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any director at any such meeting without protesting (prior to or at the commencement of the meeting) the lack of proper notice shall be deemed a waiver of notice of such meeting. A director may also waive notice to such director in writing either before or after the holding of such meeting, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular, or special meeting.

Section 9. Quorum; Adjournment. A quorum of the Board shall consist of a majority of the directors then in office; provided that a majority of the directors present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is 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. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these Bylaws.

Section 10. Powers and Duties. Except as otherwise provided by law, the Declaration or these Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may do the following:

(a) Maintenance, repair, replacement and surveillance of the Condominium Property and the Common Elements and certain of the Limited Common Areas.

(b) Levy of Assessments against the Unit Owners and the collection of same.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium Property, the Common Elements and the Limited Common Areas.

(d) In carrying out the purposes of the Association and subject to the limitations prescribed by law, the Declaration or these Bylaws, the Board, for and on behalf of the Association, may:

(i) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein.

(ii) Grant easements.

(iii) Make contracts.

(iv) Effect insurance.

(v) Borrow money, and issue, sell, and pledge notes, Special and/or Common Element Assessments, bonds, and other evidence of indebtedness of the Association, provided, however, if such borrowing is in excess of Five Thousand Dollars ($5,000), the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association shall be obtained at a special meeting duly held for such purpose.

(e) Subject to Section 5311.25(D) of the Act, employ a managing agent to perform such duties and services as the Board may authorize.

(f) Employ lawyers and accountants to perform such legal and accounting services as the Board may authorize.

(g) Adopt Rules and Regulations.

(h) Adopt and amend budgets for revenues, expenditures, reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of Special Assessments. From and after the date of the First Annual Meeting, 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 Unit Owners exercising not less than a majority of the voting power of the Association.

(i) Collect Assessments for Common Expenses from Unit Owners.

(j) 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.

(k) 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, that involves two or more Unit Owners and relates to matters affecting the Condominium Property.

(l) Enter into contracts and incur liabilities relating to the operation of the Condominium Property.

(m) Regulate the use, maintenance, repair, replacement, modification and appearance of the Condominium Property.

(n) Adopt Rules and regulate the use and occupancy of Units in the maintenance, repair, replacement, modification and appearance of Units, Common Elements and Limited Common Elements when the actions required by those Rules affect Common Elements or other Units.

(o) Acquire, encumber, convey and otherwise transfer personal property.

(p) Hold in the name of the Association the real property and personal property acquired pursuant to (n) and (o) of this section.

(q) Grant easements, leases, licenses and concessions through or over the Common Elements.

(r) Impose and collect fees or other charges for the use, rental and operation of the Common Elements or for services provided to Unit Owners.

(s) Impose interest and late charges for the late payment of Assessments, impose returned check charges, and pursuant to Article XVII of the Declaration impose reasonable assessments for violations to the Declaration and these Bylaws and the Rules of the Association, and reasonable charges for damages to the Common Elements or other property.

(t) Adopt and amend Rules that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments.

(u) Impose reasonable charges for preparing, recording or copying Amendments to the Declaration, resale certificates, or statements of unpaid Assessments.

(v) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health and safety of the Occupants of that Unit or another Unit.

(w) Assign the Association's rights to Common Assessments or other future income, to a lender as security for a loan to the Association for repairs and replacements of the Common Elements.

(x) Suspend the voting privileges of a Unit Owner who is delinquent in the payment of Assessments for more than thirty (30) days.

(y) Purchase insurance and fidelity bonds for the directors considered appropriate or necessary.

(z) Invest excess funds in investments that meet the standards for fiduciary investments under Ohio law.

(aa) The Association may purchase, hold title to, and sell real property that is not declared to be part of the Condominium Property. Any transaction pursuant to this section that takes place prior to the date that the Unit Owners other than the Declarant assume control of the Association requires the approval of the Declarant, and the approval of Unit Owners other than the Declarant who exercise not less than seventy-five percent (75%) of the voting power of the Association, and the authorization of the Board. Any transaction pursuant to this section that takes place after the Unit Owners assume

control of the Association requires the approval of Unit Owners who exercise not less than seventy-five percent (75%) of the voting power of the Association and the authorization of the Board. Expenses incurred in connection with any transaction pursuant to this section are Common Expenses.

(bb) To do all things permitted by law and exercise all power and authority within the purposes stated in these Bylaws or the Declaration or incidental thereto.

Section 11. Removal of Board Members. Except as otherwise provided herein and in the Act, the Board may remove any Residential Board Member and thereby create a vacancy in the Board if by order of court such Residential Board Member has been found to be of unsound mind, or if physically incapacitated, adjudicated bankrupt, or fails to attend three consecutive meetings of the Board. At any regular or special meeting of members of the Association duly called at which a quorum shall be present, any one or more of the Residential Board Members may be removed with or without cause by the vote of members entitled to exercise a majority of the voting power of the Association, and a successor or successors to such Residential Board Member so removed may be elected at the same meeting for the unexpired tern for each such removed Residential Board Member. Any Residential Board Member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting. A Commercial Board Member may be removed only upon the delivery of a certificate of removal to the Board as described in Section 5 of these Bylaws.

Section 12. Vacancies. Except as otherwise provided herein, and subject to the provisions of the Act, the Board may by majority vote appoint an interim Board Member to serve until such time as an election to fill a vacancy on the Board can be held. Such election shall be held within sixty (60) days of a vacancy on the Board at either the annual meeting or a special meeting called for such purpose.

Section 13. Fidelity Bonds. The Board shall require that all officers and employees of the Association handling or responsible for Association funds to furnish adequate fidelity bonds. Said insurance shall be in accordance with Article VI(A)(3) of the Declaration. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

Section 14. Compensation. Directors shall not receive any salary or compensation for their services, as such, provided nothing herein contained shall be construed to preclude any manager from having dealings with the Association in any other capacity and receiving compensation therefore. Directors may also receive reimbursements from the Association for expenses incurred directly and solely in the performance of a Board Member's duties under the Declaration and these Bylaws. Nothing in this Section 14 shall be construed as precluding the payment of compensation by the Owner of the Commercial Unit to the Commercial Board Member.

ARTICLE III

OFFICERS

Section 1. Election and Designation of Officers. The Board shall elect a President, a Secretary, and a Treasurer, each of whom shall be either a Residential Board Member or a Commercial Board Member. In the event the Board is unable to elect such officers, such officers shall be selected by the drawing of lots. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who are not members of the Board but who are members of the Association.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next annual meeting of the Board of Directors and until their successors are appointed, except in case of resignation, removal from office, or death. Any change in the composition of the Board shall require an election of officers in accordance with the procedures specified in Article III, Section 1 of these Bylaws. Officers that are not also Board Members shall serve at the pleasure of the Board and may be removed at any time, without cause, by majority vote of the Board.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board. Subject to directions of the Board, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, easements, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise provided for in the Declaration or in these Bylaws. The President shall have the power to appoint committees from among the Officers and other Unit Owners as he may deem necessary to assist with affairs of the Association.

Section 4. Vice President. Unless the Board otherwise appoints a Vice President, the Secretary shall serve as Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other, duties as may be determined by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of meetings of the members of the Association and of the Board, shall give notices of meetings of the members of the Association and of the Board as required by law, or by these Bylaws or otherwise, and shall have such authority and shall perform such other duties as maybe determined by the Board.

Section 6. Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Managers and shall have such authority and shall perform such other duties as may be determined by the Board.

Section 7. Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Directors may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.

Section 8. Delegation of Authority and Duties. The Board is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

Section 9. No Compensation to Officers. None of the officers of the Association shall receive compensation for his services as such, except such officers may be reimbursed for reasonable expenses incurred directly and solely in the performance of their duties. This Section 9 shall not be construed as precluding the Owner of the Commercial Unit from paying compensation to the Commercial Board Member.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 1. Payments from Maintenance Funds. The Association, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, all Common Expenses arising with respect to, or in connection with, the Condominium Property, including, without limitation, the following:

(a) Utility Service for Common Elements. Water, waste removal, electricity, power and any other necessary utility service for the Common Elements; and the expense of maintaining, repairing and replacing storm and sanitary sewers, water lines and other utilities situated on the Condominium Property or servicing the same;

(b) Casualty Insurance. A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;

(c) Liability Insurance. A policy or policies insuring the Association, the members of the Board and the owners against any liability to the public or to the owners (of Units and of the Common Elements, and their invitees, or tenants), incident to the ownership and/or use of the Common Elements and Units, as provided in the Declaration, the limits of which policy shall be reviewed annually;

(d) Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(e) Wages and Fees for Services. The services of any person or firm employed by the Association, including, without limitation, the services of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance of or operation of the

Condominium Property (including a recreation director, if any), and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these Bylaws and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Elements. Landscaping, gardening, snow removal, painting, cleaning, tuck pointing, maintenance, decorating, repair and replacements of the Common Elements (but not including the interior undrywalled surfaces of the Units, which the Unit Owner shall paint, clean, decorate, maintain and repair), the operation of recreational facilities, if any, and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements;

(g) Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law of which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first-class condominium property or for the enforcement of the Declaration and these Bylaws;

(h) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrances levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the Condominium Property or against the Common Elements, rather than merely against the interests therein of particular owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Owners;

(i) Certain Maintenance of Units. Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of a building, and the owner or owners of said Unit have failed or refused to perform said maintenance or repairs within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said owner or owners, provided that the Association shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair;

(j) Association's Right to Enter Units. The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible. It may likewise enter any balcony or roof garden for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association from insurance proceeds, or, in the event that the damage is not covered by insurance, the damage shall be repaired by the Association at the expense

of the maintenance fund. The Association reserves the right to retain a pass key to each Unit and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key, without the consent of the Association. In the event of any emergency originating in or threatening any Unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the owner is present or not;

(k) Limitation on Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any acquisitions, capital additions and improvements, or structural alterations to the Common Elements (other than for purposes of maintaining, replacing, restoring or repainting portions of the Common Elements, subject to all the provisions of the Declaration and these Bylaws) having a total cost in excess of Five Thousand Dollars ($5,000), nor having an aggregate cost in any one (1) calendar year period in excess of Ten Thousand Dollars ($10,000), without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association provided, however, so long as Declarant has the authority to elect or designate two (2) of the three (3) directors, the Declarant's prior written consent to such expenditure shall be required. The limitations of expenditures by the Association contained in this Section shall not apply to repair of the Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the Condominium Property or for the safety of persons, or to avoid suspension of any necessary services, or as otherwise required by law. The foregoing provisions of this Section 1(k) also shall not apply to the rehabilitation and renewal of obsolete property which shall be governed by the Declaration;

(l) Certain Utility Services to Units. The Association may pay from the maintenance fund for waterlines, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Unit Owners. However, the Association may discontinue such payments at any time, in which case each Unit Owner shall be responsible for direct payment of his share of such expenses as shall be determined by the Board of the Association. The Association reserves the right to levy additional assessments against any owner to reimburse it for excessive use, as shall be determined by the Board or by such owner of any utility service, the expense of which is charged to the maintenance fund; and

(m) Miscellaneous. The Association shall pay such other costs and expenses designated as "Common Expenses" in the Declaration and in these Bylaws.

Section 2. Rules and Regulations. The Board, by vote of the members entitled to exercise a majority of the voting power of the Board, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these Bylaws as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety

and general welfare of the owners and occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all owners and occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In an action or proceeding brought by the Association against an Owner and/or Occupant of a Unit to enforce such rules or regulations, the Association shall be entitled to collect costs of suit and reasonable attorneys' fees from such Owner and/or Occupant. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

Section 3. No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

Section 4. Special Services. The Association may arrange for the provision of any special services and facilities for the benefit of such Owners and/or Occupants as may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of Units. Fees for such special services and facilities shall be determined by the Board of Directors and may be charged directly to participating owners, or paid from the maintenance fund and levied as a special assessment due from the participants.

Section 5. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through the Board of Directors and its officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Managers of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 6. Applicable Laws. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the Condominium form of ownership (including without limitation, Chapter 5311 of the Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these Bylaws, shall be resolved in favor of the Declaration and these Bylaws, and any inconsistencies between any mandatory statutory provision applicable to associations formed to administer property submitted to the Condominium form of ownership, and the Articles or Bylaws of the Association, shall be resolved in favor of the statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or Bylaws of the Association, the terms and provisions of the Declaration shall prevail, and the owners and all persons claiming under them covenant to vote in favor of such amendments in the Articles or Bylaws as will remove such conflicts or inconsistencies.

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Payment of Assessments. Following the establishment of the Association and prior to the preparation of the estimated budget in accordance with Section 2 of this Article V, but in no event later than sixty (60) days after the initial sale of a Residential Unit, monthly assessments shall be paid by Unit Owners, including Declarant in its capacity as owner of any unsold Units, in an amount estimated by the Board as being sufficient to cover the initial working capital requirements for the Association (the respective amounts payable by each Unit Owner being based upon such Unit Owner's percentage of interest in the Common Elements as set forth in the Declaration) and if such monthly assessments shall be less than required to meet current Common Expenses, all Unit Owners, including the Declarant in its capacity as owner of any unsold Units, shall make up any deficiency on a pro rata basis in accordance with their respective percentages of interest in the Common Elements as set forth in the Declaration.

In addition to such regular monthly assessments, each purchaser of a Unit from the Declarant will be required to make, at the time such purchaser acquires title to a Unit, an initial capital contribution to the Association in an amount specified by the sales and purchase agreement entered into between the Declarant as seller and the Unit Owner as buyer of the Unit. The general purpose of this contribution is to provide the Association with a portion of the necessary initial working capital and/or a contingency reserve and/or for such other purposes as the Board may determine. This initial capital contribution is not an escrow or advance toward regular assessments, is not refundable, and shall not be required of the Declarant, but only from those persons who or which purchase a Unit or Units from the Declarant. The Declaration provides these capital contributions shall be held in the Reserve Maintenance Fund.

Regular monthly assessments shall be paid to the Association commencing on the first day of the calendar month immediately following the date on which the first Unit is sold and the deed evidencing such sale shall have been filed for record with the Franklin County, Ohio Recorder. Monthly assessments shall continue to be due and payable on the first day of each and every calendar month thereafter. Said assessments shall be deposited when received by the Association in an account established in the name of the Association at a bank or savings and loan association in Franklin County, Ohio. Unit Owners (including Declarant as to unsold units) shall continue to pay such monthly assessments as aforesaid until revised assessments are levied by the Board in the manner herein provided.

Section 2. Preparation of Estimated Budget. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each owner

shall be obligated to pay to the Association, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this section. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

Section 3. Reserve for Contingencies and Replacements. The Association shall be obligated to build up and maintain a reasonable working capital reserve fund, referred to as the Reserve Maintenance Fund in the Declaration, to finance the cost of repair or replacement of the components of the Common Elements. The Declarant shall ensure control of such account is transferred to the Association on or about the time of the First Annual Meeting. Such working capital reserve fund shall be deposited in a segregated account when control of the Association is turned over to the Unit Owners pursuant to Article II, Section 4 of these Bylaws. Included in such reserve fund is the amount (if any) referred to in Section 1 of this Article V payable by each Purchaser of a Unit at the time such Purchaser acquires title to his Unit. Upon the sale of a Unit by any Unit Owner, such Unit Owner shall have no right to any portion of the funds in the reserve fund; nor shall any such Unit Owner have any claim against the Association with respect thereto. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such working capital reserve fund. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, the Association shall prepare an estimate of the additional cash requirements then necessary, or necessary for the balance of the year, which additional amount of cash requirements shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the monthly maintenance payment which is due not more than ten (10) days after the delivery or mailing of such notice of further assessments. All Owners shall be obligated to pay the adjusted monthly amount. The Declarant shall not use the working capital reserve fund to defray its expenses, reserve contributions or construction costs or to make up any budget deficits. When unsold Units are sold, the Declarant may use funds collected at closings from Purchasers to reimburse itself for funds it paid to the Association for each unsold Unit's share of the working capital reserve fund. Any checks drawn on the working capital reserve fund account shall require the signature of two (2) Board members. After the First Annual Meeting of Unit Owners under Article II, Section 4 of these Bylaws, 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 Unit Owners exercising not less than a majority of the voting power of the Association.

Section 4. Budget for First Year. When the first Board of Directors elected hereunder takes office, the Board shall determine the "estimated cash requirement" as

hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 2 of this Article V.

Section 5. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the monthly maintenance payment which is due, not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 6. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Eligible Mortgage Holder, Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as maybe requested by the Unit Owner. Upon ten (10) days' notice to the Board of Directors and upon payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 7. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Unit Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the owners in proportion to each Unit Owner's percentage ownership in the Common Elements as provided in the Declaration.

Section 8. Annual Statements. Within one hundred twenty (120) days after the end of each fiscal year of the Association, the Board shall furnish to each Unit Owner a financial statement consisting of: (a) a balance sheet containing a summary of the assets and liabilities of the Association as of the date of such balance sheet; and (b) a statement of the income and expenses for the period commencing with the date marking the end of the period for which the last preceding statement of income and expenses required hereunder was made and ending with the date of said statement, or in the case of the first such statement, from the date of formation of the Association to the date of said statement. The financial statement shall have appended thereto a certificate signed by the President or the Vice President or Secretary/Treasurer of the Association or by a public accountant or firm of public accountants to the effect that the financial statement presents fairly the financial position of the Association and the results of its operations in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding period except as may be specified therein.

Section 9. Annual Audit. The books of the Association shall be reviewed once a year by the Board of Directors, and such review shall be completed prior to each annual meeting. If requested by both Residential Board Members or the Commercial Board Member, such review shall be made by a Certified Public Accountant. In addition, and at any time, if requested by

Unit Owners having more than fifty percent (50%) of the voting power of the Association, or upon the request of two or more members of the Board, the Board shall cause an additional review to be made. Any audited financial statement prepared pursuant to this Section 9 shall be made available upon request for review by Eligible Mortgage Holder. The Association shall have an audited financial statement prepared at any time required pursuant to Article VIII(G) of the Declaration.

