DECLARATION OF HERITAGE CONDOMINIUM

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DECLARATION OF HERITAGE CONDOMINIUM

BACKGROUND INFORMATION SECTION

A. WESTERVILLE DEVELOPMENT COMPANY, an Ohio limited partnership, hereinafter referred to as "Grantor," is the owner of the real estate hereinafter described in Paragraph 2.

B. Grantor desires to submit said real estate, together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Revised Code of Ohio, for condominium ownership.

NOW, THEREFORE, the undersigned, WESTERVILLE DEVELOPMENT COMPANY, an Ohio limited partnership and owner of the fee simple title to the land hereinafter described in Paragraph 2, does hereby submit said real estate, all buildings, improvements and structures thereon, to the provisions of Chapter 5311 of the Revised Code of Ohio for the purpose of establishing a condominium property.

1. Definitions. The terms defined in this Section 1 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Declaration and of any amendments hereto shall have the respective meanings specified in this Section.

A. Assessment. That portion of the cost of maintaining, repairing and managing the condominium property which is to be paid by each unit owner.

B. Association. Heritage Condominium Unit Owners Association, an Ohio corporation Not For Profit, being the entity charged with the responsibility of operating the condominium property, and defined as a unit owners association pursuant to Section 5311.01(j), Revised Code of Ohio.

C. Bylaws. Bylaws of the Association attached hereto as Exhibit C and made a part hereof.

D. Common Expenses. Those expenses designated as common expenses in Chapter 5311, this Declaration or any of the other condominium documents, including, without limitation, the following:

(i) Maintenance, management, operation, repair and replacement of the common areas and facilities;

(ii) Management and administration of the Association, including without intending to limit, the compensation paid by the Association to a managing agent, accountants, attorneys and other employees;

(iii) All sums lawfully assessed against the unit owners by the Association and such other expenses determined from time to time to be common expenses by the Association.

E. Condominium Property. The real estate described in Paragraph 2 hereof, all buildings and all other improvements thereon, all easements, rights and appurtenances belonging thereto; and all articles of personal property existing thereon for the common use of the unit owners.

F. Drawings. The set of drawings prepared in accordance with Section 5311.07 of the Revised Code of Ohio, and attached hereto as Exhibit D and made a part hereof.

G. Occupant. A person or persons, natural or artificial, in possession of a unit (not necessarily the owner of a unit, however).

H. Rules. Rules and regulations governing the operation and use of the condominium property or any portion thereof as may be adopted by the Association from time to time.

I. Unit Owner. Any person or persons, natural or artificial, owning the fee simple estate in a unit and an undivided percentage interest in the common areas and facilities.

2. Legal Description. The legal description of the real estate, which hereby becomes a part of the condominium property, is as set forth in Exhibit A, attached hereto and made a part hereof.

3. Name. The name by which the condominium property shall be known is HERITAGE CONDOMINIUM.

4. Description of Condominium Property. There are twenty-one (21) buildings which constitute part of the condominium property, nineteen (19) of which contain the units of the condominium property and one (1) of which is a community building and one (1) of which is a bath house, both of which are general common areas and facilities designed for the recreation and enjoyment of the unit owners and residents of the condominium property. The nineteen (19) buildings containing units of the condominium property vary in size and contain from seven (7) to sixteen (16) units of the condominium property. The buildings which are designated on the drawings attached hereto (hereinafter called the "drawings"), as "8" and "9" each contain six (6) units. The buildings designated on the drawings as "1" and "2" each contain seven (7) units. The buildings designated on the drawings as "5," "6," "7," "12," "13," "15," "16," "17," "18" and "19" each contain eight (8) units. The building designated on the drawings as "4" contains nine (9) units. The building designated as "14" contains thirteen (13) units. The buildings designated as "3," "10" and "11" each contain sixteen (16) units. The principal materials of which the buildings are constructed are wood, concrete and concrete block, with the exterior walls consisting of siding, brick veneer and wood trim and the exterior roofs being shingles and tar paper over plywood construction. The buildings containing units each consist of two (2) stories. Some buildings have partial basements, full basements or no basements. The community building consists of a basement and two (2) additional stories. The bath house consists of one (1) story only.

5. Description of Units. There are one hundred seventy-six (176) units in the condominium property, each of which is a residential living area. The units within a building are designated by consecutive numbers on the drawings. The boundaries of the units are the interior surfaces of their perimeter walls, floors and ceilings as the same are shown on the drawings. Such interior surfaces, including paint, lacquer, varnish, wall paper, paneling, tile and any other finishing material applied thereto, shall constitute a portion of the unit. Each basement area in a building containing units, is a part of a unit rather than a part of the common areas and facilities, with the exception of the basements in buildings "10" and "11." Windows and doors in the perimeter walls of a unit are a part of the unit. All parts of a building within the boundaries of a unit are parts of the unit except for supporting walls, fixtures and other parts of the building which are necessary for the existence, support, maintenance, safety or comfort of any other part of the condominium property. The units have immediate access to one (1) or more of the following: stoops, patios, walks, yard and balconies. The common areas and facilities to which the units have immediate access connect with yards, walks, parking areas, drives and private roadways, which in turn give access to Cleveland Avenue and Old Coach Road, both public streets. All particulars of the units and the buildings in which they are situated are shown graphically on the drawings.

6. Common Areas and Facilities.

A. Description. The common areas and facilities of the condominium property, consist of land, supporting walls,

fixtures and other parts of the buildings which are within the boundaries of the units but which are necessary for the existence, support, maintenance, safety or comfort of any other part or parts of the condominium property, and all parts of the condominium property situated outside the boundaries of the units, including without limitation, the stoops, patios, balconies, stairways, fences, yards, gardens, walks, walkways, drives, private roadways, utility lines, foundations, columns, girders, beams, supports, supporting walls, roofs, pool, bath house and community building.

B. Ownership of Common Areas and Facilities. The common areas and facilities comprise, in the aggregate, a single freehold estate and shall be owned by the unit owners, as tenants in common, and ownership thereof shall remain undivided. The undivided percentage of interest of the unit owners in the common areas and facilities and the fee title to the respective units shall not be separated or separately conveyed, encumbered, inherited or divided, and each undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such unit.

C. Percentage of Interest. The percentage of interest in the common areas and facilities of each unit, as determined by Grantor in accordance with the provisions of Chapter 5311, shall be as set forth in Exhibit B, attached hereto and made a part hereof.

D. Use of Common Areas and Facilities. Each unit owner shall have the right to use the common areas and facilities in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of a unit, and such rights shall be appurtenant to and run with his unit; provided, however, that no person shall use the common areas and facilities or any part thereof in such manner as to interfere with or restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration or the Bylaws of the Association.

7. Limited Common Areas and Facilities. Limited common areas and facilities consist of those portions of the common areas and facilities reserved for the use of a certain unit or certain units to the exclusion of all other units. The common areas and facilities situated within a particular land area designated on the drawings as "Limited Common Area" are limited common areas and facilities and are reserved for the exclusive use, to the exclusion of all other units, of the units situated within such land area. Notwithstanding the above, the Board may designate one or more parking spaces within such land area for the exclusive use of a unit located within such land area, and thereupon such parking space or spaces shall be used only by the owner, occupants and guests of such unit. The stoops, patios, and balconies are limited common areas and facilities, and each of them, within the limits of its boundary railing or fence, if any, is reserved for the exclusive use, to the exclusion of all other units, of the unit from which there is direct access to

such limited common area and facility. The basements in buildings "10" and "11" contain wooden storage bins for the use of the units in said buildings. The storage bins in each building comprise a limited common area, and are reserved for the exclusive use, to the exclusion of all other units, of the units in the building in which they are located. The Board may designate a specific storage bin for each unit in such building. Each item of air conditioning equipment located outside the boundaries of a unit is also a limited common area and facility and is reserved for the exclusive use of the unit or units which it is designed to serve.

8. Unit Owners Association.

A. Membership. Grantor shall forthwith cause to be formed an Ohio corporation, not for profit, to be called "Heritage Condominium Unit Owners Association," which shall administer the condominium property subject to the provisions of Paragraph A of Section 9 hereof. Each unit owner, upon acquisition of the ownership interest in a unit within the condominium property, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition of an ownership interest, at which time the new owner of such ownership interest shall automatically become a member of the Association.

B. Board of Managers and Officers. The Board of Managers ("Board") and Officers of the Association, elected or designated as provided in the Bylaws, shall exercise the powers, discharge the duties and be vested with the rights conferred upon the Association by operation of law, by the Bylaws and by this Declaration.

C. 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 and occupant shall comply with the provisions of this Declaration, the Bylaws, the rules and the decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action for damages or for injunctive relief.

D. Service of Process. Until such time as the president of the Association is elected, the person to receive service of process for the Association is KENNETH C. HARMAN, whose business address is 250 East Broad Street, Columbus, Ohio 43215. Thereafter, the president of the Association shall be the person designated to receive service of process for the Association, and such designation shall be further evidenced by the filing with the Secretary of State of Ohio of the appropriate form for the appointment of a statutory agent of an Ohio non-profit corporation.

9. Management, Maintenance, Repairs, Alterations and Improvements.

A. Responsibility of the Association. Except as otherwise expressly provided in this Section 9 or in Section 13 hereof, the Association, at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the common areas and facilities, including the limited common areas and facilities. The Association may delegate all or any portion of its authority to

discharge such responsibility to a managing agent. Such delegation to a managing agent may be evidenced by one or more management contracts, no one of which shall exceed five (5) years in duration, which shall provide for the payment of reasonable compensation to said managing agent as a common expense. Upon the expiration of the initial term of any such management contract, the Association may renew such contract from time to time for successive periods, no one of which shall exceed five (5) years in duration, or enter into a new management contract for an additional period not in excess of five (5) years, or designate a different managing agent. Anything herein to the contrary notwithstanding, Grantor (or any other entity designated by Grantor to act in such capacity) shall be employed as the managing agent for the period ending two (2) years after the date this Declaration is filed for record. The managing agent, or the Association, if there is no managing agent, shall have the authority to enter into agreements with Grantor or one or more other firms or corporations, affiliated with Grantor or with the individual partners of Grantor, for the common management, maintenance and repair of the condominium property and such other developments of Grantor, its affiliates or the individual partners of Grantor. Without intending to limit the generality of the foregoing, such agreements may provide for the allocation of expenses, purchase of equipment and supplies and joint sharing of employees and management overhead.

B. Responsibility of Unit Owner. The responsibility of each unit owner shall be as follows:

(i) Except as otherwise expressly provided in Section 13 hereof, to maintain, repair and replace, at his expense: (a) all portions of his unit, (b) all air conditioning equipment which is located outside the boundaries of his unit and which is designed to serve his unit, and (c) stoops, patios and balconies reserved for the exclusive use of his unit (except for the boundary fence enclosing his patio, if any, which the Association shall maintain, repair and replace), provided, however, structural maintenance shall be the responsibility of the Association unless such maintenance or repair is caused by the unit owner, in which case he shall be responsible;

(ii) To perform his responsibilities in such manner so as not to unreasonably disburb other unit owners and occupants;

(iii) To pay all costs for utility services furnished to his unit or to the limited common areas and facilities designated for the exclusive use of his unit, except for the costs of water and sewer services, which costs shall be a common expense;

(iv) Not to paint or otherwise decorate or change the appearance of any portion of the buildings not within the bounds of his unit, unless the prior written consent of the Association is obtained;

(v) To promptly report to the Board or managing agent employed by the Association the need for any maintenance or repair to any portion of the condominium property which the Association is obligated to maintain or repair pursuant to the Declaration or the Bylaws;

(vi) Not to make any alterations in the common areas and facilities or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness thereof, except as hereinafter provided in Section 13, without the prior written consent of the Association;

(vii) Not to impair the use and enjoyment of the easements hereinafter provided in Section 11, without first obtaining the written consent of the Association and of any other person, firm or corporation for whose benefit such easements exist; and

(viii) To observe, fulfill and perform all other obligations of a unit owner as set forth in this Declaration, the Bylaws, and rules of the Association.

10. Common Expenses and Assessments.

A. Division of Common Profits and Common Expenses. The common profits of the condominium property shall be distributed among, and the common expenses shall be assessed against, the unit owners by the Association according to the percentages of interest in the common areas and facilities of their respective units. Every unit owner shall pay his proportionate share of assessments for common expenses and any special assessments levied against him, and no unit owner shall exempt himself from liability for such assessments by waiver of the use or enjoyment of the common areas and facilities or by the abandonment of his unit.

B. Lien of Association. The Association shall have a lien upon each unit owner's ownership interest for the payment of all assessments levied by the Association against such unit which remains unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor is filed with the Recorder of Franklin County, Ohio, pursuant to authorization given by the Board. Such certificate shall contain a description of the unit, the name or names of the unit owner or owners thereof and the amount of such unpaid portions of the assessments and shall be subscribed by the president of the Association. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge

all or any portion of such lien as hereinafter provided in Paragraph D of this Section 10. In addition, each unit owner shall be personally liable for all assessments levied by the Association against his unit during the period he has an ownership interest therein, and any 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 same has been paid in full.

C. Priority of Association's Lien. The lien provided for in Paragraph B of this Section 10 shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages which have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the president thereof pursuant to authority granted to him by the Board. In any such foreclosure action, the unit owner of the unit affected shall be required to pay a reasonable rental for such unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become the purchaser at the foreclosure sale.

D. Dispute as to Common Expenses. Any unit owner who believes that the assessments levied by the Association against him or his unit, for which a certificate of lien

has been filed by the Association, have been improperly determined may bring an action in the Court of Common Pleas of Franklin County, Ohio, for the discharge of all or any portion of such lien.

E. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of an ownership interest in a unit, other than by deed in lieu of foreclosure, the grantee of the ownership interest shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against such unit prior 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 therefor. However, such prospective grantee shall upon written request be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with respect to the ownership interest to be conveyed, and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request if the same were not set forth in such statement.

11. Easements. The condominium property is hereby made subject to the following easements, each of which shall be in perpetuity, shall run with the land, and shall inure to the benefit of and be binding upon the Grantor, each unit owner, each mortgagee in whose favor a mortgage shall be granted with respect to any unit, and any other person having an interest in the condominium property,

or any part thereof, and the respective heirs, devisees, administrators, executors, personal representatives, successors and assigns of any of the foregoing persons.

A. Encroachments. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the buildings or improvements constituting a part of the condominium property, any part of the common areas and facilities shall encroach upon any part of his unit, or any part of a unit shall encroach upon any part of the common areas and facilities, 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 established, provided, however, in no event shall a valid easement for any encroachment be created in favor of a unit owner if such encroachment occurred due to his willful conduct.

B. Easement to Certain Common Areas and Facilities. A non-exclusive easement of enjoyment in favor of Grantor, its successors and assigns, and such other persons, firms or corporations as Grantor may designate, in and to the swimming pool, bath house, tennis courts and community building, as shown in the drawings, along with easements for ingress and egress and for parking adjacent to said facilities.