Section 10. Remedies for Failure to Pay Assessments. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Directors may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefore as provided in the Declaration. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Condominium Ownership Interest of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board of Directors as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any mortgagee shall be entitled to written notice of such failure to pay such assessment. The Board shall have the power to suspend the voting rights and the right to use of the recreational facilities of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association.

Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by his or its encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

ARTICLE VI

BOOKS AND RECORDS

Section 1. The Association shall keep all of the following:

(a) Correct and complete books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses;

(b) Records showing the allocation, distribution and collection of Common Profits, Losses and Expenses among and from the Unit Owners;

(c) Minutes of the meetings of the Association and the Board; and

(d) Records of the names and addresses of the Unit Owners and their respective Undivided Interests in the Common Elements.

Section 2. Within thirty (30) days after a Unit Owner obtains a Condominium Ownership Interest in a Residential Unit, the Unit Owner shall provide the following information in writing to the 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;

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

Section 3. Within thirty (30) days after a change of any information that Section 2 of this Article VI requires, a Unit Owner shall notify the Association, through the Board, in writing, of the change. When the Board requests, a Unit Owner shall verify and update the information.

Section 4. Within thirty (30) days after a Unit Owner obtains a Condominium Ownership Interest in the Commercial Unit, the Unit Owner shall provide the following information in writing to the Association through the Board:

(a) The name, business address, and business phone number of the person or entity acquiring the Commercial Unit.

(b) The name and a brief description of the type of business to be carried out in the Commercial Unit.

(c) The identification of the Commercial Board Member designated to represent the Owner of the Commercial Unit on the Board.

ARTICLE VII

INDEMNIFICATION

Section 1. In General. The Association shall indemnify any member of the Board, officer, employee, or agent of the Association or any former member of the Board, officer, employee or agent of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement actually and necessarily incurred by him in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he is or may be made a party by reason of being or having been such member of the Board, officer, employee or agent of the Association; provided it is determined in the manner hereinafter

set forth (a) that such member of the Board, officer, employee or agent of the Association was not, and is not, adjudicated to have been grossly negligent or guilty of willful misconduct in the performance of his duty to the Association, (b) that such member of the Board acted in good faith in what he reasonably believed to be in the best interest of the Association, (c) that, in any matter the subject of a criminal action, suit or proceeding, such Board member had no reasonable cause to believe that this conduct was unlawful, and (d) in case of settlement, that the amount paid in the settlement was reasonable. Such determination shall be made either by the members of the Board of the Association acting at a meeting at which a quorum consisting of members of the Board who are not parties to or threatened with any such action, suit or proceeding is present, or, in the event of settlement, by a written opinion of independent legal counsel selected by the members of the Board.

Section 2. Advance of Expenses. Funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amounts unless it shall ultimately be determined that he is entitled to indemnification hereunder.

Section 3. Indemnification Not Exclusive; Insurance. The indemnification provided for in this Article VI shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, Rules and Regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1701.12(E) of the Ohio Revised Code, or otherwise. The Association may purchase and maintain insurance on behalf of any person who is or was a member of the Board, officer, agent or employee of the Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 4. Indemnification by Unit Owners. The members of the Board and officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board and officers of the Association against all contractual liability to third parties arising out of contracts made on behalf of the Association except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board and officers of the Association shall have no personal liability with respect to contracts entered into on behalf of the Association. Every agreement made by any members of the Board, officer, employee or agent of the Association or by a management company, if any, on behalf of the Association, shall provide that such members of the Board, officer, employee or agent of the Association, or the management company, as the case may be, is acting only as agent for the Association and shall have no personal liability thereunder (except as a Unit Owner), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

Section 5. Cost of Indemnification. Any sum paid or advanced by the Association under this Article VI shall constitute a Common Expense and the Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article VI; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of any member of the Board, officer, employee or agent of the Association, or out of the aforesaid indemnity in favor of such member of the Board, officer, employee or agent of the Association, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Copies of Notice to Mortgage Lenders; Rights of First Mortgagees.

(a) Upon written request to the Board by the holder of any duly recorded mortgage or trust deed against any Unit ownership, the Board shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these Bylaws to be given to the Owner or Owners whose Unit ownership is subject to such mortgage or trust deed.

(b) A first mortgagee of a Unit shall be entitled to written notice from the Association of any default by its mortgagor Unit Owner which is not cured within sixty (60) days. Any first mortgagee may from time to time request in writing a written statement from the Board setting forth any and all unpaid assessments due and owing from its mortgagor Unit Owner with respect to the Unit subject to the lien of its mortgage and such request shall be complied with within fifteen (15) days from receipt thereof. Any first mortgagee holding a mortgage on a Unit may pay any unpaid Common Expenses assessed with respect to such Unit and upon such payment, such first mortgagee shall have a lien on such Unit for the amounts so paid at the same rank as the lien of its mortgage.

Section 2. Service of Notices on the Board of Directors. Notices required to be given to the Board or to the Association may be delivered to any member of the Board or officer of the Association either personally or by mail addressed to such member or officer at his Unit.

Section 3. Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisees or personal representatives of a deceased owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased owner is being administered.

Section 4. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws shall be deemed to have

been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 5. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Unit Owners, and their respective heirs, executors, administrators, successors and assigns.

Section 6. Notices of Mortgages. Any Owner who mortgages his Unit shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 7. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect the rest of this Declaration.

Section 8. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these Bylaws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, President of the United States of America, or Richard Cheney, Vice President of the United States of America.

Section 9. Definitions. The terms used in these Bylaws (except as herein otherwise expressly provided or unless the context otherwise required) for all purposes of these Bylaws and of any amendment hereto shall have the respective meanings specified in Article I of the Declaration.

Section 10. Amendments. Subject to any applicable law, provisions of these Bylaws may be amended by the Unit Owners at a meeting held for such purpose by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, provided, however, that no amendment shall have any effect upon Declarant, the rights of Declarant under these Bylaws and the rights of bona fide mortgagees of Units until the written consent of Declarant and/or such mortgagees to such amendment has been secured.

Section 11. Captions. The captions used in these Bylaws are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text hereof.

EXHIBIT C

DRAWINGS

EXHIBIT D

NARRATIVE DESCRIPTION OF BUILDING

The structural component of the Hartman Condominium is a building located at the corner of East Main Street and 4th Street in Columbus, Ohio. The building contains a basement and six above-grade floors. The first floor of the Building will contain a single condominium unit. This condominium unit will be constitute a "commercial unit," as such term is defined at Section 5311.01 of the Ohio Revised Code. The commercial unit will be dedicated to retail, office, or other commercial uses. The second, third, and fourth floors of the Building will each contain 12 residential condominium units. Initially, the fifth and sixth floors of the Building will each contain one unit generally comprising the entire floor. At a later date, these units will be converted into a yet undetermined number of additional residential condominium units.

The building is of masonry and wood frame construction. It has exterior and interior masonry bearing walls and internal steel columns supporting heavy timber beams and joists, along with wood flooring.

EXHIBIT E

PAR VALUES AND ALLOCATION OF UNDIVIDED INTERESTS

UNIT	Par Value	PERCENTAGE UNDIVIDED INTEREST
1 (Commercial Unit)	9,521	16.129
5 (Fifth Floor Unit)	9,521	16.129
6 (Sixth Floor Unit)	9,521	16.129
Parking Unit	1,905	3.228
201	715	1.212
202	706	1.196
203	889	1.506
204	1400	2.372
205	698	1.183
206	720	1.220
207	677	1.147
208	540	0.915
209	1230	2.084
210	695	1.178
211	582	0.986
212	669	1.134
301	715	1.212
302	706	1.196
303	889	1.506
304	1400	2.372
305	698	1.183
306	720	1.220
307	677	1.147
308	540	0.915
309	1230	2.084
310	695	1.178
311	582	0.986
312	669	1.134
401	715	1.212
402	706	1.196
403	889	1.506
404	1400	2.372
405	698	1.183
406	720	1.220
407	677	1.147
408	540	0.915
409	1230	2.084
410	695	1.178
411	582	0.986
412	669	1.134
TOTAL	**59,031**	

EXHIBIT F

EXCLUSIVE USE AREAS

None.

EXHIBIT G

PARKING LOT PLAN

This Exhibit G, including the illustrations on the following pages, sets forth the Parking Lot Plan for the Hartman. The Parking Lot Plan shall be interpreted as follows:

1. The "Parking Unit" shall include the three separate parking areas designated as L1 through L10, L11 through L20, and PU1 through PU3 on the illustrations, and may be more particularly described as follows:

a. L1 through L10 portion: beginning at a point that is eleven feet, two inches (11'-2") from the southern street line of Cherry Street and nine feet, one inch (9'-1") from the eastern street line of Lazelle Street, and continuing from said point east along a course parallel to the southern street line of Cherry Street a distance of twenty (20) feet to a point; and thence south along a course parallel to the eastern street line of Lazelle Street a distance of ninety (90) feet to a point; and thence west along a course parallel to the southern street line of Cherry Street a distance of twenty (20) feet to a point; and thence north along a course parallel to the eastern street line of Lazelle Street a distance of ninety (90) feet to the beginning point.

b. L11 through L20 portion: beginning at a point that is eleven feet, one inch (11'-1") from the southern street line of Cherry Street and forty-five feet, five inches (45'-5") feet from the eastern street line of Lazelle Street, and continuing from said point east along a course parallel to the southern street line of Cherry Street a distance of twenty (20) feet to a point; and thence south along a course parallel to the eastern street line of Lazelle Street a distance of ninety (90) feet to a point; and thence west along a course parallel to the southern street line of Cherry Street a distance of twenty (20) feet to a point; and thence north along a course parallel to the eastern street line of Lazelle Street a distance of ninety (90) feet to the beginning point.

c. PU1 through PU3 portion: beginning at a point that is one hundred thirty-seven feet, one inch (137'-1") from the southern street line of Cherry Street and forty-five feet, five inches (45.5) from the eastern street line of Lazelle Street, and continuing from said point east along a course parallel to the southern street line of Cherry Street a distance of twenty (20) feet to a point; and thence south along a course parallel to the eastern street line of Lazelle Street a distance of twenty-seven (27) feet to a point; and thence west along a course parallel to the southern street line of Cherry Street a distance of twenty (20) feet to a point; and thence north along a course parallel to the easterl street line of Lazelle Street a distance of twenty-seven (27) feet to the beginning point.

2. The parking spaces designated as 1-19 on the illustrations are hereby designated as Limited Common Elements appurtenant to the following Residential Units:

Space	Unit
1	402
2	203
3	209

4	309
5	310
6	407
7	405
8	303
9	410
10	411
11	403
12	302
13	301
14	406
15	205
16	212
17	404
18	304
19	204

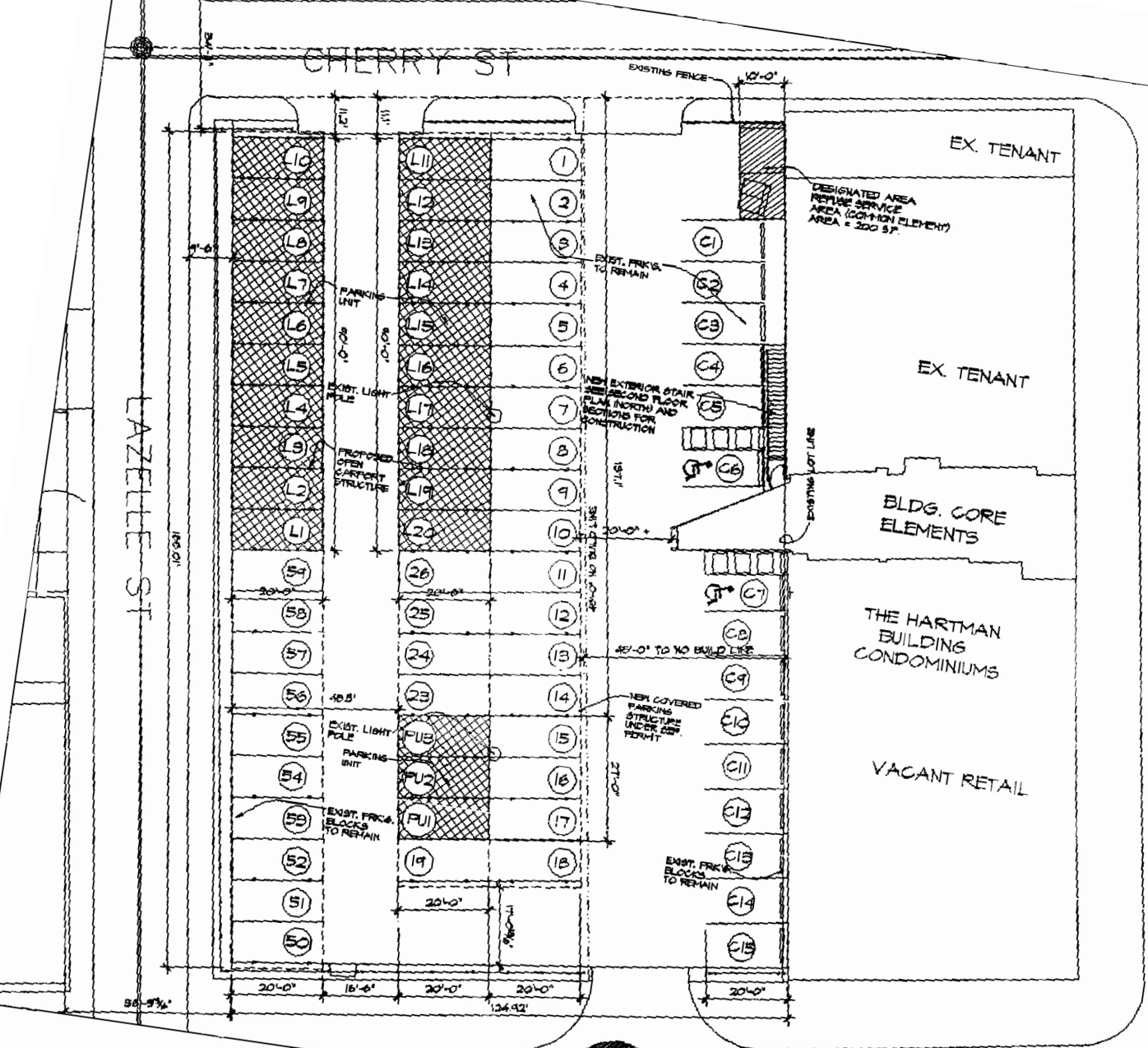
3. The parking spaces designated as 23-26 and 50-59 on the illustrations are hereby designated as Limited Common Elements appurtenant to the following Units:

Space	Unit
23	5
24	5
25	6
26	6
50	5
51	5
52	5
53	5
54	5
55	6
56	6
57	6
58	6
59	6

4. The parking spaces designated as C1-C15 on the illustrations are hereby designated as Limited Common Elements appurtenant to the following Units:

Space	Unit
C1	1
C2	1
C3	1
C4	1
C5	1

C6	1
C7	1
C8	1
C9	1
C10	1
C11	1
C12	1
C13	1
C14	1
C15	1



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Registered Architect

My signature affixed below certifies that this set of drawings of The Hartman Condominium properly accurately shows the (i) location of the buildings and other improvements comprising such condominium; (ii) the location and dimensions of all encroachments and appurtenant recorded easements; and (iii) the distances between parcels of land shown on the drawings.

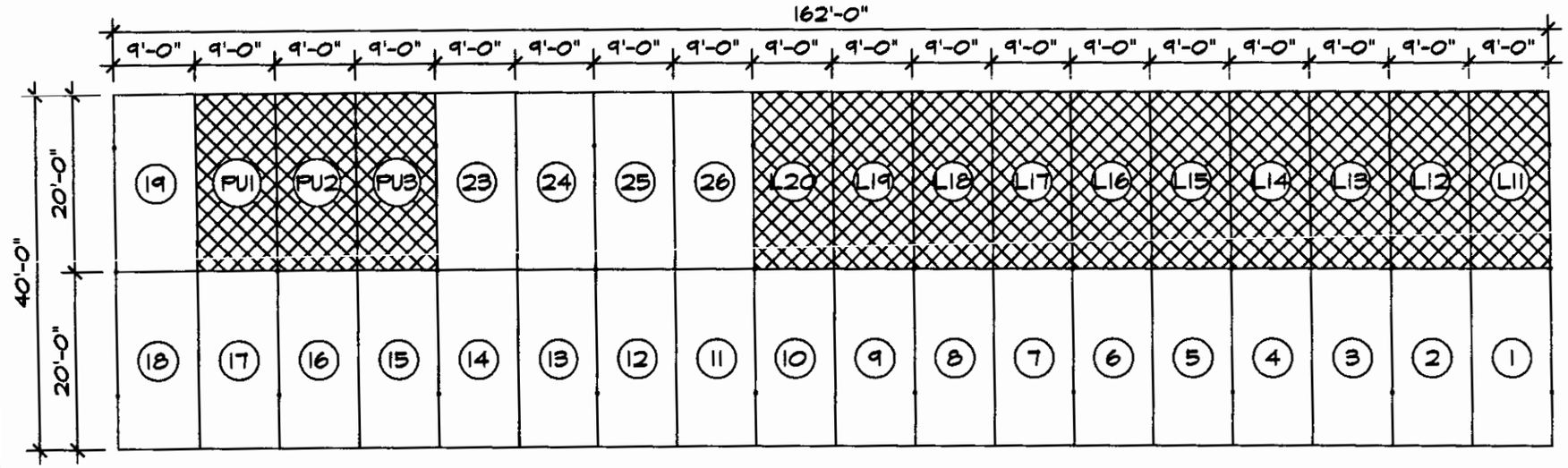
Surveyor/Licenced Professional Engineer

LEGEND

1. Total square footage of the Parking Lot is 23,486.21. Total square footage of the Refuse Service Area is 200.
2. There are 71 "controlled" parking spaces for purposes of Article II (G)(5)(b) of the Declaration.
3. Spaces marked as L1-L10, L11-L20, and PU1, PU2, and PU3 are part of the Parking Unit.
4. Spaces marked C1-C15 are Limited Common Elements appurtenant to Unit 1 (Commercial Unit)
5. Spaces marked 23,24, and 50-54 are Limited Common Elements appurtenant to Unit 5 (Fifth Floor Unit)
6. Spaces marked 25, 26 and 55-59 are Limited Common Elements appurtenant to Unit 6 (Sixth Floor Unit)
7. The dimensions of the parking spaces are further delineated on the following pages

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Registered Architect



LEGEND

REFER TO SITE PLAN FOR DESIGNATION OF PARKING SPACES

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Surveyor/Licenced Professional Engineer

C3 COVERED PARKING PLAN

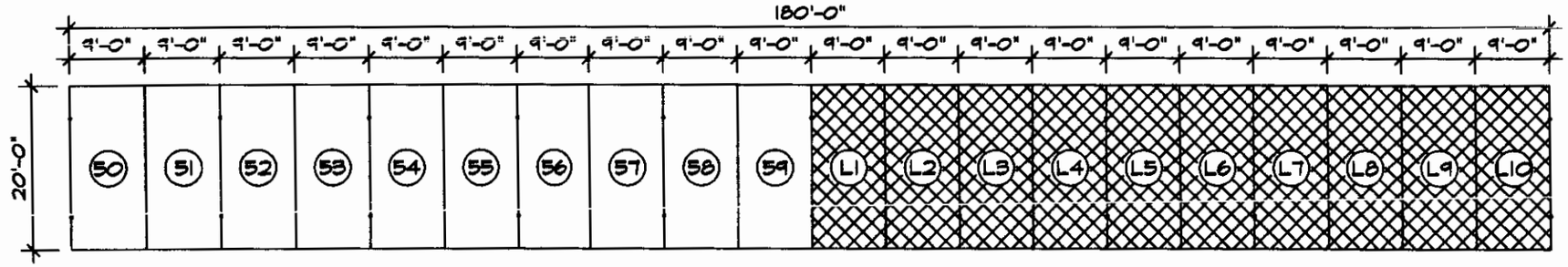
NOT TO SCALE

FINISH FLOOR ELEVATION 120'-0"

NOTE: ALL DIMENSIONS +/_ 1'-0"

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Registered Architect



LEGEND

REFER TO SITE PLAN FOR DESIGNATION OF PARKING SPACES

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Surveyor/Licenced Professional Engineer

C6	COVERED PARKING PLAN	
NOT TO SCALE	FINISH FLOOR ELEVATION 120'-0"	NOTE: ALL DIMENSIONS +/_ 1'-0"

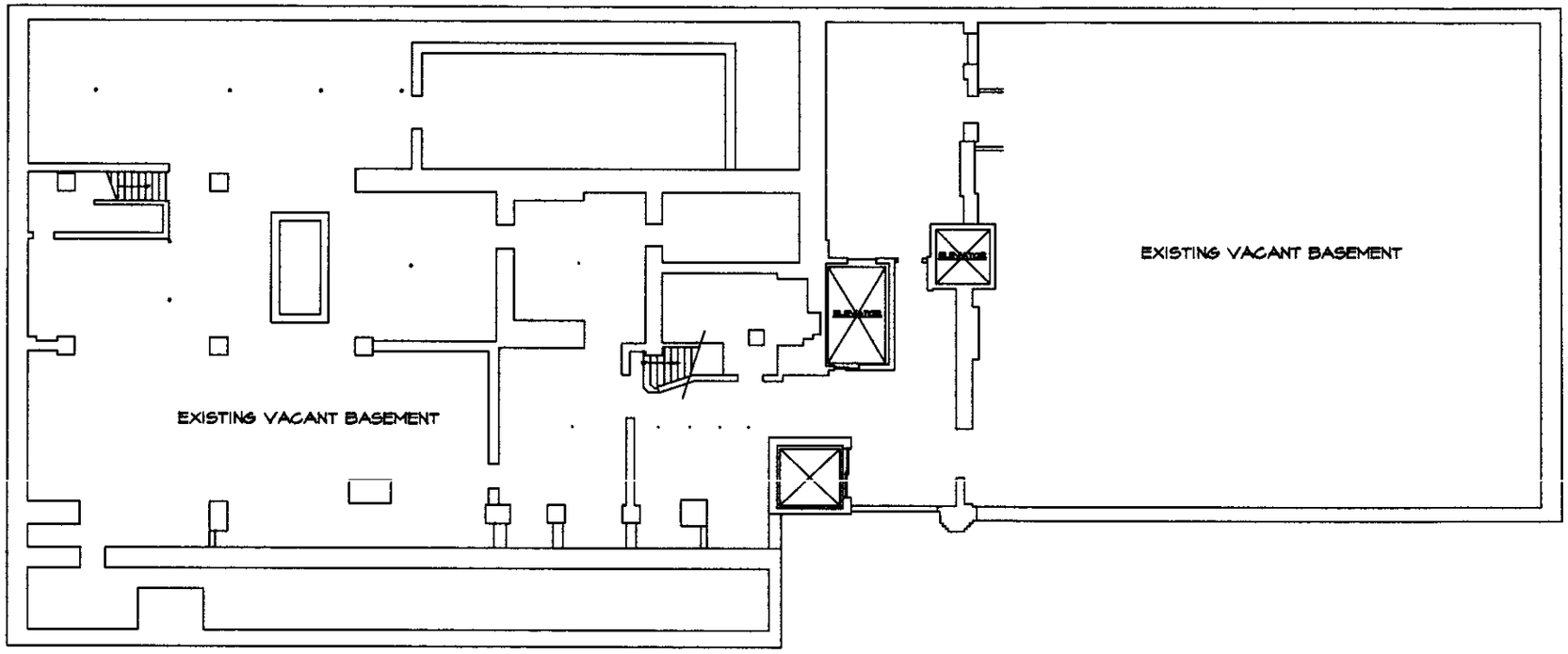
EXHIBIT H

STORAGE SPACE PLAN

Each of the Residential Units depicted on the following drawings of the second, third, and fourth floors of the Building are hereby assigned as a Limited Common Element the storage area centrally located on such Residential Unit's floor having a numerical designation corresponding to such Residential Unit.

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Registered Architect



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Surveyor/Licenced Professional Engineer

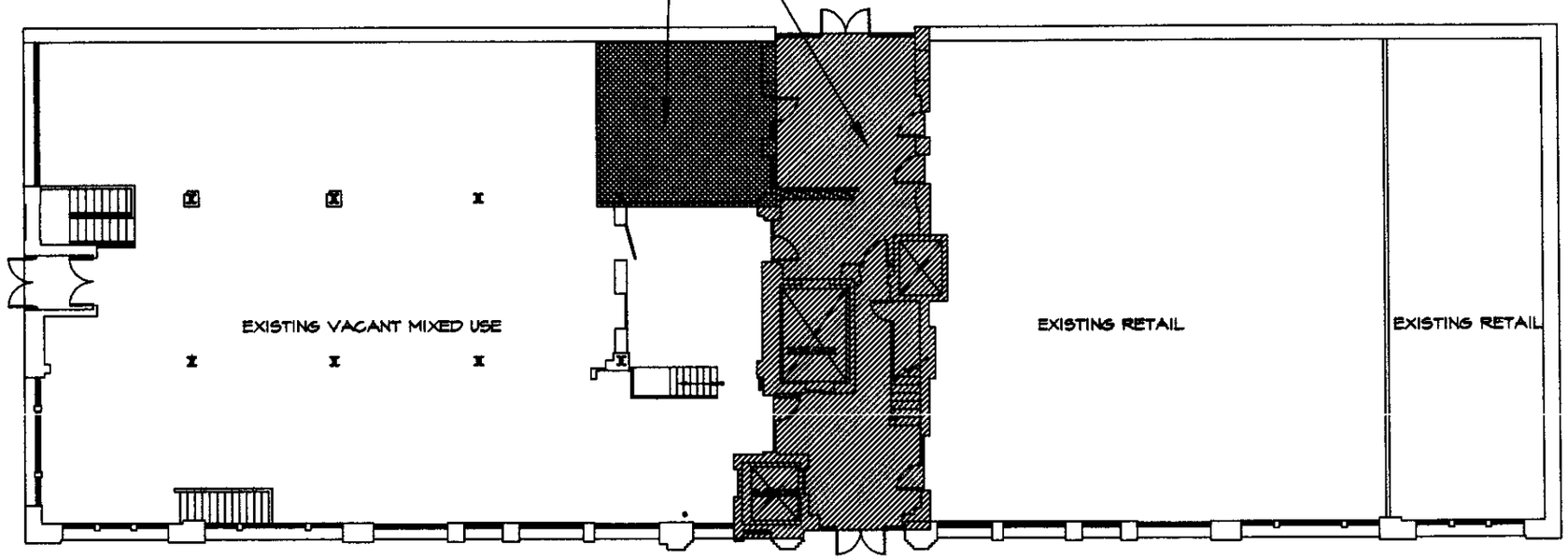
A1	BASEMENT FLOOR PLAN
NOT TO SCALE	NOTE: ALL DIMENSIONS +/_ 1'-0"

My signature affixed below certifies that this set of drawings of The Hartman Condominium accurately shows (i) the buildings and other improvements to the land as constructed; (ii) the layout, location, designation, and dimensions of each unit; and (iii) the layout, location, and dimension of the common elements, limited common elements, and their appurtenant facilities.

Registered Architect

COMMON ELEMENTS
SHOWN HATCHED TYP.

LIMITED COMMON ELEMENTS
SHOWN CROSS-HATCHED TYP.



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Surveyor/Licenced Professional Engineer

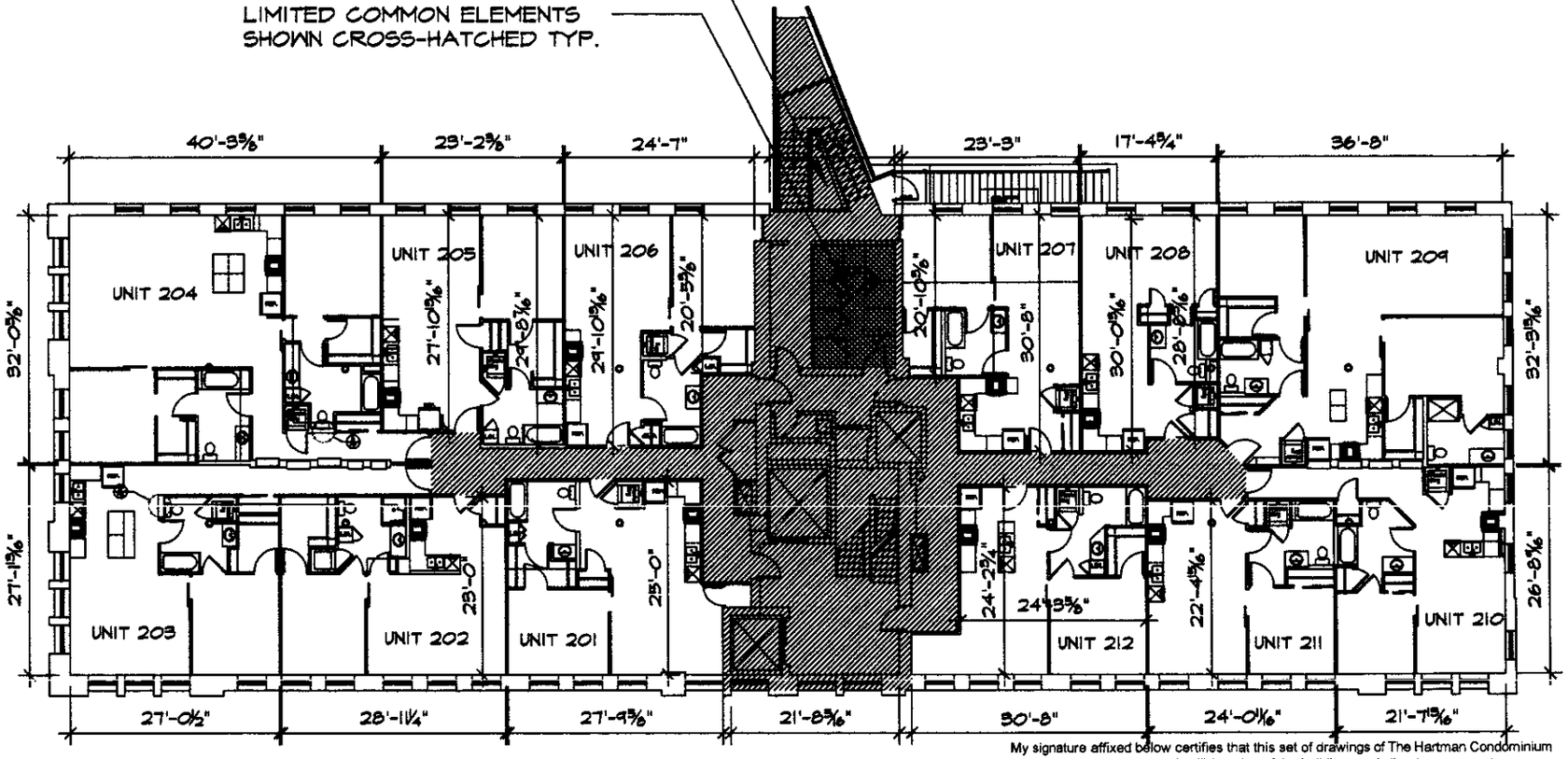
A2	FIRST FLOOR PLAN	
NOT TO SCALE	FINISH FLOOR ELEVATION 758'-0"	NOTE: ALL DIMENSIONS +/_ 1'-0"

My signature affixed below certifies that this set of drawings of The Hartman Condominium accurately shows (i) the buildings and other improvements to the land as constructed; (ii) the layout, location, designation and dimensions of each unit; and (iii) the layout, location, and dimension of the common elements, limited common elements, and their appurtenant facilities.

Registered Architect

COMMON ELEMENTS
SHOWN HATCHED TYP.

LIMITED COMMON ELEMENTS
SHOWN CROSS-HATCHED TYP.



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Surveyor/Licenced Professional Engineer

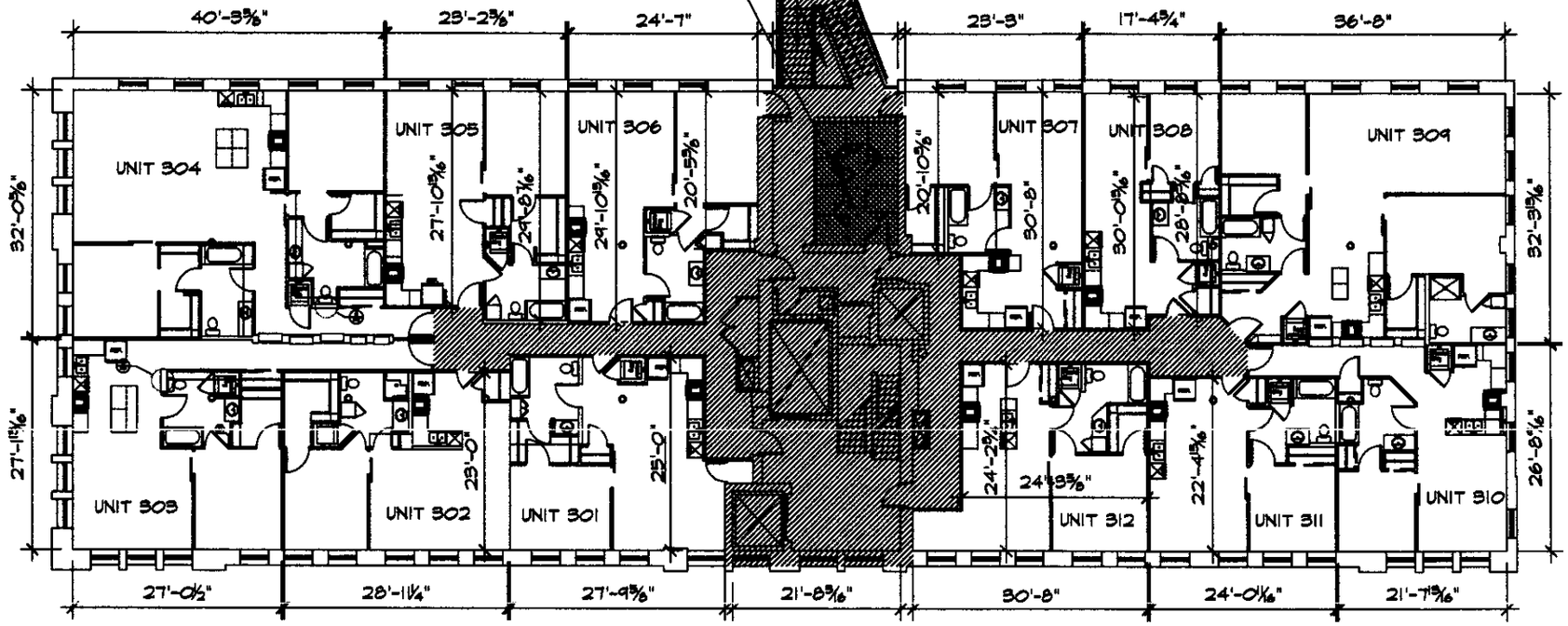
A3	SECOND FLOOR PLAN	
NOT TO SCALE	FINISH FLOOR ELEVATION 773'-0"	NOTE: ALL DIMENSIONS +/_ 1'-0"

My signature affixed below certifies that this set of drawings of The Hartman Condominium accurately shows (i) the buildings and other improvements to the land as constructed; (ii) the layout, location, designation, and dimensions of each unit; and (iii) the layout, location, and dimension of the common elements, limited common elements, and their appurtenant facilities.