This easement is reserved in contemplation of the construction of additional residential dwellings on the real estate described in Exhibits E and F, attached hereto and made a part hereof, and is intended to permit use of the aforesaid facilities by the occupants, and guests of occupants, of such additional residential dwellings.

A condition precedent to the enjoyment of said facilities by the parties in whose favor this easement is reserved shall be payment to the Heritage Condominium Unit Owners Association, its successors and assigns, of a portion of the expenses, as hereinafter provided, for operation and maintenance of said facilities, to include by way of illustration and not by way of limitation: maintenance, repair and rehabilitation of said facilities (to include payments on loans made at any time hereafter for the purpose of financing the repair or rehabilitation of said facilities); taxes and insurance premiums applicable to said facilities; salaries of lifeguards and other personnel whose services are engaged to operate said facilities; and utility services applicable to said facilities. A reasonable proration shall be made of such taxes, insurance, salaries, utility charges and other expenses in the event that such expenses are not separately billed for said facilities but are also applicable to other areas of the Heritage Condominium. The portion of said expenses for operation and maintenance to be paid by the parties in whose favor this easement is reserved shall be that percentage which the number of residential units (e.g., apartments, condominium units, or one-family dwellings) on any tract of land designated

by Grantor, its successors and assigns, as dominant tenements of this easement of enjoyment, bears to the sum of (1) said number of residential units, plus (2) one hundred seventy-six (176) (the number of units in Heritage Condominium). Said percentage figure may increase as additional numbers of such units are completed, and/or as additional tracts of land are designated as dominant tenements and thus become entitled to the benefits provided for herein. Notwithstanding the above, no such residential unit which has never been occupied shall be included in the computation of said percentage figure. Said percentage figure shall be recomputed as of the first day of each calendar month.

No party in whose favor this easement is reserved shall be entitled to use said facilities unless the entire portion of expenses, computed as aforesaid, has been paid to the Heritage Condominium Unit Owners Association. The amount due said Association as a portion of each month's expenses shall be computed by said Association, using standard accounting procedures, at the beginning of the following calendar month. In the event the parties in whose favor this easement is reserved are in default for more than thirty (30) days following said computation in making any payment called for hereunder, then the privileges reserved herein shall be suspended as to all such parties until all amounts in default, plus interest thereon computed at the rate of eight percent (8%) per annum, are paid.

The occupants, or guests of occupants, of any residential units hereby benefited by this easement shall enjoy the

same privileges, and be subject to the same rules and regulations concerning use of said facilities, as occupants of condominium units of Heritage Condominium. Such privileges, rules and regulations shall be as determined by the Heritage Condominium Unit Owners Association.

C. Maintenance Easements. Easements in favor of the Association over the units and limited common areas and facilities for access as may be necessary for the purpose of maintaining the common areas and facilities and easements in favor of each unit owner over the common areas and facilities for access to his unit. Easements in favor of each unit owner to and through the common areas and facilities as may be necessary for the use of water, gas, sewer, power and other utilities now or hereafter existing within the walls. Easements in favor of each unit owner to hang pictures, mirrors and the like upon the walls of his unit.

D. Utility Easements. Easements in favor of the Association through the units and the limited common areas and facilities 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. Future Easements to Others. Such easements as Grantor, or the Association if the same has been formed, from time to time may hereafter grant to others on behalf of the condominium property for utility purposes, including, but not limited to, the right to install, lay,

maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and television and electrical conduits and wires over, under and along any portion of the common areas and facilities, provided that it shall be a condition precedent to the use and enjoyment of any such easements that the owner or owners of land benefited thereby shall, at its or their expense, restore the common areas and facilities to the same condition as existed just prior to the installation of any such utility improvements. Each unit owner and his respective mortgagees by acceptance of a deed conveying such ownership interest or a mortgage encumbering such ownership interest, as the case may be, hereby irrevocably appoints Grantor, or the Association if the same has been formed, his attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney at the option of the attorney, to execute, acknowledge and record for and in the name of such unit owner and his mortgagees such easements or other instruments as may be necessary to effect the foregoing.

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 in the same manner and to the same extent as though such easements were expressly 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) or reference to such easements.

12. Purpose of Property and Covenants and Restrictions as to Use and Occupancy. The following covenants and restrictions as to the use and occupancy of the condominium property shall run with the land and shall be binding upon each unit owner and occupant.

A. Purpose of Property. The condominium property shall be used for single family residence purposes and common recreational purposes auxilliary thereto and for no other purposes. A unit owner or occupant may use a portion of his unit for his office or studio (other than a music studio) provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other unit owner or occupant and further provided that such activities shall not involve the personal services of any unit owner or occupant to a customer or other person or client who comes to the condominium property.

B. Obstruction of Common Areas and Facilities. There shall be no obstruction of, nor shall anything be stored in, the common areas and facilities, excluding the limited common areas and facilities which pertain to any one particular unit, without the prior written consent of the Association.

C. Hazardous Uses and Waste. Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the common areas and facilities, or contents thereof without the prior written consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in the cancellation of insurance on the common areas and facilities, or contents thereof, or

which would be in violation of any law. No waste shall be committed in the common areas and facilities.

D. Exterior Surfaces of Buildings. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the buildings and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any of the buildings without the prior consent of the Association, other than those originally provided by the Grantor, except that:

(i) One sign may be displayed in a window of each unit, advertising such unit for sale or rent, provided such sign does not exceed one foot by two feet in dimensions, and

(ii) The right is hereby given the Grantor to place signs on any unsold unit or any part of the common areas and facilities for the purpose of facilitating the disposal of unsold units.

E. Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common areas and facilities, except that dogs, cats, or other household pets may be kept in the units, subject to the rules, provided that they are not kept, bred or maintained for any commercial purpose, and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property upon three (3) days' written notice from the Board.

F. Nuisances. No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any of the unit owners or occupants.

G. Impairment of Structural Integrity of Building. Nothing shall be done in any unit or in, on or to the common areas and facilities which would impair the structural integrity or would structurally change any of the buildings.

H. Laundry or Rubbish in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung or exposed on any part of the common areas and facilities not within the bounds of a unit. The parts of the common areas and facilities not within the bounds of a unit shall be kept free and clear of rubbish, debris and other unsightly materials.

I. Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted on any part of the condominium property except as provided in Paragraph A of this Section 12.

J. Rental of Units. No unit shall be rented by the unit owner for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the occupants of the units are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing restrictions, unit owners shall have the rights to lease their respective units, provided that said lease is made subject to the covenants and restrictions in this Declaration and the Bylaws.

K. Alteration of Common Areas and Facilities. Nothing shall be altered, constructed in, removed from or added to the common areas and facilities, except as hereinafter provided in Section 13, without the prior written consent of the Association, nor shall anything be done which would or might jeopardize or impair the safety or soundness of the common areas and facilities.

13. Insurance and Reconstruction.

A. Insurance. The insurance which shall be carried upon the condominium property shall be governed by the following provisions:

(i) All buildings and improvements comprising the condominium property and all personal property as may be owned by the Association shall be insured by the Association in an amount equal to the full insurable replacement value thereof, exclusive of excavation and foundations.

(a) Such coverage shall afford protection against loss or damage by fire and other hazards covered by standard extended coverage endorsement and such other risks as from time to time customarily shall be covered with respect to buildings similar to the buildings forming a part of the condominium property in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage subject to such deductible amounts not in excess of One Thousand Dollars ($1,000.00) as the Board shall determine.

(b) The policy or policies providing such coverage (hereinafter called "casualty insurance") shall provide that notwithstanding any provision thereof which gives the carrier an option to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the case of removal of the condominium property from the provisions of Chapter 5311 as provided for in this Declaration and shall further provide that the coverage thereof shall not be terminated for non-payment of premium without at least ten (10) days' written notice to each unit mortgagee. All casualty insurance policies shall be purchased by the Association for the benefit of the Grantor, the Association, the unit owners and their respective mortgagees, as their interests may appear, and shall provide (a) for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the units, if any, and (b) that the insurer waives its rights of subrogation against unit owners, occupants, the Association, the managing agent, the Grantor and any affiliate of Grantor. Such casualty insurance policies and any endorsements thereto shall be deposited with the insurance trustee (as hereinafter defined) who must first acknowledge that the policies and

any proceeds thereof will be held in accordance with the terms hereof. All casualty insurance policies shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank, as trustee, which is selected by the Association and located in Columbus, Ohio, with trust powers (herein referred to as the "insurance trustee"). The insurance trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of Grantor, the Association, the unit owners and their respective mortgagees.

(ii) The Association shall insure itself, the members of the Board, the unit owners and the occupants against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the common areas and facilities, including without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee

coverage. All liability insurance shall contain cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner. In the event the insurance effected by the Association on behalf of the unit owners and occupants against liability for personal injury or property damage arising from or relating to the common areas and facilities shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a common expense to the unit owners, and any unit owner who shall have paid all or any portion of such deficiency in an amount exceeding his proportionate share thereof based on his percentage of interest in the common areas and facilities shall have a right of contribution from the other unit owners according to their respective percentages of interest in the common areas and facilities.

(iii) Premiums upon insurance policies purchased by the Association shall be paid by the Association at least thirty (30) days prior to the expiration date of such policies and shall be assessed as common expenses.

(iv) Each unit owner may, at his own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of his unit and casualty insurance affording coverage upon his unit and property inasmuch as the same will not be insured by the Association, but such casualty insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association or shall be written by the carrier of such casualty insurance and shall contain the same waiver of subrogation as that referred to in Subparagraph (i) above.

B. Responsibility for Reconstruction or Repair.

(i) If any portion of the common areas and facilities shall be damaged by perils covered by the casualty insurance, the Association shall cause such damaged portion to be promptly reconstructed or repaired to the extent of the funds made available to the insurance trustee, as hereinafter provided, and any such reconstruction or repair shall be substantially in accordance with the drawings; provided, however, if such damage renders one-half (1/2) or more of the units then comprised within the condominium property untenantable, the unit owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to reconstruct or repair such damaged part at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment. Upon such election, all of the condominium property shall be subject to an action for 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 areas and facilities. 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.

(ii) Each unit owner shall be responsible for reconstruction and repair of his unit after casualty.

C. Procedure for Reconstruction or Repair.

(i) Immediately after a casualty causing damage to any portion of the common areas and facilities, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs shall include professional fees and premiums for such bonds as the Board deems necessary.

(ii) If the proceeds of the casualty insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) one or more special assessments shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs, and the proceeds of such special assessments shall be deposited with the insurance trustee.

(iii) The proceeds of the casualty insurance referred to in Subparagraph (i) of Paragraph A of this Section 13 and the sums deposited with the insurance trustee by the Association from collections of special assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed to the insurance trustee and be applied by the insurance

trustee to the payment of the cost of reconstruction and repair of the common areas and facilities from time to time as the work progresses, but not more frequently than once in any calendar month. Said trustee shall make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth (1) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate, (2) 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 vendor's, mechanic's, materialmen's or similar lien arising from such work, and (3) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining in the hands of the insurance

trustee after the payment of the sum so requested. It shall be presumed that the first monies disbursed in payment of such cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in any construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the Association.

(iv) The insurance trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the insurance trustee, shall deliver such certificate as soon as practical.

(v) Each unit owner shall be deemed to have delegated to the Board his right to adjust with insurance companies all losses under the casualty insurance policies referred to in Subparagraph (i) of Paragraph A of this Section 13.

14. Rehabilitation of Existing Buildings, Structures and Other Improvements. The Association may, by the affirmative vote of unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of all unit owners, determine that the condominium property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. Any unit owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the president of the Association within five (5) days after

receiving notice of such vote, to receive the fair market value of his ownership interest, less (i) the amount of any liens and encumbrances on his unit as of the date such vote is taken and (ii) the amount of any liens and encumbrances arising out of actions of said unit owner filed during the period from the date of such vote to the date of conveyance, in return for a conveyance of his ownership interest, subject to such liens and encumbrances, to the president of the Association as trustee for all other unit owners. In the event of such election by a unit owner to receive the fair market value of his ownership interest, such conveyance and payment of the consideration therefor, which shall be a common expense to the unit owners who have not so elected, shall be made within ten (10) days thereafter, and, if such unit owner and a majority of the Board cannot agree upon the fair market value of such unit, such determination shall be made by majority vote of three appraisers, one of which shall be appointed by the Board, one of which shall be appointed by such unit owner, and the third of which shall be appointed by the first two appraisers.

15. Removal from Condominium Ownership. The unit owners, by unanimous vote, may elect to remove the condominium property from the provisions of Chapter 5311. 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, and by him recorded. Such certificate shall be prepared in duplicate and shall be signed by the president of the Association, who shall certify therein under oath that all

liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the common areas and facilities have been paid, released or discharged, and shall also be signed by the unit owners, each of whom shall certify therein under oath that all such liens and encumbrances on his unit or units have been paid, released or discharged.

Unless otherwise determined by the affirmative vote of unit owners entitled to exercise a majority of the voting power of all unit owners, all money and other assets of the Association which did not form a part of the condominium property shall be distributed to each unit owner in the same proportion as his percentage interest in the common areas and facilities at the time such certificate of election to remove the condominium property from the provisions of Chapter 5311 is filed with the Recorder of Franklin County, Ohio. Said distribution shall be made after all debts and obligations of the Association have been paid.

Upon removal of the condominium property from the provisions of Chapter 5311 as hereinbefore provided, all such condominium property shall be owned in common by the unit owners. The undivided interest in the property owned by each unit owner shall be equal to the percentage interest in the common areas and facilities previously held by such unit owner.

16. Amendment of Declaration. This Declaration may be amended at a meeting of the unit owners held for such purpose by the affirmative vote of those unit owners exercising not less than seventy-five percent (75%) of the voting power of all unit owners, who shall execute a certificate setting forth such alteration or amendment and cause one (1) of each of the same to be filed with

the Auditor and Recorder of Franklin County, Ohio. Such certification shall be executed by such unit owners in the manner provided for the execution of declarations by Section 5311.05 of the Revised Code of Ohio and such alteration or amendment shall be effective from the time a copy of such certification is delivered to the Recorder for record. Provided, however, that no amendment shall have any effect upon Grantor, the rights of Grantor under this Declaration and upon the rights of bona fide mortgagees until the written consent of Grantor and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the secretary of the Association and his certification in the instrument of amendment as to the consent or nonconsent of Grantor and the names of the consenting and nonconsenting mortgagees of the various units may be relied upon by all parties for all purposes.