Registered Architect

COMMON ELEMENTS
SHOWN HATCHED TYP.

LIMITED COMMON ELEMENTS
SHOWN CROSS-HATCHED TYP.



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Surveyor/Licenced Professional Engineer

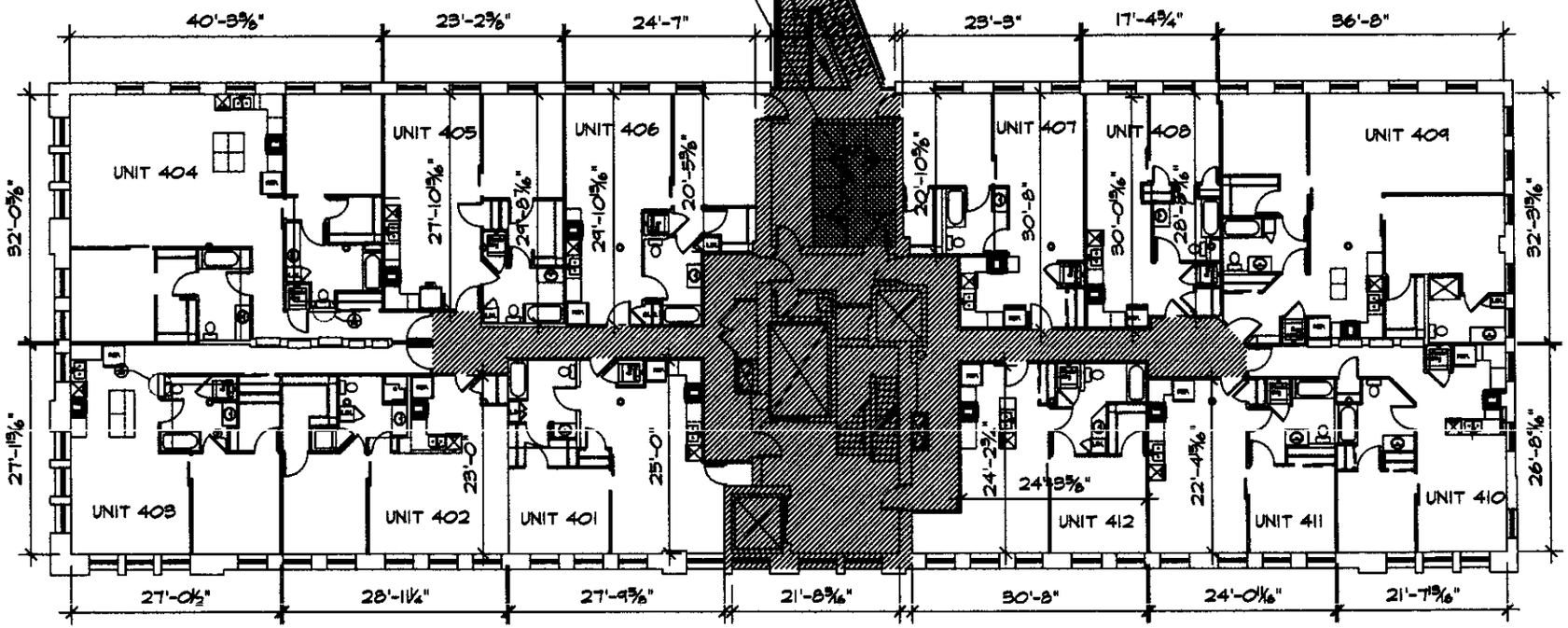
A4	THIRD FLOOR PLAN	
NOT TO SCALE	FINISH FLOOR ELEVATION 786'-2"	NOTE: ALL DIMENSIONS +/_ 1'-0"

My signature affixed below certifies that this set of drawings of The Hartman Condominium accurately shows (i) the buildings and other improvements to the land as constructed; (ii) the layout, location, designation, and dimensions of each unit; and (iii) the layout, location, and dimension of the common elements, limited common elements, and their appurtenant facilities.

Registered Architect

COMMON ELEMENTS
SHOWN HATCHED TYP.

LIMITED COMMON ELEMENTS
SHOWN CROSS-HATCHED TYP.



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Surveyor/Licenced Professional Engineer

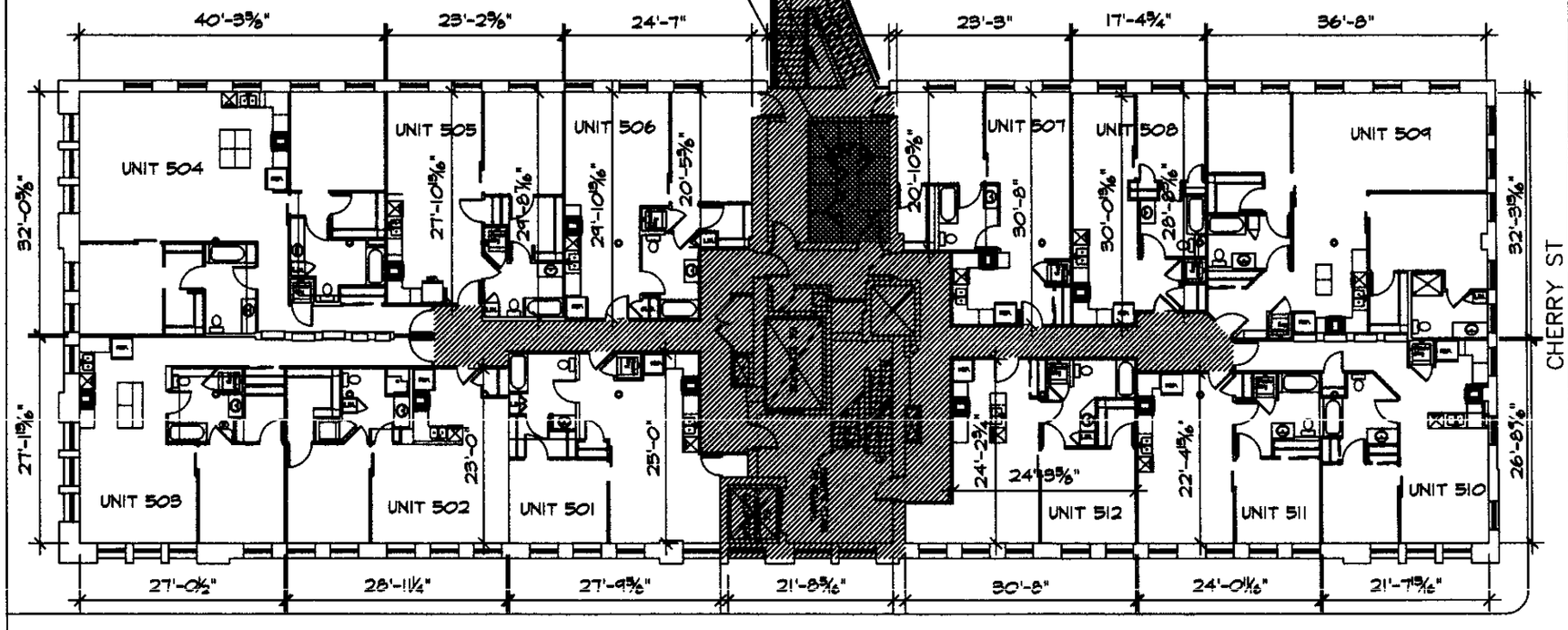
A5	FOURTH FLOOR PLAN	
NOT TO SCALE	FINISH FLOOR ELEVATION 799'-4"	NOTE: ALL DIMENSIONS +/_ 1'-0"

My signature affixed below certifies that this set of drawings of The Hartman Condominium accurately shows (i) the buildings and other improvements to the land as constructed; (ii) the layout, location, designation, and dimensions of each unit; and (iii) the layout, location, and dimension of the common elements, limited common elements, and their appurtenant facilities.

Registered Architect

COMMON ELEMENTS
SHOWN HATCHED TYP.

LIMITED COMMON ELEMENTS
SHOWN CROSS-HATCHED TYP.



SOUTH FOURTH STREET

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Surveyor/Licenced Professional Engineer

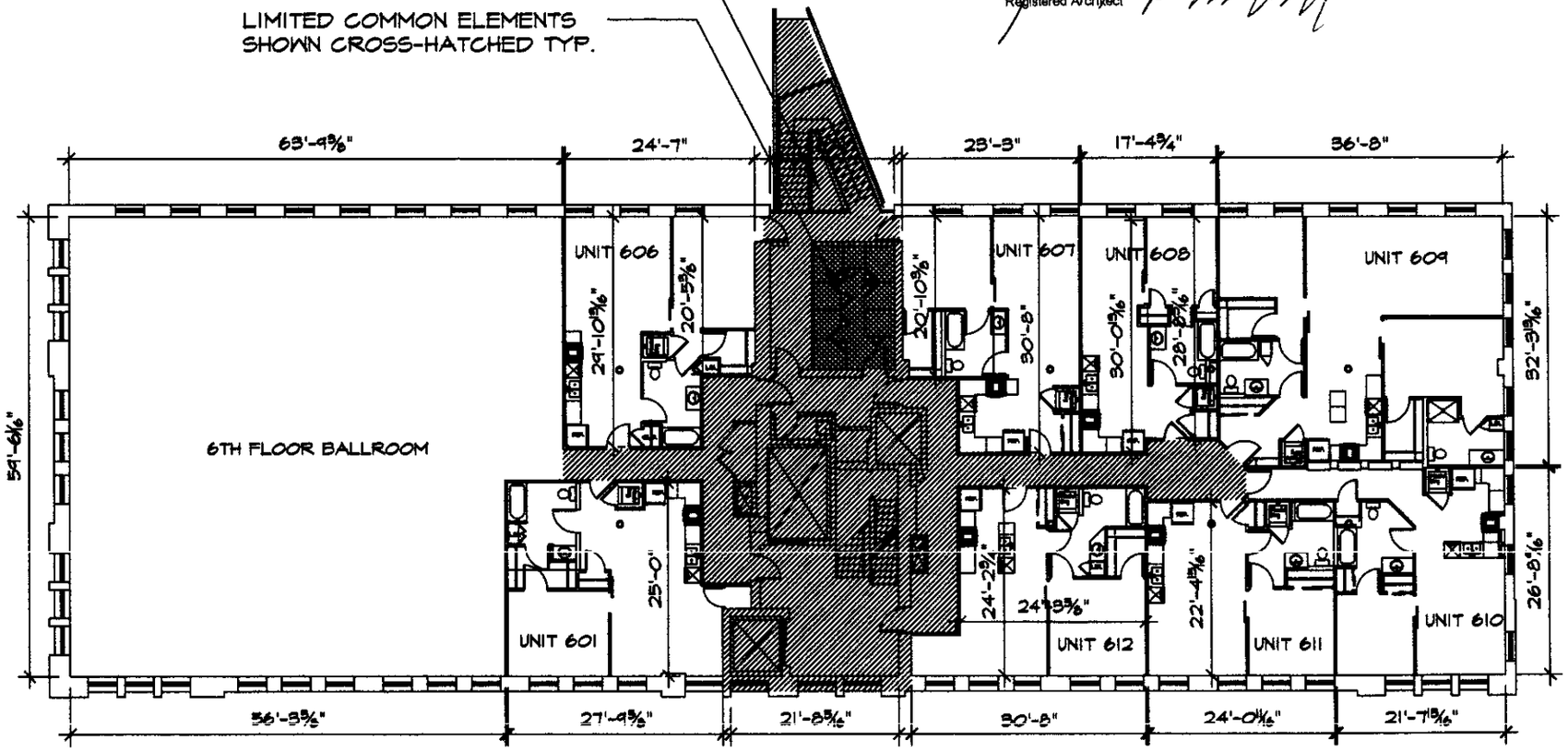
A6	FIFTH FLOOR PLAN	
NOT TO SCALE	FINISH FLOOR ELEVATION 812'-8"	NOTE: ALL DIMENSIONS +/_ 1'-0"

My signature affixed below certifies that this set of drawings of The Hartman Condominium accurately shows (i) the buildings and other improvements to the land as constructed; (ii) the layout, location, designation, and dimensions of each unit; and (iii) the layout, location, and dimension of the common elements, limited common elements, and their appurtenant facilities.

Registered Architect

COMMON ELEMENTS
SHOWN HATCHED TYP.

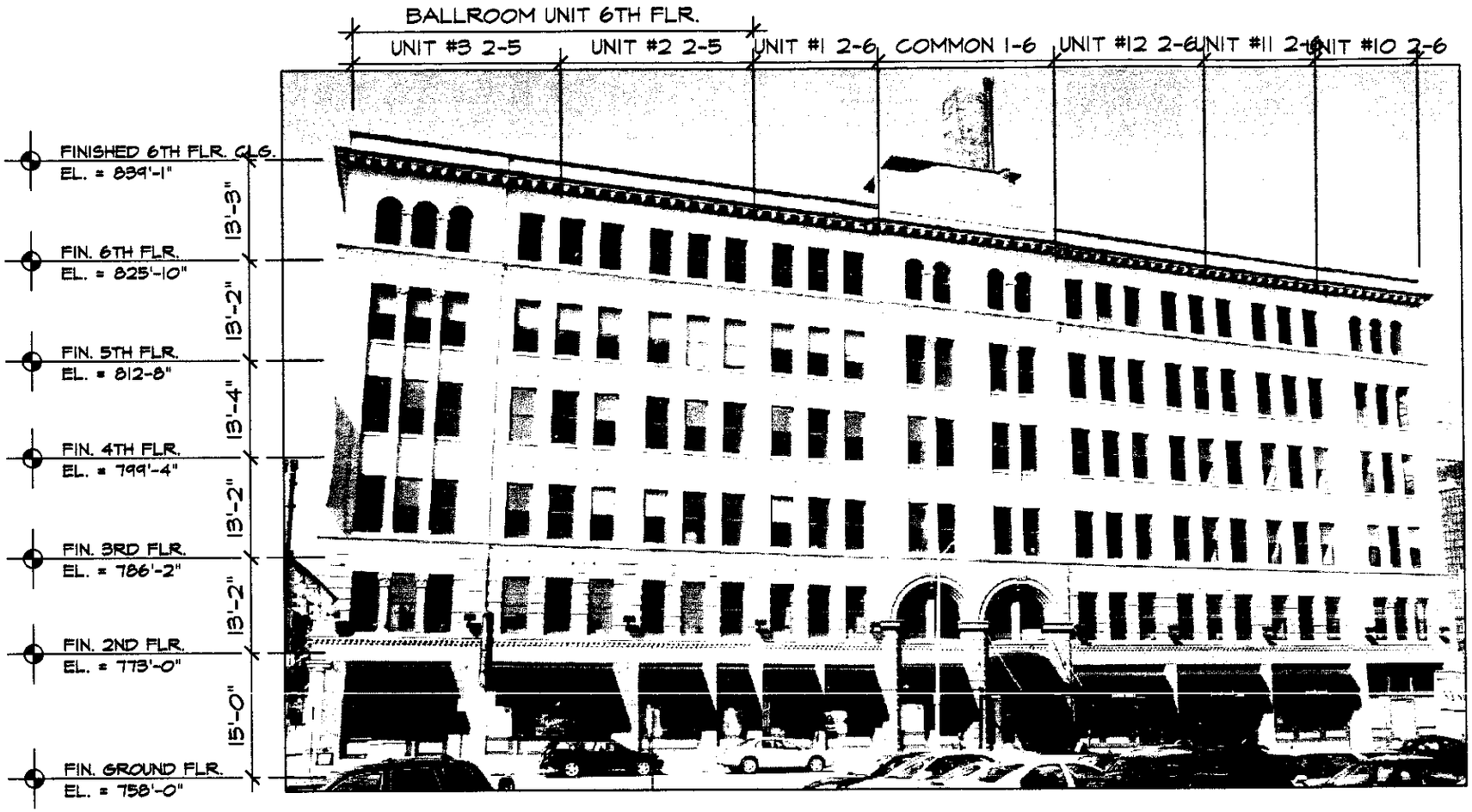
LIMITED COMMON ELEMENTS
SHOWN CROSS-HATCHED TYP.



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Surveyor/Licenced Professional Engineer

A7	SIXTH FLOOR PLAN	
NOT TO SCALE	FINISH FLOOR ELEVATION 825'-10"	NOTE: ALL DIMENSIONS +/_ 1'-0"



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Registered Architect

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Surveyor/Licenced Professional Engineer

B1

NOT TO SCALE

FRONT ELEVATION

FINISH FLOOR ELEVATION 120'-0"

NOTE: ALL DIMENSIONS +/_ 1'-0"

BALLROOM UNIT 6TH FLR.

UNIT #4 2-5 | UNIT #3 2-5



FINISHED 6TH FLR. CLG.
EL. = 839'-1"

13'-3"

FIN. 6TH FLR.
EL. = 825'-10"

13'-2"

FIN. 5TH FLR.
EL. = 812-8"

13'-4"

FIN. 4TH FLR.
EL. = 799'-4"

13'-2"

FIN. 3RD FLR.
EL. = 786'-2"

13'-2"

FIN. 2ND FLR.
EL. = 773'-0"

15'-0"

FIN. GROUND FLR.
EL. = 758'-0"

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Registered Architect

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Surveyor/Licenced Professionel Engineer

B2	REAR ELEVATION	
NOT TO SCALE	FINISH FLOOR ELEVATION 120'-0"	NOTE: ALL DIMENSIONS +/_ 1'-0"

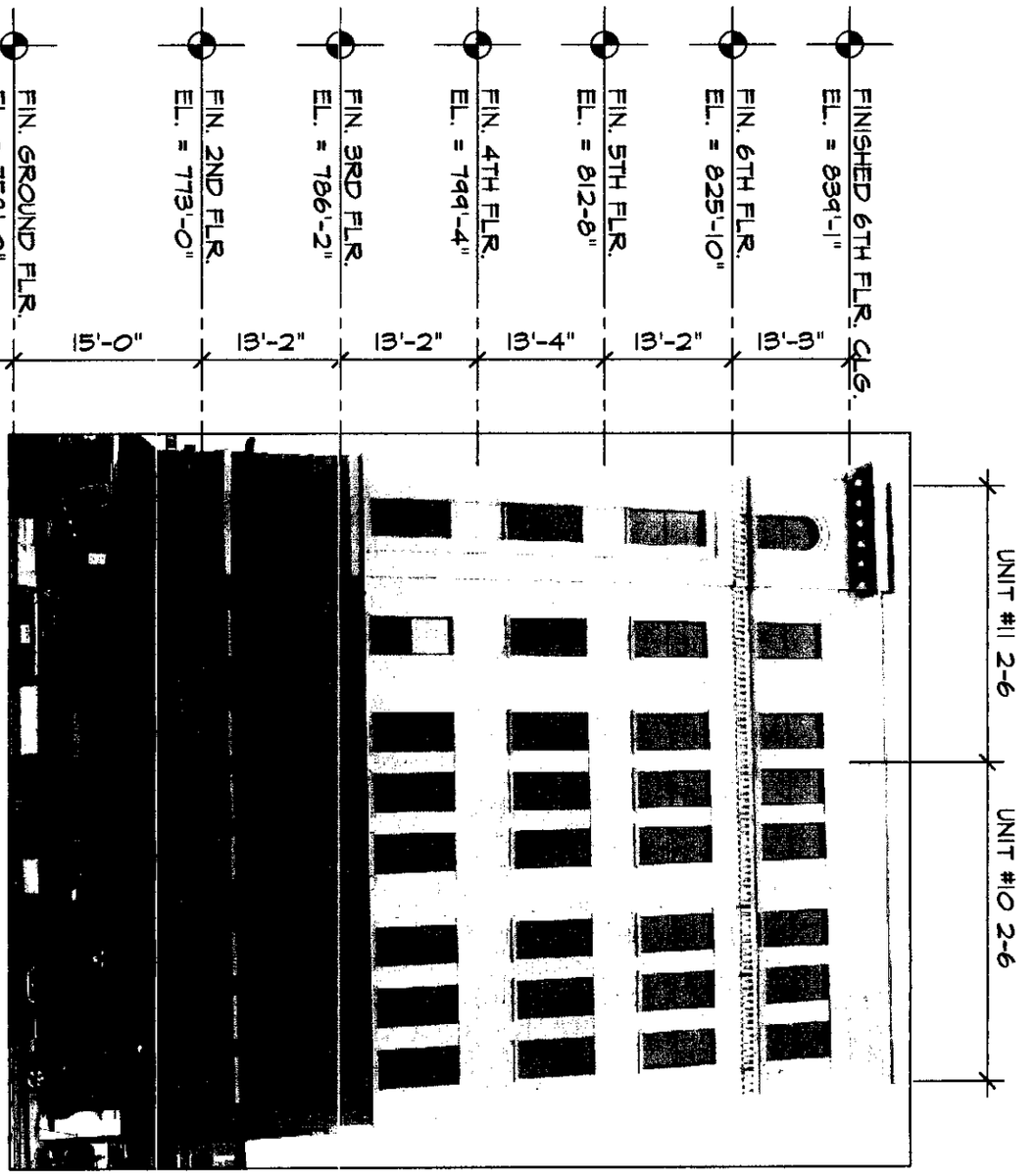
B3

SIDE ELEVATION

NOT TO SCALE

FINISH FLOOR ELEVATION 120'-0"

NOTE: ALL DIMENSIONS +/- 1'-0"

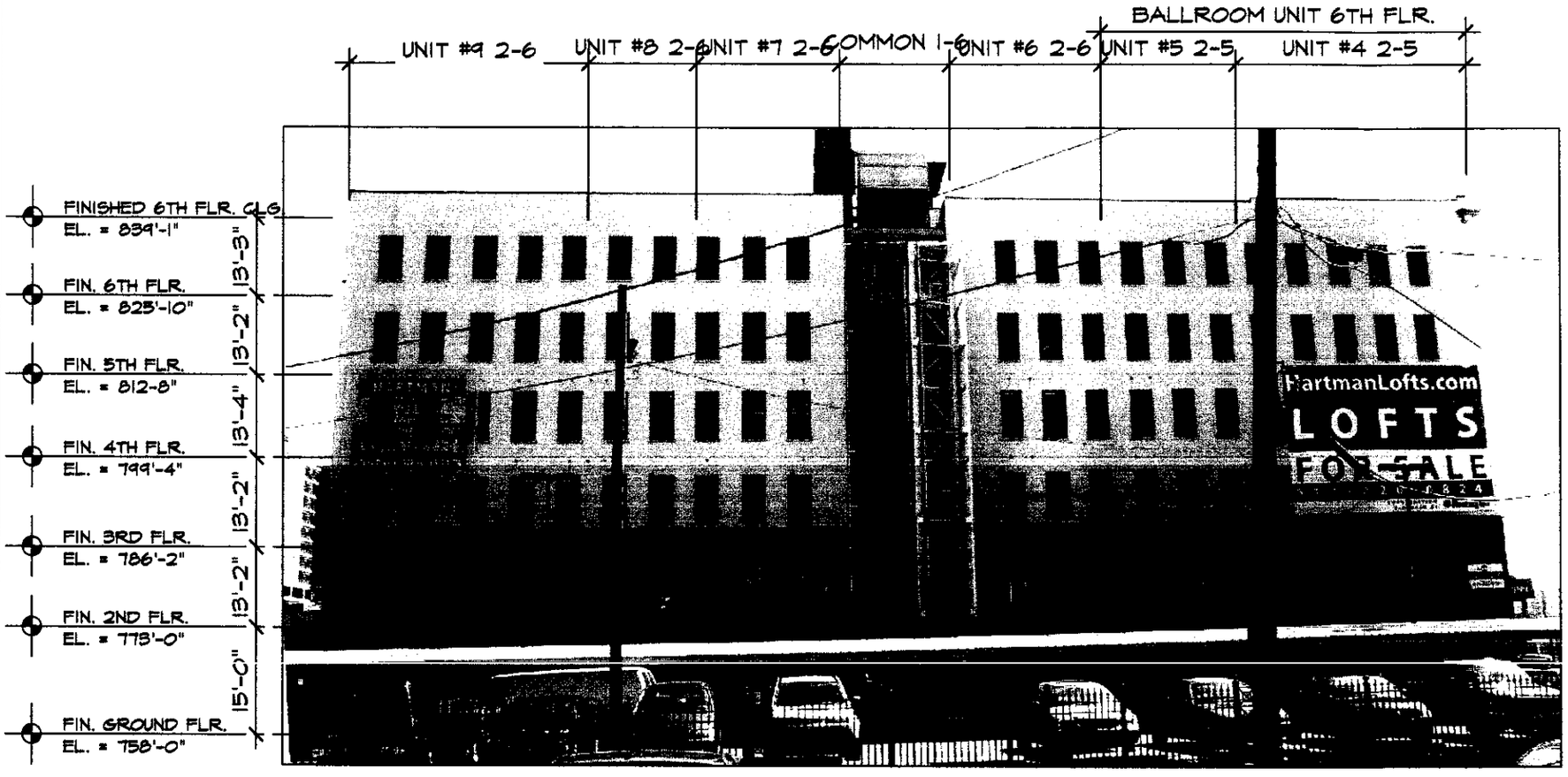


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Registered Architect

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Surveyor/Licenced Professional Engineer



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Registered Architect

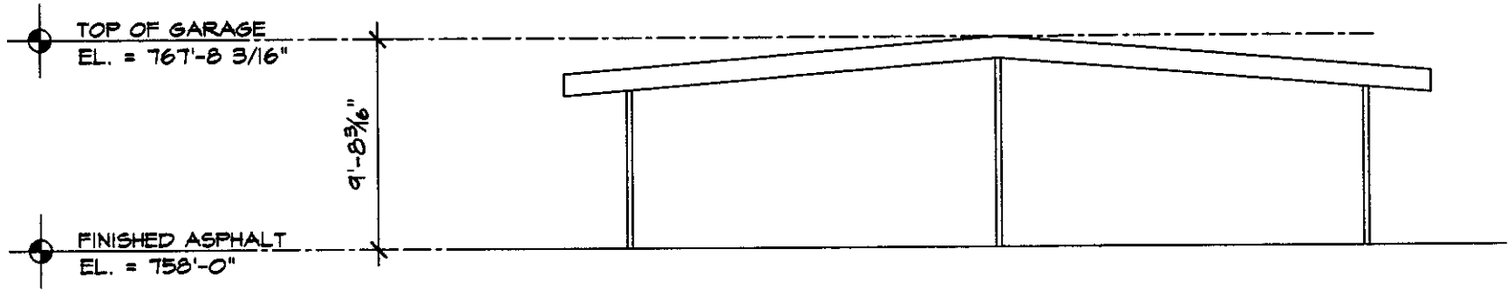
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Surveyor/Licenced Professional Engineer

B4	SIDE ELEVATION	
NOT TO SCALE	FINISH FLOOR ELEVATION 120'-0"	NOTE: ALL DIMENSIONS +/_ 1'-0"

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Registered Architect



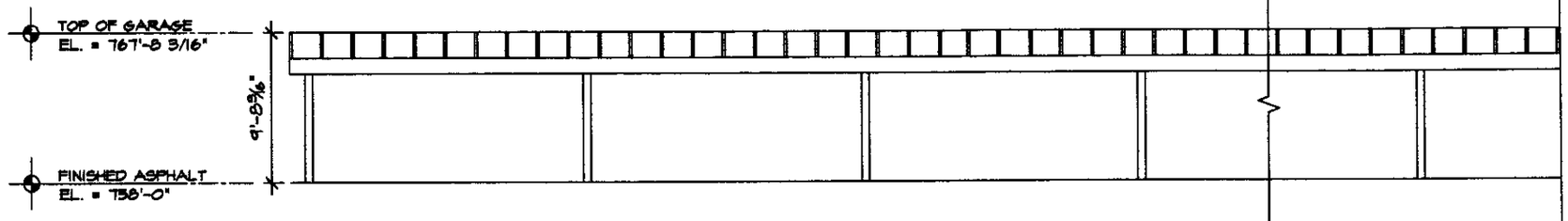
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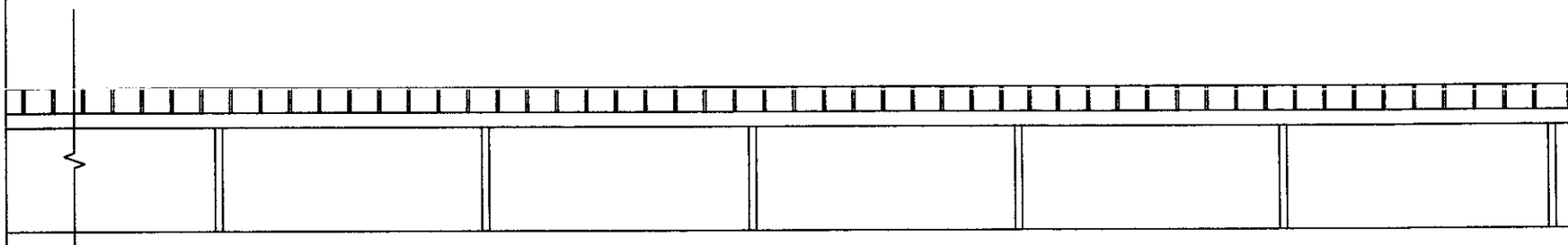
Surveyor/Licenced Professional Engineer

C1	COVERED PARKING SOUTH ELEVATION	
1/16" = 1'-0"	FINISH FLOOR ELEVATION 120'-0"	NOTE: ALL DIMENSIONS +/_ 1'-0"

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Registered Architect





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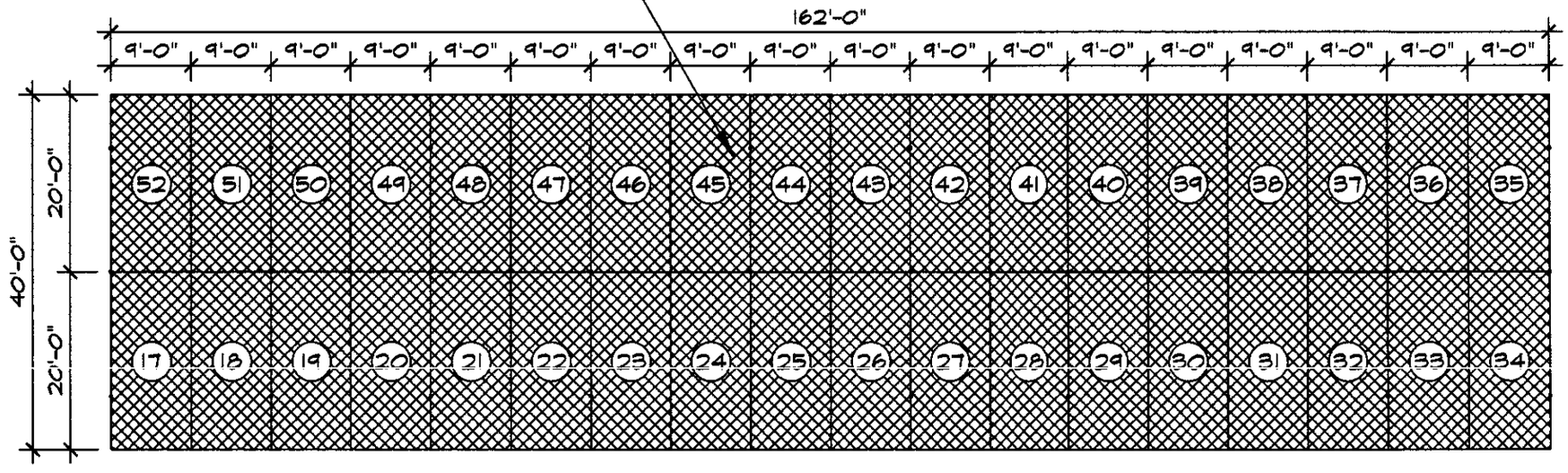
Surveyor/Licenced Professional Engineer

C2	COVERED PARKING EAST ELEVATION	
NOT TO SCALE	FINISH FLOOR ELEVATION 120'-0"	NOTE: ALL DIMENSIONS +/_ 1'-0"

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Registered Architect

LIMITED COMMON ELEMENTS
SHOWN CROSS-HATCHED TYP.



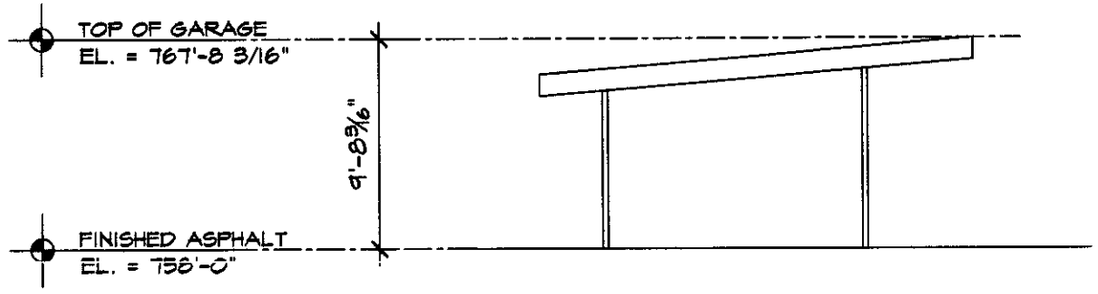
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Surveyor/Licenced Professional Engineer

C3	COVERED PARKING PLAN	
NOT TO SCALE	FINISH FLOOR ELEVATION 120'-0"	NOTE: ALL DIMENSIONS +/_ 1'-0"

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Registered Architect



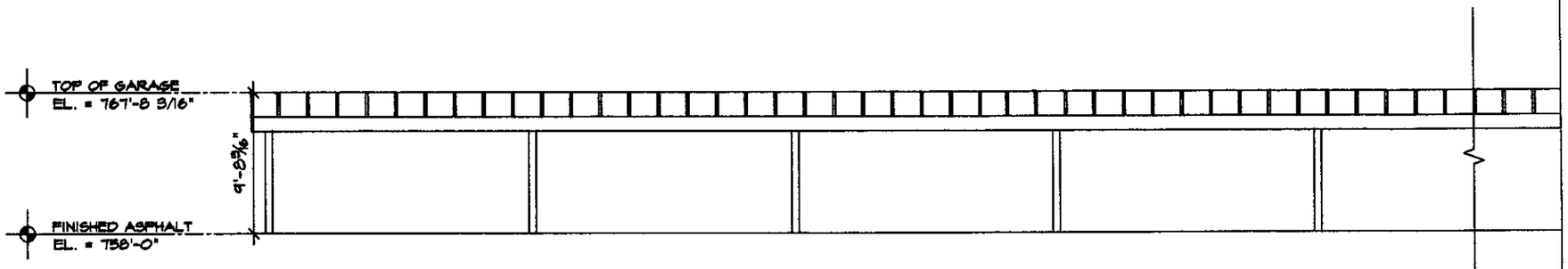
My signature affixed below certifies that this set of drawings of The Hartman Condominium property accurately shows the (i) location of the buildings and other improvements comprising such condominium; (ii) the location and dimensions of all encroachments and appurtenant recorded easements; and (iii) the distances between parcels of land shown on the drawings.