17. Remedies for Breach of Covenants and Rules. If any unit owner (either by his own conduct or by the conduct of any occupant of his unit) shall violate any rules or breach any covenant or provision contained in this Declaration or in the Bylaws, the Association shall have the right, in addition to the rights hereinafter set forth in this Section 17 and those provided by law, (i) to enter any unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner of such unit, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration or of the Bylaws or of the rules, and the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

18. Miscellaneous Provisions.

A. Notices of Mortgages. Any unit owner who mortgages his ownership interest or interest therein, shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgagees and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgages. The Association shall maintain such information in a book entitled "Mortgagees of Units."

B. Copies of Notices to Mortgage Lender. Upon written request to the Board, the holder of any duly recorded mortgage on any ownership interest or interest therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner or owners whose ownership interest or interest therein is subject to such mortgage.

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

D. Limitation on Number of Units Owned. No person or persons, natural or artificial, shall, at any time, hold title to more than three (3) units, unless the purchase of such an additional unit or units has been approved by the Board. Notwithstanding the above, Grantor may hold title to any number of units.

E. 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.

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

G. Time Limits. If any of the privileges, covenants or rights, created by this Declaration shall be unlawful or void of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendents of the President of the United States of America.

H. Liability. Neither Grantor, nor any subsidiary of Grantor, nor any employee, agent, successor or assign of grantor or any such subsidiary, shall be liable for any claim or damage whatsoever arising out of or by reason of

any actions performed pursuant to or in accordance with the authority granted or delegated to them or any of them by or pursuant to this Declaration.

I. Service of Notices on the Board. Notices required to be given to the Board or the Association may be delivered to any two (2) members of the Board or to the president of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or officer at his residence or place of business.

J. Headings. The heading to each Section and each Paragraph hereof is inserted only as a matter of convenience for reference and in no way defines, limits or describes the scope or intent of this Declaration nor in any way affects this Declaration.

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

IN WITNESS WHEREOF, the said Grantor has executed this Declaration of Heritage Condominium this 21 day of NOVEMBER, 1972.

Signed and acknowledged
in the presence of:

Kenneth C. Harman

Saundra B. Nelson

Kenneth C Harman

Saundra B Nelson

Kenneth C Harman

Saundra B. Nelson

Kenneth C Harman

Saundra B. Nelson

WESTERVILLE DEVELOPMENT COMPANY,
an Ohio Limited Partnership

By _____
Irving E. Schottenstein,
General Partner

By _____
Melvin L. Schottenstein,
General Partner

By _____
W. Lyman Case, Jr.
General Partner

By _____
Ward C. Case
General Partner

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

BE IT REMEMBERED, that on this 21 day of NOVEMBER, 1972, before me, the subscriber, a Notary Public in and for said County, personally came the above-named WESTERVILLE DEVELOPMENT COMPANY, an Ohio limited partnership, by Irving E. Schottenstein, Melvin L. Schottenstein, W. Lyman Case, Jr. and Ward C. Case, its general partners, who acknowledge that they did sign the foregoing Declaration of Heritage Condominium, and that the same was the duly authorized act of the limited partnership and was their own free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



Kenneth C Harman
Notary Public

KENNETH C. HARMAN, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
LIFETIME COMMISSION

This instrument was prepared by:

Kenneth C. Harman, Esq.
250 East Broad Street
Columbus, Ohio 43215

EXHIBIT A

Situated in the State of Ohio, County of Franklin, City of Westerville, being part of Lot No. 23 and Lot No. 24 of Daniel D. Smith and James Jenkins Subdivision of part of Quarter Township 1, Township 2, Range 18, United States Military Lands, as said Lots are numbered and delineated upon the recorded plat of said subdivision, of record in Plat Book 3, Page 135, Surveyor's Office, Franklin County, Ohio, containing 17.072 acres of land, more or less, being part of that 186.82 acre tract of land referred to as PARCEL 1 in a deed to Nationwide Development Company, of record in Deed Book 2212, Page 14, Recorder's Office, Franklin County, Ohio, 0.701 acres of said 17.072 acre tract being within the limits of the dedicated right-of-ways of Old Coach Road and Cleveland Avenue, as the same are designated and delineated upon the recorded plat of Annehurst Village No. 1, of record in Plat Book 37, Page 51, Recorder's Office, Franklin County, Ohio, said 17.072 acre tract being more particularly described as follows:

Beginning at the centerline intersection of said Cleveland Avenue and Old Coach Road, as said intersection is shown on said plat of Annehurst Village No. 1, said point of beginning also being in the easterly line of said 186.82 acre tract;

Thence S 5° 38' 29" W, with the centerline of said Cleveland Avenue, the easterly line of said 186.82 acre tract, a distance of 160.01 feet to the southeasterly corner of said 186.82 acre tract;

Thence N 85° 01' 43" W, with the southerly line of said 186.82 acre tract, a distance of 468.14 feet to the southeasterly corner of Lot 1 of said Annehurst Village No. 1;

Thence N 4° 58' 17" E, with the easterly line of said Lot 1, crossing said Old Coach Road, with the easterly line of Lot 20, of said Annehurst Village No. 1, and with the easterly lines of Lots 152 and 151 of Annehurst Village No. 3, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 38, Page 63, Recorder's Office, Franklin County, Ohio, a distance of 471.45 feet to the northeasterly corner of said Lot 151, the southeasterly corner of Lot 150 of said Annehurst Village No. 3;

Thence N 26° 59' 08" W, with the northeasterly line of Lot 150, and with the northeasterly lines of Lots 149, 148, 147, and 146 of said Annehurst Village No. 3, a distance of 395.31 feet to the northeasterly corner of said Lot 146, the southeasterly corner of Lot 145 of said Annehurst Village No. 3;

Thence N 5° 29' 00" E, with the easterly line of said Lot 145, and with the easterly lines of Lots 144, 143, 142 and 109 of said Annehurst Village No. 3, a distance of 411.12 feet to a point;

Thence S 84° 21' 31" E, a distance of 261.45 feet to a point;

Thence N 5° 38' 29" E, a distance of 210.00 feet to a point;

Thence S 84° 21' 31" E, a distance of 225.00 feet to a point;

Thence S 5° 38' 29" W, a distance of 210.00 feet to a point;

Thence S 84° 21' 31" E, a distance of 201.44 feet to a point in the centerline of said Cleveland Avenue, the easterly line of said 186.82 acre tract;

Thence S 5° 38' 29" W, with the centerline of said Cleveland Avenue, the easterly line of said 186.82 acre tract, a distance of 1049.99 feet to the point of beginning and containing 17.072 acres of land.

72-1058
0-98-B
ALL OF
414
Westerville

BY MK DATE 12-1-72
SPLIT
TRANSFER ✓

E X H I B I T B

Building No.	Unit No.	Percentage Interest in Common Areas and Facilities
1	1-D	0.571%
	2-D	0.571%
	3-E	0.548%
	4-G	0.617%
	5-G	0.617%
	6-H	0.617%
	7-H	0.617%
2	1-D	0.571%
	2-D	0.571%
	3-E	0.548%
	4-G	0.617%
	5-G	0.617%
	6-H	0.617%
	7-H	0.617%
3	1-D	0.571%
	2-D	0.571%
	3-E	0.548%
	4-E	0.548%
	5-D	0.571%
	6-D	0.571%
	7-D	0.571%
	8-D	0.571%
	9-E	0.548%
	10-E	0.548%
	11-E	0.548%
	12-E	0.548%
	13-D	0.571%
	14-D	0.571%
	15-D	0.571%
	16-D	0.571%
4	1-E	0.548%
	2-E	0.548%
	3-E	0.548%
	4-E	0.548%
	5-E	0.548%
	6-E	0.548%
	7-E	0.548%
	8-E	0.548%
	9-E	0.548%
5	1-C	0.628%
	2-C	0.628%
	3-B	0.617%
	4-B	0.617%
	5-B	0.617%
	6-B	0.617%
	7-C	0.628%
	8-C	0.628%

Building No.	Unit No.	Percentage Interest in Common Areas and Facilities
6	1-C	0.628%
	2-C	0.628%
	3-B	0.617%
	4-B	0.617%
	5-B	0.617%
	6-B	0.617%
	7-C	0.628%
	8-C	0.628%
7	1-J	0.730%
	2-J	0.730%
	3-J	0.730%
	4-J	0.730%
	5-J	0.730%
	6-J	0.730%
	7-J	0.730%
	8-J	0.730%
8	1-E	0.548%
	2-E	0.548%
	3-E	0.548%
	4-E	0.548%
	5-E	0.548%
	6-E	0.548%
9	1-E	0.548%
	2-E	0.548%
	3-E	0.548%
	4-E	0.548%
	5-E	0.548%
	6-E	0.548%
10	1-F	0.387%
	2-F	0.387%
	3-F	0.387%
	4-F	0.387%
	5-A	0.410%
	6-A	0.410%
	7-A	0.410%
	8-A	0.410%
	9-F	0.387%
	10-F	0.387%
	11-F	0.387%
	12-F	0.387%
	13-A	0.410%
	14-A	0.410%
	15-A	0.410%
	16-A	0.410%
11	1-F	0.387%
	2-F	0.387%
	3-F	0.387%
	4-F	0.387%
	5-A	0.410%
	6-A	0.410%
	7-A	0.410%
	8-A	0.410%

Building No.	Unit No.	Percentage Interest in Common Areas and Facilities
11 (con't)	9-F	0.387%
	10-F	0.387%
	11-F	0.387%
	12-F	0.387%
	13-A	0.410%
	14-A	0.410%
	15-A	0.410%
	16-A	0.410%
12	1-C	0.628%
	2-C	0.628%
	3-B	0.617%
	4-B	0.617%
	5-B	0.617%
	6-B	0.617%
	7-C	0.628%
	8-C	0.628%
13	1-C	0.628%
	2-C	0.628%
	3-B	0.617%
	4-B	0.617%
	5-B	0.617%
	6-B	0.617%
	7-C	0.628%
	8-C	0.628%
14	1-D	0.571%
	2-D	0.571%
	3-E	0.548%
	4-E	0.548%
	5-E	0.548%
	6-C	0.628%
	7-C	0.628%
	8-B	0.617%
	9-B	0.617%
	10-B	0.617%
	11-B	0.617%
	12-C	0.628%
	13-C	0.628%
15	1-C	0.628%
	2-C	0.628%
	3-B	0.617%
	4-B	0.617%
	5-B	0.617%
	6-B	0.617%
	7-C	0.628%
	8-C	0.628%
16	1-C	0.628%
	2-C	0.628%
	3-B	0.617%
	4-B	0.617%
	5-B	0.617%
	6-B	0.617%
	7-C	0.628%
	8-C	0.628%

Building No.	Unit No.	Percentage Interest in Common Areas and Facilities
17	1-C	0.628%
	2-C	0.628%
	3-B	0.617%
	4-B	0.617%
	5-B	0.617%
	6-B	0.617%
	7-C	0.628%
	8-C	0.628%
18	1-C	0.628%
	2-C	0.628%
	3-B	0.617%
	4-B	0.617%
	5-B	0.617%
	6-B	0.617%
	7-C	0.628%
	8-C	0.628%
19	1-C	0.628%
	2-C	0.628%
	3-B	0.617%
	4-B	0.617%
	5-B	0.617%
	6-B	0.617%
	7-C	0.628%
	8-C	0.628%
	Total	100.000%

E X H I B I T C

BYLAWS OF

HERITAGE CONDOMINIUM UNIT OWNERS ASSOCIATION

ARTICLE I

NAME, NATURE AND PURPOSE OF THE ASSOCIATION

Section 1. Name and Nature. The Association shall be an Ohio corporation not for profit and shall be called "HERITAGE CONDOMINIUM UNIT OWNERS ASSOCIATION."

Section 2. Purpose. The purpose of this Association shall be the administration of the condominium property known as Heritage Condominium, in accordance with Chapter 5311 of the Revised Code of Ohio, the Declaration of said condominium property filed pursuant thereto, these Bylaws and the administrative rules and regulations adopted pursuant hereto, as any of the same may be lawfully amended from time to time.

ARTICLE II

MEMBERS AND VOTING

Section 1. Membership. Each unit owner upon acquisition of an ownership interest in a unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such unit owner of his ownership interest, at which time the new unit owner shall automatically become a member of the Association.

Section 2. Voting Rights. Each member owning the entire ownership interest in a unit shall be entitled to exercise that

percentage of the total voting power of the Association which is equivalent to the percentage of interest of such member's unit in the common areas and facilities. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in the ownership interest in a unit, each shall be entitled to exercise such proportion of the voting power for such unit as shall be equivalent to such person's proportionate interest in the ownership interest of such unit. No unit owner shall be eligible to vote who is shown on the books and records of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 4. Proxies. Members may vote or act in person or by proxy; provided, however, that no person appointed as proxy may exercise proxies on behalf of more than one unit owner; except that in the case of a unit or units jointly owned, the person appointed as proxy may exercise proxies on behalf of all, or any number, of the joint owners of such unit or units. 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 Board and shall be revocable at any time by actual notice to the Board by the member or members making such designation. Notice to the Board 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.

ARTICLE III

MEETINGS OF UNIT OWNERS

Section 1. Annual Meeting. The annual meeting of the unit owners of this Association, for the election of members of

the Board, except as hereinafter provided, the consideration of reports to be laid before such meeting and for the transaction of such other business as may properly come before such meeting, shall be held on the first Tuesday in May of each year, or on such other date within one (1) month thereafter as may from time to time be designated by the Board.

Section 2. Special Meetings. Special meetings of the unit owners shall be held whenever called by the president, by a majority of the Board acting with or without a meeting or by those unit owners entitled to exercise not less than twenty-five percent (25%) of the voting power of all unit owners. Upon the delivery of a request in writing to the president or secretary by any persons entitled to call a meeting of the unit owners, it shall be the duty of the president or secretary to give notice to the unit owners in accordance with these Bylaws, but if such request be refused, then the persons making such request may call a meeting by giving such notice. No business other than that specified in the call shall be considered at any special meeting.

Section 3. Place of Meetings. All meetings of unit owners shall be held in Franklin County, Ohio, at such places as may be specified by the Board or the persons calling the meeting.

Section 4. Notice of Meeting. A written or printed notice of every meeting of unit owners, whether annual or special, stating the time, place and the purpose or purposes for which the meeting is called, shall be given by the president or secretary by personal delivery or by mail not more than thirty (30) nor less than five (5) days before such meeting to each unit owner entitled to notice thereof. If mailed, such notice shall be addressed to the unit owner at

his address as it appears upon the records of the Association. If a meeting is adjourned to another time or place, no further notice as to such adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at such meeting. In the event of a transfer of ownership of a unit after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board may set a record date for the determination of the unit owners who are entitled to receive notice of or to vote at any meeting of unit owners, which record date shall not be earlier than forty-five (45) days preceding such meeting.