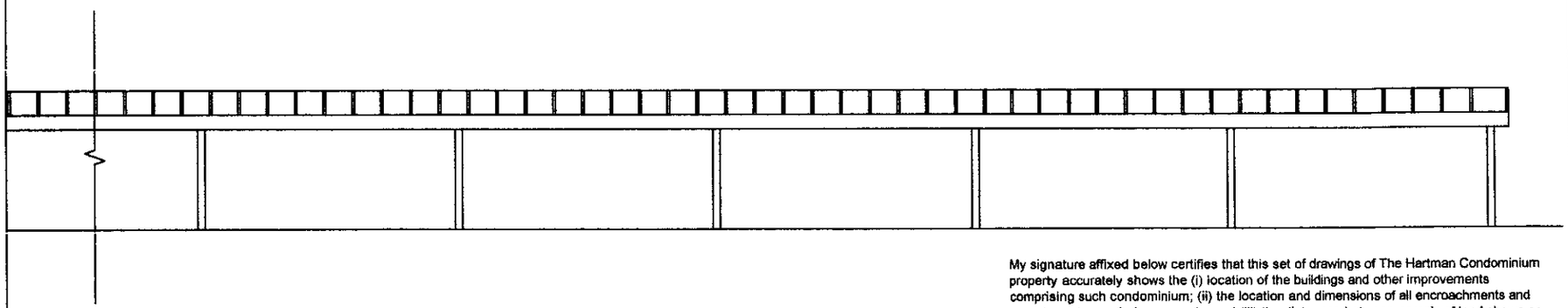
Surveyor/Licenced Professional Engineer

C4	COVERED PARKING SOUTH ELEVATION	
1/16" = 1'-0"	FINISH FLOOR ELEVATION 120'-0"	NOTE: ALL DIMENSIONS +/_ 1'-0"

My signature affixed below certifies that this set of drawings of The Hartman Condominium accurately shows (i) the buildings and other improvements to the land as constructed; (ii) the layout, location, designation, and dimensions of each unit; and (iii) the layout, location, and dimension of the common elements, limited common elements, and their appurtenant facilities.

Registered Architect





My signature affixed below certifies that this set of drawings of The Hartman Condominium property accurately shows the (i) location of the buildings and other improvements comprising such condominium; (ii) the location and dimensions of all encroachments and appurtenant recorded easements; and (iii) the distances between parcels of land shown on the drawings.

Surveyor/Licenced Professional Engineer

C5	COVERED PARKING EAST ELEVATION	
NOT TO SCALE	FINISH FLOOR ELEVATION 120'-0"	NOTE: ALL DIMENSIONS +/_ 1'-0"

Condominium Plat
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Robert G. Montgomery
Franklin County Recorder

THE HARTMAN CONDOMINIUM
FIRST AMENDMENT TO DECLARATION

This First Amendment to Declaration ("Amendment") is entered into as of this 23rd day of January 2008 by **150 EAST MAIN LTD.**, an Ohio limited liability company (the "Declarant").

Original Declaration : 200607060132003

Recitals

WHEREAS, Declarant filed of record that certain Declaration of Condominium Ownership (the "Declaration") for The Hartman Condominium (the "Hartman") on July 6, 2006, submitting the real property described in Exhibit A attached hereto, and the building (the "Building") situated thereon, to the provisions of Chapter 5311 of the Ohio Revised Code (the "Condominium Act"); and

WHEREAS, the Declaration established forty (40) separate condominium units (collectively with the condominium units created pursuant to this Amendment, the "Units") at the Hartman, including a commercial unit comprising the entire first floor of the Building and designated as "Unit 1" (the "Commercial Unit"); thirty-six (36) units established for residential purposes and located on the second, third, and fourth floors of the Building (the "Residential Units"); a unit comprising the entire fifth floor of the Building (the "Fifth Floor Unit"); a unit comprising the entire sixth floor of the Building (the "Sixth Floor Unit"); and a unit comprising a portion of the parking lot located on the Building's western exterior (the "Parking Unit"); and

WHEREAS, the Commercial Unit, the Fifth Floor Unit, the Sixth Floor Unit, and the Parking Unit are all "convertible units," as such term is defined in O.R.C. Sec. 5311.01(Q); and

WHEREAS, Declarant holds legal title to the Commercial Unit, the Fifth Floor Unit, the Sixth Floor Unit, and the Parking Unit (collectively, the "Convertible Units");

WHEREAS, Declarant wishes to convert the Fifth Floor Unit, the Sixth Floor Unit and the Parking Unit pursuant to the provisions of O.R.C. Sec. 5311.033 and the Declaration to create additional Units and appurtenant Common Elements at the Hartman in accordance with the terms of this Amendment; and

WHEREAS, Declarant wishes to reallocate the rights to use certain limited common elements between the Fifth Floor Unit and the Sixth Floor Unit pursuant to the provisions of O.R.C. Sec. 5311.032 in conjunction with the conversion of the Fifth Floor Unit and the Sixth Floor Unit in accordance with the terms of this Amendment.

NOW THEREFORE in furtherance of the objectives set forth in the foregoing recitals, Declarant hereby amends and supplements the Declaration as follows. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Declaration.

TRANSFERRED

FEB 05 2008

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

Joseph W. Testa / JGR

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 199 PAGE 82-85

ARTICLE I
CONVERSION OF THE FIFTH FLOOR UNIT

Section 1.01: Conversion

The Fifth Floor Unit is hereby divided into twelve (12) separately designated and legally described freehold estates (each a "Converted Fifth Floor Unit" and, collectively, the "Converted Fifth Floor Units"). The boundaries, composition, dimensions, and unit designation of each Converted Fifth Floor Unit are set forth on the drawings attached hereto as Exhibit B (the "Amended Drawings"), provided that such Amended Drawings are intended to be interpreted consistently with the description set forth in Article II(E) of the Declaration with respect to each Residential Unit in the Hartman. The Converted Fifth Floor Units shall be utilized, maintained, and enjoyed in accordance with the terms and conditions of the Declaration (as modified by this Amendment) to the same extent and manner as such terms and conditions are applicable to the Residential Units located on the Building's second, third, and fourth floors.

Section 1.02: Par Values and Undivided Interests

The Par Value, and resulting Undivided Interest, assigned by the Declaration to the Fifth Floor Unit is hereby re-allocated to the Converted Fifth Floor Units in accordance with the schedule attached hereto as Exhibit C.

Section 1.03: Common Elements

(A) Fifth Floor Common Elements. All portions of the Fifth Floor Unit not constituting part of a Converted Fifth Floor Unit pursuant to the Amended Drawings and the description set forth in Article II(E) of the Declaration are hereby designated as Common Elements of the Hartman. To the extent any Common Element located on the Building's fifth floor would constitute a Limited Common Element appurtenant to one or more Residential Units under Article II(F)(2) of the Declaration if located on the Building's second, third, or fourth floors, such Common Element shall constitute a Limited Common Element appurtenant to the applicable Converted Fifth Floor Unit(s). Other Limited Common Elements, including the storage areas located in the central portion of the Building's fifth floor, shall be appurtenant to the Converted Fifth Floor Units as designated on the Amended Drawings. The Common Elements and Limited Common Elements established from the Fifth Floor Unit shall be utilized, maintained, and operated in accordance with the terms of the Declaration applicable to the other Common Elements and Limited Common Elements of the Hartman including, but not limited to, the provisions set forth in Article II(F), Article II(G), and Article III of the Declaration.

(B) Parking Lot. The Parking Lot Plan set forth in Exhibit G to the Declaration is hereby amended to re-allocate those parking spaces originally designated as Limited Common Elements appurtenant to the Fifth Floor Unit, and the rights to the use thereof, as Limited Common Elements appurtenant to the Converted Fifth Floor Units or the Converted Sixth Floor Units in accordance with and as specified on the schedule attached hereto as Exhibit E and the Amended Drawings.

Section 1.04: Voting Rights

The twelve (12) votes originally allocated to the Fifth Floor Unit pursuant to Article IV(D) of the Declaration are hereby re-allocated such that the owner of each of the twelve (12) Converted Fifth Floor Units shall be entitled to exercise one (1) vote. The exercise of voting rights, including, but not limited to, the appointment of proxies, quorum requirements, elections, and related matters involving the operation of the Hartman Condominium Association, shall be governed in accordance with the terms of the Bylaws of the Hartman Condominium Association and the Declaration.

Section 1.05: Common Expenses

Proportionate shares of Common Expenses, Common Assessments, Common Surplus, Common Profits, and Common Losses shall be allocated to each Converted Fifth Floor Unit in accordance with its Undivided Interest as set forth on Exhibit C. The payment or distribution of Common Expenses, Common Assessments, Common Surplus, Common Profits, and Common Losses by or to each owner of a Converted Fifth Floor Unit shall be made as described and set forth in Article V of the Declaration.

Section 1.06: Future Conversion Prohibited

The Converted Fifth Floor Units, as established pursuant to the terms of this Amendment, shall not constitute "convertible units" as such term is defined O.R.C. Sec. 5311.01(Q).

ARTICLE II
CONVERSION OF THE SIXTH FLOOR UNIT

Section 2.01: Conversion

The Sixth Floor Unit is hereby divided into ten (10) separately designated and legally described freehold estates (each a "Converted Sixth Floor Unit" and, collectively, the "Converted Sixth Floor Units"). The boundaries, composition, dimensions, and unit designation of each Converted Sixth Floor Unit are set forth on the drawings attached hereto as Exhibit B (the "Amended Drawings"), provided that such Amended Drawings are intended to be interpreted consistently with the description set forth in Article II(E) of the Declaration with respect to each Residential Unit in the Hartman. The Converted Sixth Floor Units shall be utilized, maintained, and enjoyed in accordance with the terms and conditions of the Declaration (as modified by this Amendment) to the same extent and manner as such terms and conditions are applicable to the Residential Units located on the Building's second, third, and fourth floors.

Section 2.02: Par Values and Undivided Interests

The Par Value, and resulting Undivided Interest, assigned by the Declaration to the Sixth Floor Unit is hereby re-allocated to the Converted Sixth Floor Units in accordance with the schedule attached hereto as Exhibit C.

Section 2.03: Common Elements

(A) Sixth Floor Common Elements. All portions of the Sixth Floor Unit not constituting part of a Converted Sixth Floor Unit pursuant to the Amended Drawings and the description set forth in Article II(E) of the Declaration are hereby designated as Common Elements of the Hartman. To the extent any Common Element located on the Building's Sixth Floor would constitute a Limited Common Element appurtenant to one or more Residential Units under Article II(F)(2) of the Declaration if located on the Building's second, third, or fourth floors, such Common Element shall constitute a Limited Common Element appurtenant to the applicable Converted Sixth Floor Unit(s). Other Limited Common Elements, including the storage areas located in the central portion of the Building's Sixth Floor, shall be appurtenant to the Converted Sixth Floor Units as designated on the Amended Drawings. The Common Elements and Limited Common Elements established from the Sixth Floor Unit shall be utilized, maintained, and operated in accordance with the terms of the Declaration applicable to the other Common Elements and Limited Common Elements of the Hartman including, but not limited to, the provisions set forth in Article II(F), Article II(G), and Article III of the Declaration.

(B) Parking Lot. The Parking Lot Plan set forth in Exhibit G to the Declaration is hereby amended to re-allocate those parking spaces originally designated as Limited Common Elements appurtenant to the Sixth Floor Unit, and the rights to the use thereof, as Limited Common Elements appurtenant to the Converted Fifth Floor Units or the Converted Sixth Floor Units in accordance with and as specified on the schedule attached hereto as Exhibit E and the Amended Drawings.

Section 2.04: Voting Rights

The twelve (12) votes originally allocated to the Sixth Floor Unit pursuant to Article IV(D) of the Declaration are hereby re-allocated in accordance with the schedule attached hereto as Exhibit D. The exercise of voting rights, including, but not limited to, the appointment of proxies, quorum requirements, elections, and related matters involving the operation of the Hartman Condominium Association, shall be governed in accordance with the terms of the Bylaws of the Hartman Condominium Association and the Declaration.

Section 2.05: Common Expenses

Proportionate shares of Common Expenses, Common Assessments, Common Surplus, Common Profits, and Common Losses shall be allocated to each Converted Parking Unit in accordance with its Undivided Interest as set forth on Exhibit C. The payment or distribution of Common Expenses, Common Assessments, Common Surplus, Common Profits, and Common Losses by or to each owner of a Converted Sixth Floor Unit shall be made as described and set forth in Article V of the Declaration.

Section 2.06: Future Conversion Prohibited

The Converted Sixth Floor Units, as established pursuant to the terms of this Amendment, shall not constitute "convertible units" as such term is defined O.R.C. Sec. 5311.01(Q).

ARTICLE III
CONVERSION OF THE PARKING UNIT

Section 3.01: Conversion

The Parking Unit is hereby divided into twenty-three (23) separately designated and legally described freehold estates (each a "Converted Parking Space Unit" and, collectively, the "Converted Parking Space Units"). The boundaries, composition, dimensions, and unit designation of each Converted Parking Unit are set forth on the drawings attached hereto as Exhibit B (the "Amended Drawings"). The Converted Parking Units shall be utilized, maintained, and enjoyed in accordance with the terms and conditions of the Declaration (as modified by this Amendment) to the same extent and manner as such terms and conditions are applicable to the units located in the Building.

Section 3.02: Par Values and Undivided Interests

The Par Value, and resulting Undivided Interest, assigned by the Declaration to the Parking Unit is hereby re-allocated to the Converted Parking Space Units in accordance with the schedule attached hereto as Exhibit C.

Section 3.03: Revised Parking Lot Plan

The Parking Lot Plan set forth in Exhibit G to the Declaration is hereby amended to separately designate the Converted Parking Space Units as legally described freehold estates in accordance with the Amended Drawings attached hereto as Exhibit B.

Section 3.04: Voting Rights

None of the twenty-three (23) Converted Parking Space Units shall be allocated voting rights in the Association.

Section 3.05: Common Expenses

Proportionate shares of Common Expenses, Common Assessments, Common Surplus, Common Profits, and Common Losses shall be allocated to each Converted Parking Space Unit in accordance with its Undivided Interest as set forth on Exhibit C. The payment or distribution of Common Expenses, Common Assessments, Common Surplus, Common Profits, and Common Losses by or to each owner of a Converted Parking Space Unit shall be made as described and set forth in Article V of the Declaration.

ARTICLE IV
CONVERSION OF THE COMMERCIAL UNIT

[Reserved]

ARTICLE V
MISCELLANEOUS

Section 5.01: Definitions

Any capitalized term not otherwise defined in this Amendment shall have the meaning set forth for such term in the Declaration.

Section 5.02: Applicability of Condominium Instruments

Except as otherwise expressly stated herein, the terms and conditions of the Declaration and the Condominium Instruments pertaining to the rights and obligations of the Owners of Residential Units, the Parking Space Units, the Declarant, mortgagees, or other parties shall be deemed to apply to the same extent and with equal force to the Converted Fifth Floor Units, the Converted Sixth Floor Units and the Converted Parking Space Units. Each owner of a Converted Fifth Floor Unit, a Converted Sixth Floor Unit and a Converted Parking Space Unit shall be deemed a successor in interest to the Owner of the Fifth Floor Unit, the Owner of the Sixth Floor Unit and the Owner of the Parking Unit, respectively, with any economic rights and obligations of such successors shared on a pro-rata basis in accordance with the proportion each such successor's Undivided Interest in the Common Elements bears to the Undivided Interest originally allocated to the Fifth Floor Unit, the Sixth Floor Unit or, in the case of the Parking Unit, to the total number of parking spaces in the Parking Lot as provided in Article II(G)(5)(b) of the Declaration, as applicable. Notwithstanding the foregoing, each owner of a Converted Fifth Floor Unit, a Converted Sixth Floor Unit and a Converted Parking Space Unit shall enjoy the benefit of any protection afforded by the Declaration and the Condominium Instruments to a subsequent Unit owner with respect to the monetary or non-monetary obligations of a prior owner.

Section 5.03: Title to Units Subject to Declaration and this Amendment

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

Section 5.04: Saving Clause

The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Amendment, or any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Amendment.

Section 5.05: Headings and Captions

The headings and captions in this Amendment are inserted only as a matter of convenience and for reference purposes. The headings and captions shall neither be deemed nor construed to define, limit, or describe the scope or intent of this Amendment, nor in any way affect this Amendment.

Section 5.06: Gender

The use of the masculine gender in this Amendment shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5.07: Liberal Interpretation

The provisions of this Amendment shall be liberally interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a first-class Condominium Property.

Section 5.08: Successors and Assigns

The provisions of this Amendment shall be binding upon and inure to the benefit of the Declarant and its successors and assigns.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Declarant has caused its name to be signed to these presents as of the date first set forth above.

150 EAST MAIN LTD.,
an Ohio limited liability company

By: _____
Name: Lawrence G. Reben
Title: Co-Manager

ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in an for said County and State aforesaid, personally appeared 150 East Main Ltd., by Lawrence G. Reben, its Co-Manager, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed individually and as such the free act and deed of said limited liability company.

Given under my hand and Notarial Seal this 23 day of January 2008.

NOTARIAL SEAL STATE OF OHIO

Amy D. Slane
NOTARY PUBLIC, STATE OF OHIO
Section 147.03 R.C.
Commission expires March 2010

Amy D Slane
Notary Public

My Commission Expires: 3-2, 2010

THIS INSTRUMENT PREPARED BY:

W. Michael Schaffner, Esq.
Squire, Sanders & Dempsey, L.L.P.
41 South High Street
Columbus, Ohio 43215

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1:

Situated in the County of Franklin, State of Ohio and in the City of Columbus:

Being a part of Inlots Numbers Six Hundred and Six (606), Six Hundred and Seven (607) and Six Hundred and Eight (608) in the City of Columbus:

Being all that part of said Inlots lying West of the Last one-third of said Inlots and East of the following described line to-wit:

Beginning at a point in the North line of Main Street distant 64.20 feet Easterly from the East line of Lazelle Street, said point being the center line of a brick partition wall in the three story brick building now standing on the West part of said Inlots said wall being the West side of a stairway leading to the upper floor of said building; thence Northerly through said partition wall and parallel with the east line of Lazelle Street 188 feet to the South line of Cherry Street.