Section 5. Waiver of Notice. Notice of the time, place and purpose or purposes of any meeting of unit owners may be waived in writing, either before or after the holding of such meeting, by any unit owner, which writing shall be filed with or entered upon the records of such meeting. The attendance of any unit owner, in person or by proxy, at any such meeting without protesting the lack of proper notice prior thereto or at the commencement of the meeting shall be deemed to be a waiver by such unit owner of notice of such meeting.

Section 6. Quorum At any meeting of unit owners, those unit owners entitled to exercise not less than a majority of the voting power of all unit owners, present in person or represented by proxy, shall constitute a quorum for such meeting, but no action required by law, the Declaration or these Bylaws to be authorized or taken by those unit owners exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those unit owners entitled to exercise not

less than a majority of the voting power of the unit owners present in person and represented by proxy at a meeting may adjourn such meeting from time to time, and at such adjourned meeting any business may be transacted as if the meeting had been held as originally called.

Section 7. Order of Business. The order of business of any meeting of unit owners shall be determined by the presiding officer unless otherwise determined by a vote of those unit owners entitled to exercise not less than a majority of the voting power of the unit owners present in person and represented by proxy at the meeting.

Section 8. Votes Required. At all elections of members of the Board, the candidates receiving the greatest percentage of the votes cast shall be elected. All other questions shall be determined by the vote of those unit owners entitled to exercise not less than a majority of the voting power of the unit owners present in person and represented by proxy at a meeting, unless for any particular purpose the vote of a greater percentage of the voting power of all unit owners is otherwise required by law, the Declaration or these Bylaws.

Section 9. Action Without a Meeting. Any action which may be authorized or taken at a meeting of unit owners may be authorized or taken without a meeting in a writing or writings signed by all of the unit owners, which writing or writings shall be filed with or entered upon the records of this Association.

ARTICLE IV

BOARD OF MANAGERS

Section 1. Number and Qualification. For a period of two (2) years from the filing of the Declaration and these Bylaws with

greatest percentage of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term.

Section 3. Term of Office; Resignations. Each elected Board member shall hold office for a term of two (2) years and until his successor is elected, or until his earlier resignation, removal from office or death. Provided, however, that at the first meeting of the members of the Association at which members of the Board are elected, whether such meeting be an annual meeting or a special meeting, the term of office of two Board members shall be until the next annual meeting of the members of the Association; the term of office of the remaining three Board members shall be one (1) year subsequent to such next annual meeting. At the expiration of such initial term of office of each respective elected Board member, his successor shall be elected to serve for a term of two (2) years. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or any writing to that effect delivered to the secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation.

Section 4. Organization Meeting. Within ten (10) days after each meeting of members of the Association at which Board members are elected, the newly elected Board members and those members whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business.

greatest percentage of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term.

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Section 4. Organization Meeting. Within ten (10) days after each meeting of members of the Association at which Board members are elected, the newly elected Board members and those members whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business.

Section 5. Regular Meetings. Regular meetings of the Board may be held at such time and place 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 6. Special Meetings. Special meetings of the Board may be held at any time upon call by the president or any two Board members. Written notice of the time and place of each such meeting shall be given to each Board member 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 Board member 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 him of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Board member, 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 7. Quorum; Adjournment. A quorum of the Board shall consist of a majority of the Board members then in office; provided that a majority of the Board members 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 8. 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

A. 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;

B. make contracts;

C. effect insurance;

D. borrow money, and issue, sell, and pledge notes, bonds and other evidences of indebtedness of the Association;

E. levy assessments against unit owners;

F. employ a managing agent to perform such duties and services as the Board may authorize;

G. employ lawyers and accountants to perform such legal and accounting services as the Board may authorize; and

H. 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 9. Removal of Members of 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 Board members, except the Board members designated by Westerville Development Company, as provided in Section 1 of this Article IV, may be

removed with or without cause by the vote of the members of the Association entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created, notwithstanding any other provisions of these Bylaws. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 10. Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a common expense.

ARTICLE V

OFFICERS

Section 1. Election and Designation of Officers. The Board shall elect a president, a vice president, a secretary and a treasurer. The president shall be a member of the Board. The Board may also appoint an assistant treasurer and an assistant secretary and such other officers as in their judgment may be necessary who may or may not be 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 organization meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may

remove any officer at any time with or without cause by a majority vote of the Board members then in office. Any vacancy in any office may be filled by the Board.

Section 3. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and 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, 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 be provided for in the Declaration or in these Bylaws.

Section 4. 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. He shall keep such books as may be required by the Board, shall give notices of meetings of members of the Association and of the Board required by law, the Declaration or by these Bylaws, and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these Bylaws.

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 Board 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 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 or to a managing agent and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE VI

GENERAL POWERS OF THE ASSOCIATION

Section 1. Common Expenses. The Association, for the benefit of all the unit owners, shall pay all common expenses arising with respect to, or in connection with, the condominium property, including, without limitation, the following:

A. Utility Service for Common Areas and Facilities. The cost of waste removal, electricity, telephone, heat, power or any other utility service for the common areas and facilities, except for those limited common areas and facilities which are reserved for the exclusive use of a particular unit. The Association shall pay the cost of water and sewer service for all of the condominium property. Upon determination by the Board that any unit owner is using excessive amounts of any utility services which are common expenses,

the Association shall have the right to levy special assessments against such unit owner to reimburse the Association for the expense incurred as a result of such excessive use.

B. Fire Insurance. The premium upon a policy or policies of fire insurance insuring all buildings and improvements comprising the condominium property, with extended coverage endorsement as provided in the Declaration, the amount of which insurance shall be reviewed annually.

C. Casualty Insurance. The premium upon a policy or policies of casualty insurance insuring all buildings and improvements comprising the condominium property, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

D. Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board, the unit owners and the occupants against liability for personal injury, disease, illness or death or for injury to or destruction of property occurring upon, in or about, or arising from or relating to the common areas and facilities, as provided in the Declaration, the limits of which policy shall be reviewed annually.

E. Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable law.

F. Wages and Fees for Services. The wages and/or fees for 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 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.

G. Care of Common Areas and Facilities. The cost of landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintaining, decorating, repairing and replacing of the common areas and facilities, excluding the limited common areas and facilities reserved for the exclusive use of a particular unit.

H. Additional Expenses. The cost of any materials, supplies, furniture, labor, services, maintenance, repairs, replacements, structural alterations and insurance, which the Association is required to secure or pay for pursuant to the terms of the Declaration and these Bylaws or by law or which the Association deems necessary or proper for the maintenance and operation of the condominium property as a first-class condominium project or for the enforcement of the Declaration and these Bylaws.

I. Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance which may in the opinion of the Association constitute a lien against the condominium property or against the common areas and facilities, rather than merely against the interests

therein of such unit owner responsible for the existence of such lien or encumbrance; provided, however, that the Association shall levy a special assessment against such unit owner to recover the amount expended in discharging such a lien or encumbrance.

J. Certain Maintenance of Units. The cost of the maintenance and repair of any unit, if such maintenance or repair is necessary, in the discretion of the Association, to prevent damage to or destruction of any part of the common areas and facilities, or any other unit, and the unit owner owning such unit requiring such maintenance or repair shall have failed or refused to perform said maintenance or repair within a reasonable time after written notice to repair delivered by the Association to said unit owner; provided, however, that the Association shall levy a special assessment against such unit owner to recover the amount expended for such maintenance or repair.

Section 2. Association's Right to Enter Units. The Association or its agents may enter any unit or portion of the limited common areas and facilities when necessary in connection with any maintenance, repair or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the unit owner as practicable, and any damage caused thereby shall be repaired by the Association. 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. In the event of any emergency originating in or threa ing any unit or at a time when required alterations or repairs

are scheduled, the managing agent or his representative or any other person designated by the Board may enter the unit immediately, whether the unit owner is present or not.