Parcel 2:

Being 64.19 feet off the West ends of the Inlots Six Hundred Six (606), Six Hundred Seven (607) and Six Hundred Eight (608), upon the recorded plat thereof, of record in Deed Book "F", Page 332, Recorder's Office, Franklin County, Ohio.

Parcel 3:

Being the East one-third of Inlots Six Hundred Six (606), Six Hundred Seven (607) and Six Hundred Eight (608) in the City of Columbus, County of Franklin, and State of Ohio, as the same are numbered and delineated upon the recorded plat thereof, of record in Deed Book F, Page 332, Recorder's Office, Franklin County, Ohio, and being the same East third part of said Inlots situated on the North West corner of Fourth and Main Streets in said City, and being Sixty-two and one-half (62 ½) feet East and West by One Hundred Eighty-seven and one-half (187 ½) feet North and South and being the same property conveyed by William V. Baker to Samuel B. Hartman by deed dated June 1, 1897, and recorded in Deed Record Vol. No. 294, Page 485, in the County Recorder's Office, Franklin County, Ohio.

Parcel Nos. 010-002574 and 010-057826 Also known as: 150 East Main Street, Columbus, Ohio

EXHIBIT B
DRAWINGS

EXHIBIT C
RE-ALLOCATION OF UNDIVIDED INTERESTS

Fifth Floor

The Declaration allocated a Par Value to the Fifth Floor Unit of 9,521 and a resulting Undivided Interest equal to 16.129% of the total Undivided Interests of the Hartman. Such Par Value and Undivided Interest is hereby re-allocated among the Converted Fifth Floor Units as follows:

Fifth Floor Unit	Par Value	Undivided Interest
501	722	1.223%
502	707	1.198%
503	915	1.550%
504	1400	2.372%
505	687	1.164%
506	706	1.196%
507	673	1.140%
508	582	0.986%
509	1177	1.994%
510	701	1.188%
511	575	0.974%
512	676	1.145%
Total	**9,521**	**16.129%**

Sixth Floor

The Declaration allocated a Par Value to the Sixth Floor Unit of 9,521 and a resulting Undivided Interest equal to 16.129% of the total Undivided Interests of the Hartman. Such Par Value and Undivided Interest is hereby re-allocated among the Converted Sixth Floor Units as follows:

Sixth Floor Unit	Par Value	Undivided Interest
601	722	1.223%
602	707	1.198%
603	915	1.550%
604	1400	2.372%
605	687	1.164%
606	706	1.196%
609	2432	4.12%
610	701	1.188%
611	575	0.974%
612	676	1.145%
Total	**9,521**	**16.129%**

Parking Unit

The Declaration allocated a Par Value to the Parking Unit of 1,905 and a resulting Undivided Interest equal to 3.228% of the total Undivided Interests of the Hartman. Such Par Value and Undivided Interest is hereby re-allocated among the Converted Parking Space Units as follows:

Sixth Floor Unit	Par Value	Undivided Interest
PU1	82.83	0.14%
PU2	82.83	0.14%
PU3	82.83	0.14%
PU4	82.83	0.14%
PU5	82.83	0.14%
PU6	82.83	0.14%
PU7	82.83	0.14%
PU8	82.83	0.14%
PU9	82.83	0.14%
PU10	82.83	0.14%
PU11	82.83	0.14%
PU12	82.83	0.14%
PU13	82.83	0.14%
PU14	82.83	0.14%
PU15	82.83	0.14%
PU16	82.83	0.14%
PU17	82.83	0.14%
PU18	82.83	0.14%
PU19	82.83	0.14%
PU20	82.83	0.14%
PU21	82.83	0.14%
PU22	82.83	0.14%
PU23	82.83	0.14%
Total	**1,905**	**3.228%**

EXHIBIT D
RE-ALLOCATION OF VOTING RIGHTS
AMONG CONVERTED SIXTH FLOOR UNITS

The Declaration allocated a twelve (12) votes to the Sixth Floor Unit. Such voting rights are hereby re-allocated among the Converted Sixth Floor Units as follows:

Unit	Vote
601	1
602	1
603	1
604	1
605	1
606	1
609	3
610	1
611	1
612	1
Total	**12**

EXHIBIT E
RE-ALLOCATION OF PARKING SPACE LIMITED COMMON ELEMENTS

Space	Original Unit Allocation	Amended Unit Allocation
23	5 (Fifth Floor Unit)	609
24	5 (Fifth Floor Unit)	609
25	6 (Sixth Floor Unit)	604
26	6 (Sixth Floor Unit)	604
50	5 (Fifth Floor Unit)	504
51	5 (Fifth Floor Unit)	501
52	5 (Fifth Floor Unit)	506
53	5 (Fifth Floor Unit)	505
54	5 (Fifth Floor Unit)	503
55	6 (Sixth Floor Unit)	509
56	6 (Sixth Floor Unit)	603
57	6 (Sixth Floor Unit)	602
58	6 (Sixth Floor Unit)	610
59	6 (Sixth Floor Unit)	612

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CONDOMINIUM PLAT BOOK NO. 214 PAGE 47-48

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Robert G. Montgomery
Franklin County Recorder

COND 200912230185747

THE HARTMAN CONDOMINIUM
SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

This Second Amendment to the Declaration of The Hartman Condominium is made on or as of this 17th day of December 2009.

Recitals

A. The Hartman Condominium (the "Hartman") 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 of The Hartman Condominium (the "Declaration"), recorded as Instrument No. 200607060132003, and the Drawings thereof (the "Drawings"), recorded in Condominium Plat Book 170, Pages 81-90 (Instrument No. 200607060132004), both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto.

B. The Declaration established forty (40) separate condominium units ("Units") at the Hartman, including: thirty-six (36) residential Units, located on the second, third, and fourth floors of the Building (the "Initial Residential Units"); one (1) convertible Unit located on the fifth floor of the Building (the "Fifth Floor Unit"); one (1) convertible Unit located on the sixth floor of the Building (the "Sixth Floor Unit"); one (1) convertible Unit located on the first floor of the Building (the "Commercial Unit"); and one (1) convertible Unit comprising a portion of the parking lot located to the immediate west of the Building (the "Parking Unit").

C. Pursuant to the provisions of Article XX of the Declaration and Section 5311.033 of the Condominium Act the Owner of a convertible Unit may convert all or any portion of that Owner's Unit into one or more new Units or Common Elements, including Limited Common Elements, and may further reassign any Limited Common Elements, or portion(s) thereof, originally appurtenant to the convertible Unit to any of the new Units, by preparing, executing, and filing an amendment to the Declaration that describes the conversion, together with the drawings described in Section 5311.07(E) of the Condominium Act.

D. The declarant of the Hartman, 150 EAST MAIN LTD., an Ohio limited liability company (the "Declarant"), has previously converted the Fifth Floor Unit, the Sixth Floor Unit, and the Parking Unit into additional new Units and Common Elements, pursuant to the provisions of Article XX of the Declaration and Section 5311.033 of the Condominium Act, by the filing of the First Amendment to the Declaration (the "First Amendment"), recorded as Instrument No. 200802050017761, and the drawings thereof, recorded in Condominium Plat Book 199, Pages 82-85 (Instrument No. 200802050017763), both of the records of the Recorder of Franklin County, Ohio.

E. The Declarant, as the sole Owner of the Commercial Unit, now desires to convert the Commercial Unit into additional new Units and to reassign the Limited Common Elements originally appurtenant to the Commercial Units to the new Units, pursuant to the provisions of Article XX of the Declaration and Section 5311.033 of the Condominium Act.

(Continued next page)

CERTIFICATE OF AUDITOR

A copy of this Second Amendment to the Declaration for The Hartman Condominium, together with a copy of the Second Amendment to the Drawings, were filed with this office on Dec. 23rd, 2009.

Franklin County Auditor

By _____
Deputy Auditor

TRANSFERRED

DEC 23 2009

AUDITOR
FRANKLIN COUNTY, OHIO

Declaration

NOW THEREFORE, the Declarant, as the sole owner of the Commercial Unit, having full power and authority to convert the Commercial Unit into additional new Units and to reassign the Limited Common Elements originally appurtenant to the Commercial Units to the new Units, and having met all requirements of Article XX of the Declaration and the laws of the State of Ohio, hereby amends the Declaration and Drawings as follows:

1. Legal Description. A legal description of the Commercial Unit (being Unit 1 of the Hartman), and the Commercial Unit's parcel identification number, are set forth in Part 1 of the attachment hereto marked "Attachment 1" and hereby made a part hereof by this reference.

2. Conversion of Commercial Unit. The Commercial Unit is hereby converted into four (4) new Units (each a "Converted Commercial Unit"), being Unit 1A, Unit 1B, Unit 1C, and Unit 1D of the Hartman. The boundaries, location, designation, length, width, and height of each Converted Commercial Unit are shown on the Second Amendment to the Drawings filed simultaneously herewith. The composition of each Converted Commercial Unit shall be as set forth in the Declaration, as amended hereby. Each Converted Commercial Unit shall be used for commercial purposes only, or as otherwise set forth in the Declaration.

3. Common Elements. All portions of the Commercial Unit not constituting a part of a Converted Commercial Unit, as shown on the Second Amendment to the Drawings, filed simultaneously herewith, or described in the Declaration, are Common Elements.

4. Reassignment of Limited Common Elements. Those portions of the Common Elements that are reserved for the exclusive use of a particular Unit or Units are Limited Common Elements. The Limited Common Elements appurtenant to the Commercial Unit include the Building's basement, together will all steps, railings, and related installations; parking spaces C1 through C-15 as designated on Exhibit G to the Declaration; and that portion of the Building's first floor designated as a Limited Common Element on Page 2 of the Drawings. Parking spaces C1 through C-15 are hereby reassigned to the Converted Commercial Units as set forth in Part 2 of Attachment 1. The remaining Limited Common Elements appurtenant to the Commercial Unit are hereby reassigned as shown on the Second Amendment to the Drawings filed simultaneously herewith. In each case, a Limited Common Element is reserved for the exclusive use of the Unit or Units that those improvements are designed or designated to serve.

5. Allocation of Par Values, Undivided Interests, and Voting Power. Due to obvious factual errors in both the Declaration and the First Amendment, the par values assigned to Units a part of the Hartman were incorrectly calculated with the result being that the total undivided interests of all Units a part of the Hartman equals 100.008%. This presents both a factual and legal impossibility. As provided in Article X of the Declaration, the Declarant has the power and authority to amend the Declaration in order to correct obvious factual errors. Pursuant to these provisions, the Declarant hereby amends the Declaration and the First Amendment thereto by adjusting the par value of the Commercial Unit from 9,521 to 9,515 resulting in a corresponding adjustment in the undivided interest of the Commercial Unit from 16.129% to 16.121% thus bringing the total undivided interests of all Units a part of the Hartman to exactly 100.000%. As provided in Article XX of the Declaration and Section 5311.033 of the Condominium Act the par value, undivided interest, and voting power originally allocated to the Commercial Unit (as hereinabove adjusted) are hereby reallocated to the Converted Commercial Units, as set forth in Part 2 of Attachment 1, so that the total par values, undivided interests, and voting power reallocated to the Converted Commercial Units equals the par value, undivided interest, and voting power originally allocated to the Commercial Unit (as hereinabove adjusted). The "Par Value", "Undivided Interest", and "Voting Power" set forth in Part 2 of Attachment 1 with respect to each Converted Commercial Unit shall hereafter be the par values, undivided interests, and voting power allocated to the Converted Commercial Units. The par value and the undivided interest in the Common Elements of each Unit in the Condominium after this reallocation are shown on the attachment hereto marked "Attachment 2" and hereby made a part hereof. Attachment 2 supersedes Exhibit E of the Declaration in its entirety, and all amendments thereto.

6. Miscellaneous Provisions.

(a) All attachments hereto are hereby made apart hereof.

(b) Except to the extent that they are modified or amended by this amendment, all provisions of the Declaration shall continue in full force and effect and shall apply to all portions of the Condominium, and to all Unit Owners, in the same manner and to the same extent as they apply to the Condominium Property as it was initially described in the Declaration and to the Owners of all Units that are a part thereof.

(c) The invalidity or unenforceability of any term, provision, covenant, or condition set forth in this Second Amendment or any part hereof, shall not affect or impair the validity, enforceability, or effect of the remainder of this Second Amendment.

(d) The captions of the various sections of this Second Amendment are merely labels to assist in locating its various provisions and shall not be considered when interpreting or construing this instrument.

(e) Unless otherwise noted, all terms used in this Second Amendment shall have the same meanings by which they are defined and used in the Declaration, as amended.

(f) Each pronoun used herein shall be singular or plural and made female or neuter, as the context or the numbers and gender and its antecedent may require. All grammatical changes that might be necessary to make the provisions of this amendment apply to one or several Persons shall be assumed in all cases as though fully and properly expressed.

IN TESTIMONY WHEREOF, the undersigned has executed and acknowledged this instrument this 17th day of December 2009.

150 EAST MAIN LTD.,
an Ohio limited liability company and sole owner of the Commercial Unit (Unit 1)

By _____
Laurence G. Ruben, Co-Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed before me by Laurence G. Ruben, the Co-Manager of 150 EAST MAIN LTD, an Ohio limited liability company, on behalf of said company, this 17th day of December 2009.

NOTARY PUBLIC STATE OF OHIO

SONYA L. BARLOW
Notary Public, State of Ohio
My Commission Expires 4-25-11

Sonya L. Barlow
Notary Public

This instrument prepared by Steven C. Leidinger, attorney at law, Loveland & Brosius, LLC, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-5917.

ATTACHMENT 1

SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
THE HARTMAN CONDOMINIUM

Part 1: Legal Description of Commercial Unit

Situated in the State of Ohio, County of Franklin and City of Columbus:

Being Unit 1 of THE HARTMAN CONDOMINIUM, as the same is numbered, designated, delineated, and described in the Declaration and on the Drawings thereof, recorded as Instrument No. 200607060132003, and in Condominium Plat Book 170, Pages 81-90 (Instrument No. 200607060132004), respectively, both of the records of the Recorder of Franklin County, Ohio, as amended, together with the undivided percentage interest in the common elements of said Condominium that is appurtenant to said Unit.

Prior Instrument Reference: 200607060132003

Auditor Parcel ID: 010-281567-00

Part 2: Reallocations & Reassignments

ORIGINAL COMMERCIAL UNIT:

Unit Designation	Par Value	Voting Power	LCE Parking Spaces	Undivided Interest
1	9,515	13 votes	C1-C15	16.121%

CONVERTED COMMERCIAL UNITS:

Unit Designation	Par Value	Voting Power	LCE Parking Spaces	Undivided Interest
1A	3,679	5 votes	C10-C15	6.233%
1B	1,455	2 votes	C8-C9	2.465%
1C	3,243	4 votes	C2-C7	5.495%
1D	1,138	2 votes	C1	1.928%
TOTAL	**9,515**	**13 votes**		**16.121%**

ATTACHMENT 2

SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
THE HARTMAN CONDOMINIUM

Unit	Par Value	Undivided Interest
1A	3,679	6.233%
1B	1,455	2.465%
1C	3,243	5.495%
1D	1,138	1.928%
201	715	1.212%
202	706	1.196%
203	889	1.506%
204	1,400	2.372%
205	698	1.183%
206	720	1.220%
207	677	1.147%
208	540	0.915%
209	1,230	2.084%
210	695	1.178%
211	582	0.986%
212	669	1.134%
301	715	1.212%
302	706	1.196%
303	889	1.506%
304	1,400	2.372%
305	698	1.183%
306	720	1.220%
307	677	1.147%
308	540	0.915%
309	1,230	2.084%
310	695	1.178%
311	582	0.986%
312	669	1.134%
401	715	1.212%
402	706	1.196%
403	889	1.506%
404	1,400	2.372%
405	698	1.183%
406	720	1.220%
407	677	1.147%
408	540	0.915%
409	1,230	2.084%
410	695	1.178%
411	582	0.986%
412	669	1.134%
501	722	1.223%
502	707	1.198%
503	915	1.550%
504	1,400	2.372%
505	687	1.164%
506	706	1.196%
507	673	1.140%
508	582	0.986%
509	1,177	1.994%
510	701	1.188%
511	575	0.974%
512	676	1.145%
601	722	1.223%
602	707	1.198%
603	915	1.550%
604	1,400	2.372%
605	687	1.164%
606	706	1.196%
609	2,432	4.120%
610	701	1.188%

ATTACHMENT 2 (Continued)

SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
THE HARTMAN CONDOMINIUM

611	575	0.974%
612	676	1.145%
PU1	82.83	0.140%
PU2	82.83	0.140%
PU3	82.83	0.140%
PU4	82.83	0.140%
PU5	82.83	0.140%
PU6	82.83	0.140%
PU7	82.83	0.140%
PU8	82.83	0.140%
PU9	82.83	0.140%
PU10	82.83	0.140%
PU11	82.83	0.140%
PU12	82.83	0.140%
PU13	82.83	0.140%
PU14	82.83	0.140%
PU15	82.83	0.140%
PU16	82.83	0.140%
PU17	82.83	0.140%
PU18	82.83	0.140%
PU19	82.83	0.140%
PU20	82.83	0.140%
PU21	82.83	0.140%
PU22	82.83	0.140%
PU23	82.83	0.140%
TOTAL		**100.00%**

DO NOT DETACH



Instrument Number: 201706220085049
Recorded Date: 06/22/2017 1:28:11 PM



Daniel J. O'Connor Jr.
Franklin County Recorder
373 South High Street, 18th Floor
Columbus, OH 43215
(614) 525-3930
http://Recorder.FranklinCountyOhio.gov
Recorder@FranklinCountyOhio.gov

Return To (Mail Envelope):
KAMAN & CUSIMANO LLC

Mail Envelope

Transaction Number: T20170039985
Document Type: CONDOMINIUM DECLARATION
Document Page Count: 12

Submitted By (Mail):
KAMAN & CUSIMANO LLC

Mail

First Grantor:
HARTMAN CONDOMINIUM ASSN INC

First Grantee:
HARTMAN CONDOMINIUM

Fees:	
Document Recording Fee:	$28.00
Additional Pages Fee:	$80.00
Marginal Reference Fee:	$4.00
Total Fees:	$112.00
Amount Paid:	$112.00
Amount Due:	$0.00

Instrument Number: 201706220085049
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12 11

AMENDMENTS TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE HARTMAN CONDOMINIUM

TRANSFER
NOT NECESSARY

JUN 2 1 2017

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

CLARENCE E. MINGO II
FRANKLIN COUNTY AUDITOR

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE HARTMAN CONDOMINIUM RECORDED AT INSTRUMENT NO. 200607060132003 OF THE FRANKLIN COUNTY RECORDS.

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE HARTMAN CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for The Hartman Condominium (the "Declaration") and the Bylaws of Hartman Condominium Association, Inc. (the "Bylaws"), Exhibit B the Declaration, were recorded at Franklin County Records, Instrument No. 200607060132003, and

WHEREAS, the Hartman Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Hartman Condominium and as such is the representative of all Unit Owners, and

WHEREAS, Declaration Article X, Section (A) authorizes amendments to the Declaration and Bylaws Article VIII, Section 10 authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 76.71% of the Association's voting power as of May 5, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.71% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendments B and D signed by Unit Owners representing 95.89% of the Association's voting power as of May 5, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 95.89% of the Association's voting power authorizing the Association's officers to execute Amendments B and D on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 80.82% of the Association's voting power as of May 5, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 80.82% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment E signed by Unit Owners representing 87.67% of the Association's voting power as of May 5, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 87.67% of the Association's voting power authorizing the Association's officers to execute Amendment E on their behalf, and

WHEREAS, attached as Exhibit A is a certification of the Association's President and Secretary stating that the Amendments were duly adopted in accordance with the Declaration provisions, and

WHEREAS, the proceedings necessary to amend the Declaration and Bylaws as required by Chapter 5311 of the Ohio Revised Code and the Declaration and Bylaws have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for The Hartman Condominium is amended by the following:

AMENDMENT A

DELETE BYLAWS ARTICLE II, SECTION 1 entitled, "Qualifications," in its entirety. Said deletion to be taken from Pages 4-5 of the Bylaws, Exhibit B of the Declaration, as recorded at Franklin County Records, Instrument No. 200607060132003.

INSERT a new BYLAWS ARTICLE II, SECTION 1 entitled, "Qualifications." Said new addition, to be added to Page 4 of the Bylaws, Exhibit B of the Declaration, as recorded at Franklin County Records, Instrument No. 200607060132003, is as follows:

Section 1. Qualifications. All members of the Board of Directors (called "directors," "Board of Directors," or the "Board") will be Unit Owners or the spouse of a Unit Owner, and a member in good standing, except as provided otherwise in these Bylaws. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner. Good standing requires that the member not be more than 30 days delinquent in the payment of any fees or Assessments owed to the Association. In addition to the provisions of Bylaws Article I, Section 5, a majority of the remaining Board members may remove any Board member who ceases to meet such good standing qualifications during their term.

DELETE BYLAWS ARTICLE II, SECTION 2 entitled, "Number of Board Members," in its entirety. Said deletion to be taken from Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Franklin County Records, Instrument No. 200607060132003.

INSERT a new BYLAWS ARTICLE II, SECTION 2 entitled, "Number of Board Members." Said new addition, to be added to Page 5 of the Bylaws, Exhibit B of the Declaration, as recorded at Franklin County Records, Instrument No. 200607060132003, is as follows:

Section 2. Number of Board Members. Subject to such limitations as are or may be imposed by Chapters 1702 and 5311 of the Ohio Revised Code, the Declaration or these Bylaws, as any of the same may be lawfully amended from time to time, all power and authority of the Association is exercised by the Board of Directors. The Board of Directors consists of five Directors.

DELETE BYLAWS ARTICLE II, SECTION 5 entitled, "Election of Board Members from and after the First Annual Meeting," in its entirety. Said deletion to be taken from Pages 5-6 of the Bylaws, Exhibit B of the Declaration, as recorded at Franklin County Records, Instrument No. 200607060132003.

INSERT a new BYLAWS ARTICLE II, SECTION 5 entitled, "Term of Office." Said new addition, to be added to Page 4 of the Bylaws, Exhibit B of the

Declaration, as recorded at Franklin County Records, Instrument No. 200607060132003, is as follows:

> Section 5. Term of Office. Each Director will hold office until the next annual meeting and until their successor is elected, or until their earlier resignation, removal from office or death. Any Director may resign at anytime by oral statement to that effect made at a meeting of the Board of Directors, or in writing to that effect immediately or at such other time as the resigning Director may specify. Except for a Director appointed or elected to fill a vacancy, Directors will be elected for a three-year term, however, the terms will be staggered so that at least one-fifth of the Board will expire annually and a 2-2-1 rotation is maintained at all times.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the number, qualifications, term of office, and removal of Board members. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing will have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT B

INSERT a new DECLARATION ARTICLE VII, SECTION (N). Said new addition, to be added to Page 40 of the Declaration, as recorded at Franklin County Records, Instrument No. 200607060132003, is as follows:

> (N) A person who is classified as a Tier II or Tier III sex offender/child-victim offender, or any future equivalent classification under the law, and for whom the County Sheriff or other government entity must provide community notice of the sex offender's residential address is prohibited from residing in or occupying a Unit and from remaining in or on the Condominium Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in

accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Unit Owner, Occupant, or visitor of any Unit Owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT C

MODIFY THE 2ND SENTENCE in DECLARATION ARTICLE VI, SECTION (A). Said modification, to be made on Page 31 of the Declaration, as recorded at Franklin County Records, Instrument No. 200607060132003, is as follows (deleted language is crossed-out; new language is underlined):

Said insurance shall afford protection against loss or damage by fire, lightning, and such other perils as are now or hereafter covered by the standard form extended coverage endorsement commonly issued in Franklin County, Ohio and such other risks as from time to time customarily shall be covered with respect to buildings, structures, improvements, and facilities similar in construction, location, and uses as the Building, structures, improvements, and facilities comprised as part of the Insured Property, including, without limitation, vandalism, malicious mischief, windstorm, plate glass, and water damage, subject to such deductible amounts ~~not in excess or five thousand dollars ($5,000)~~ as the Board ~~shall~~ determines.

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE VI, SECTION (C). Said new addition, to be made on Page 32 of the Declaration, as

recorded at Franklin County Records, Instrument No. 200607060132003, is as follows:

> The Unit Owner is responsible for any repairs or expenses up to the amount of any applicable deductible for loss or damage to their Unit and Limited Common Elements and the Association is responsible for all costs and other expenses pertaining to the Common Elements. If a single loss affects multiple portions of the Condominium Property, for example, one or more Units and the Common Elements, the repair costs and expenses not paid for by the insurance proceeds are to be proportionately allocated in relation to the amount each party's claim bears to the total amount of the claim, with the party incurring the larger share of the loss responsible for the larger share of the deductible. The Association may assess the amount of any deductible expense attributable to any Unit(s) to the Unit Owner(s) of such Unit(s) in accordance with Article V as a Special Individual Unit Assessment.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this provision modifying the deductible requirements for the Association's insurance coverage. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT D

INSERT a new PARAGRAPH to DECLARATION ARTICLE XXI, SECTION (E) entitled, "Notices." Said new addition, to be added to Page 69 of the Declaration, as recorded at Franklin County Records, Instrument No. 200607060132003, is as follows:

> Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and federal law, as well as by the Board, now or in the

future: (1) any notice required in the Declaration or Bylaws to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Unit Owners, individually or collectively, to or from any Unit Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to properly and effectively receive any Unit Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

(a) An electronic mail or other electronic transmission to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Unit Owner in writing by regular U.S. mail to the Unit Owner's Unit or last known address, by hand delivery to the Unit Owner, or by leaving the notice under or attached to the front door of the Unit Owner's Unit.

(b) Any Unit Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery to the Unit Owner, by leaving the notice under or attached to the front door of the Unit Owner's Unit, or regular mail to the Unit Owner's Unit or last known address.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT E

INSERT a new DECLARATION ARTICLE VII, SECTION (O). Said new addition, to be added to Page 40 of the Declaration, as recorded at Franklin County Records, Instrument No. 200607060132003, is as follows:

> (O) Due to the increased risk of fire and the known adverse health effects of secondhand smoke (also referred to as "environmental tobacco smoke"), smoking or vaporizing of cigarettes, electronic cigarettes, cigars, or any other tobacco product, or cannabis, (also known as marijuana), or other legal or illegal substances, is prohibited anywhere within or on the Building, including, without limitation, individual Units, balconies, patios, and roof areas, and in any areas outside the Building's perimeter that the Board may from time to time designate to prevent environmental smoke from entering the Building, including any Unit, through any Building entrance, window, ventilation system, or by other means. This prohibition applies to all persons in the Building at any and all times, including, without limitation, Unit Owners, residents, family members, tenants, Occupants, guests, employees, business invitees, and visitors. "Smoking" includes the inhaling, exhaling, burning, vaporizing, or carrying of any lighted cigarette, electronic cigarette, cigar, or any other tobacco product in any manner or in any form, or of cannabis or other legal or illegal substance. The Board is empowered and authorized to enact any Rule or regulation that it deems necessary to enforce this restriction, including the postage of pertinent

signage, and the adoption of procedures and remedies for the violation of this restriction.

The above prohibition against smoking will become effective and enforceable against all Unit Owners and other persons on the Condominium Property 90 days after the recording of this restriction with the Franklin County Recorder.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this smoking prohibition. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

The Hartman Condominium Association, Inc. has caused the execution of this instrument this 16 day of May, 2017.

HARTMAN CONDOMINIUM ASSOCIATION, INC.

By: _____ 5/16/17
TOM BETTI, its President

By: _____ 5/16/17
MARIBEL QUEZADA, its Secretary

STATE OF OHIO)
) SS
COUNTY OF Franklin)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Hartman Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 10 of 12, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal in Columbus, Ohio, this 16 day of May, 2017.

NOTARY PUBLIC

Place notary stamp/seal here:

JEFFREY E. KAMAN, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com

EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

STATE OF OHIO)
) SS
COUNTY OF Franklin)

TOM BETTI and **MARIBEL QUEZADA**, being the duly elected and acting President and Secretary of the Hartman Condominium Association, Inc., certify that the Amendment to the Declaration of Condominium Ownership for The Hartman Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments.

5/16/17

TOM BETTI, President

MARIBEL QUEZADA, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named TOM BETTI and MARIBEL QUEZADA who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Columbus, Ohio, this 16 day of May, 2017.

NOTARY PUBLIC

Place notary stamp/seal here:

JEFFREY E. KAMAN, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

DO NOT DETACH



Instrument Number: 202401170005472
Recorded Date: 01/17/2024 1:29:36 PM



Daniel J. O'Connor Jr.
Franklin County Recorder
373 South High Street, 18th Floor
Columbus, OH 43215
(614) 525-3930
http://Recorder.FranklinCountyOhio.gov
Recorder@FranklinCountyOhio.gov

Return To (Mail Envelope):
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Mail Envelope

Transaction Number: T20240003585
Document Type: CONDOMINIUM DECLARATION
Document Page Count: 6

Submitted By (Mail):
KAMAN & CUSIMANO

Mail

First Grantor:
HARTMAN CONDOMINIUM ASSN INC

First Grantee:
HARTMAN CONDOMINIUM

Fees:	
Document Recording Fee:	$34.00
Additional Pages Fee:	$32.00
Marginal Reference Fee:	$4.00
Total Fees:	$70.00
Amount Paid:	$70.00
Amount Due:	$0.00

Instrument Number: 202401170005472
Recorded Date: 01/17/2024 1:29:36 PM

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NOT NECESSARY

JAN 16 2024

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
M JD
MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

AMENDMENT TO THE

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE HARTMAN CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE HARTMAN CONDOMINIUM RECORDED AT INSTRUMENT NO. 200607060132003 OF THE FRANKLIN COUNTY RECORDS.

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE HARTMAN CONDOMINIUM

RECITALS

A. The Declaration of Condominium Ownership for The Hartman Condominium (the "Declaration") were recorded at Franklin County Records, Instrument No. 200607060132003.

B. The Hartman Condominium Association, Inc. (the "Association") is a corporation consisting of all Unit Owners in Hartman Condominium and as such is the representative of all Unit Owners.

C. Declaration Article X, Section (A) authorizes amendments to the Declaration.

D. Unit Owners representing at least 75 percent of the Association's current voting power, based on ownership interests, have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment").

E. As of November 17, 2023, Unit Owners representing 82.19 percent of the Association's voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.

F. Attached as Exhibit A is a Certification of the Association's President and Secretary stating that the Amendment was duly adopted in accordance with the Declaration provisions in all material respects.

G. The Association has complied with the proceedings necessary to amend the Declaration, as required by Chapter 5311 of the Ohio Revised Code and the Declaration, in all material respects.

AMENDMENT

The Declaration of Condominium Ownership for The Hartman Condominium is amended by the following:

AMENDMENT

INSERT a new DECLARATION ARTICLE XIV, SECTION (E) entitled, "Initial Capital Contribution Assessment." Said new addition to the Declaration, as recorded at Franklin County Records, Instrument No. 200607060132003, is:

> **(E) Initial Capital Contribution Assessment. Each purchaser of a Unit is required to make a one-time, "Initial Capital Contribution Assessment" to the Association in the amount of two times the monthly share of common expenses attributable to the Unit by the annual Operating Assessment, in accordance with Declaration Article V, Section (B) and Bylaws Article V, Section 1.**

DELETE THE 2nd PARAGRAPH of BYLAWS V, SECTION 1. Said deletion to the Bylaws, Exhibit B of the Declaration, as recorded at Franklin County Records, Instrument No. 200607060132003.

INSERT a new 2nd PARAGRAPH to BYLAWS V, SECTION 1. Said new addition to the Bylaws, Exhibit B of the Declaration, as recorded at Franklin County Records, Instrument No. 200607060132003, is:

> **Each purchaser of a Unit is required to make a one-time, "Initial Capital Contribution Assessment" to the Association in the amount of two times the monthly share of common expenses attributable to the Unit by the annual Operating Assessment, in accordance with Declaration Article V, Section (B) and these Bylaws. The Initial Capital Contribution Assessment is not an escrow or advance and is not refundable. The Initial Capital Contribution Assessment is due and collectible from the Unit purchaser at the time of transfer of record title of the Unit, regardless of how title is acquired, except as provided below, and is considered late if not paid within 30 days of the purchaser's acquisition of title to the Unit. The Initial Capital Contribution Assessment will be used to fund a reserve fund for the maintenance, repair, and replacement of major capital items on the Condominium Property. Notwithstanding the above, the one-time Initial Capital Contribution Assessment does not apply, and will not be collected, in the following limited circumstances:**
>
> > **(1) If there is a record title transfer between a current Unit Owner and that Unit Owner's family trust where the trustee or beneficiary of the trust is the Unit Owner or where the trustee or beneficiary is an immediate family member of the Unit Owner; or**

(2) If a Unit is refinanced in the name of the current Unit Owner; or

(3) If a current Unit Owner records a deed or other conveyance for the sole purpose of adding the name of an immediate family member(s) to the legal title of the Unit; or

(4) If a current Unit Owner directly transfers recorded title of a Unit to an immediate family member(s); or

(5) If a Unit Owner conveys title of the Unit to a trust, partnership, corporation, or other entity so long as the entity is and remains wholly owned by the Unit Owner or by the Unit Owner and the Unit Owner's spouse and/or lineal descendant(s) for estate planning or tax purposes; or

(6) In the event of the death of a Unit Owner, if the title of the Unit is transferred to an immediate family member(s) of the Unit Owner through a probate estate, trust or other legal vehicle or instrument of inheritance; or

(7) If the Unit Owner records a deed for the purpose of reflecting a personal name change created by marriage or other legal means.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this creation of a one-time Initial Capital Contribution Assessment to be paid by Unit Owners upon acquisition of title to a Unit. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Unit Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any contest or other legal challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

The Hartman Condominium Association, Inc. has caused the execution of this instrument this 4th day of January ,2024.

HARTMAN CONDOMINIUM ASSOCIATION, INC.

By: _____
THOMAS BETTI, ~~President~~

By: _____
SUZANNE GOLDSMITH-HIRSCH, Secretary

STATE OF OHIO)
) **SS**
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Hartman Condominium Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 4th day of January ,2024.

_____
NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC STATE OF OHIO
RACHEL A. MALNAR
Notary Public, State of Ohio
My Commission Expires
08/26/2028

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com

EXHIBIT A

CERTIFICATION OF OFFICERS

THOMAS BETTI and **SUZANNE GOLDSMITH-HIRSCH**, being the duly elected and acting President and Secretary of the Hartman Condominium Association, Inc., certify that the Amendment to the Declaration of Condominium Ownership for The Hartman Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments in all material respects.

THOMAS BETTI, President

SUZANNE GOLDSMITH-HIRSCH, Secretary

STATE OF OHIO)
) **SS**
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public in and for the County, personally appeared the above-named **THOMAS BETTI** and **SUZANNE GOLDSMITH-HIRSCH** who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

I have set my hand and official seal this 4th day of January, 2024.

NOTARY PUBLIC

Place notary stamp/seal here:

NOTARY PUBLIC STATE OF OHIO

RACHEL A. MALNAR
Notary Public, State of Ohio
My Commission Expires
08/26/2028