Section 3. Capital Additions and Improvements. Whenever in the judgment of the Board the common areas and facilities shall require additions, alterations or improvements (as opposed to maintenance, repair and replacement) costing in excess of Five Thousand Dollars ($5,000.00) and the making of such additions, alterations or improvements shall have been approved by unit owners entitled to exercise not less than a majority of the voting power, the Board shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common expense. Any additions, alterations or improvements costing Five Thousand Dollars ($5,000.00) or less may be made by the Board without approval of the unit owners, and the cost thereof shall constitute a common expense.

Section 4. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, or the Board, may adopt such reasonable rules and from time to time amend the same as it or they may deem advisabel for the maintenance, conservation and beautification of the condominium property, and for the health, comfort, safety and general welfare of the unit owners and occupants. Written notice of such rules shall be given to all unit owners and occupants and the condominium property shall at all times be maintained subject to such rules. In the event such rules shall conflict with any provisions of the Declaration or of these Bylaws, the provisions of the Declaration and of these Bylaws shall govern.

Section 5. Special Services. The Association may arrange for special services and facilities for the benefit of such unit owners and occupants as may desire to pay for the same, including, without limitation, the cleaning, repair and maintenance of units and special recreational, educational or medical facilities. The cost of any such special services or facilities shall be determined by the Association and may be charged directly to participating unit owners as a special assessment or paid by the Association as a common expense, in which case a special assessment shall be levied against such participating unit owners to reimburse the Association therefor.

Section 6. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board and officers, from delegating in accordance with the Declaration, to persons, firms or corporations, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

ARTICLE VII

FINANCES OF ASSOCIATION

Section 1. Preparation of Estimated Budget. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay all the common expenses for the next calendar year together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each unit owner in writing as to the amount of such estimate, with reasonable itemization thereof.

The "estimated cash requirement" shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common areas and facilities. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each unit owner shall be obligated to pay to the Association one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of each annual meeting, the Board shall supply to all unit owners an itemized accounting of the common expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates 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 unit owner's percentage of ownership in the common areas and facilities to the next monthly installments due from unit owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each unit owner's percentage of ownership in the common areas and facilities to the installments due in the succeeding six (6) months after rendering the accounting.

Section 2. Reserve for Contingencies and Replacements. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any unit owner's assessment, such extraordinary expenditures shall be assessed to the unit owners according

to each unit owner's percentage of ownership in the common areas and facilities. The Board shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable with the next regular monthly payment becoming due to the Association not less than ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount.

Section 3. Budget for First Year. When the first Board designated hereunder takes office, it shall determine the "estimated cash requirement," as hereinabove defined, for a period commencing on said date of taking office and ending on December 31st of the same calendar year. Assessments shall be levied against and paid by the unit owners during said period as provided in Section 1 of this Article VII, except that the assessment for each unit owner shall be paid in equal monthly installments beginning on the 1st day of the month following the month during which said Board takes office, and on the first day of each and every month of the year thereafter.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or deliver to the unit owner the annual or adjusted estimate shall not constitute a waiver or release in any manner of such unit owner's obligtion 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.

Section 5. 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 unit owner or his representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by such unit owner. Upon ten (10) days notice to the Board and 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 unit owner.

Section 6. 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 unit owners in proportion to each unit owner's percentage of ownership in the common areas and facilities.

Section 7. Annual Audit. The books of the Association shall be audited once a year by the Board and such audit shall be completed prior to each annual meeting. If requested by two members of the Board, such audit shall be made by a Certified Public Accountant. In addition and at any time requested by ten or more unit owners, the Board shall cause an additional audit to be made.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Indemnification of Board Members and Officers. Each Board member and officer of the Association, and each former Board member and officer of the Association, shall be indemnified

by the Association against the costs and expenses reasonably 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 his being or having been such Board member or officer of the Association (whether or not he is a Board member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such Board member or officer. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the Association, or any former Board member or officer of the Association, is made a party or which may be threatened to be brought against him by reason of his being or having been a Board member or officer of the Association, he shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him in connection with such action, suit or proceeding (whether or not he is a Board member or officer at the time of incurring such costs and expenses), if (a) the Association shall be advised by independent counsel that such Board member or officer did not misconduct himself or was not negligent in the performance of his duty as such Board member or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board member or officer (and all other Board members or officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and

officers as a re ult of such settlement, or (b) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer owns of record or beneficially ten percent (10%) or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner and (iv) any spouse, child, parent, brother or sister of any such Board member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration, any vote of Association members or any agreement.

Section 2. Amendments. Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration as provided therein and such modification or amendment shall be effective from the time the certificate setting forth such modification or amendment provided for in the Declaration is delivered to the Recorder for record.

Section 3. Definitions. The terms used in these Bylaws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these Bylaws and of any amendment hereto shall have the respective meanings specified in Article I of the Declaration.

E X H I B I T E

DESCRIPTION OF A 11.117 ACRE TRACT
OUT OF THE NATIONWIDE DEVELOPMENT
COMPANY'S TRACT WEST OF CLEVELAND
AVE. SOUTH OF WEST MAIN STREET (PARK ROAD)
WESTERVILLE, OHIO

Situated in the State of Ohio, County of Franklin, City of Westerville, being part of Lots 23 and 24 of Daniel D. Smith and James Jenkins Subdivision, of part of Quarter Township 1, Township 2, Range 16, United States Military Lands, as said Lots are numbered and delineated upon the recorded plat of said Subdivision, of record in Plat Book 3, Page 135, Surveyor's Office, Franklin County, Ohio, containing 11.117 acres of land, more or less, being part of that 186.82 acre tract of land referred to as PARCEL 1 in a deed to Nationwide Development Company, of record in Deed Book 2212, Page 14, Recorder's Office, Franklin County, Ohio, said 11.117 acre tract being more particularly described as follows:

Beginning at the easternmost northeasterly corner of that 17.072 acre tract of land described in a deed to Westerville Development Company, of record in Deed Book 2960, Page 104, Recorder's Office, Franklin County, Ohio, the easterly line of said 186.82 acre tract, the centerline of Cleveland Avenue;

Thence N 84° 21' 31" W, with a northerly line of said 17.072 acre tract, a distance of 201.44 feet to a corner of said 17.072 acre tract;

Thence N 5° 38' 29" E, with an easterly line of said 17.072 acre tract, a distance of 210.00 feet to the northernmost northeasterly corner of said 17.072 acre tract;

Thence N 84° 21' 31" W, with the northernmost line of said 17.072 acre tract, a distance of 225.00 feet to the northernmost northwesterly corner of said 17.072 acre tract;

Thence S 5° 38' 29" W, with a westerly line of said 17.072 acre tract, a distance of 210.00 feet to a corner of said 17.072 acre tract;

Thence N 84° 21' 31" W, with a northerly line of said 17.072 acre tract, a distance of 261.45 feet to the westernmost northwesterly corner of said 17.072 acre tract, also being in the easterly line of Lot 109 of Annehurst Village No. 3, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 38, Page 63, Recorder's Office, Franklin County, Ohio;

Thence N 5° 29' 00" E, with the easterly line of Lots 109, 108, 107, 106, 105, and 104 of said Annehurst Village No. 3, (passing the northeasterly corner of said Annehurst Village No. 3, at a distance of 580.54 feet), a distance of 770.54 feet to a point in the northerly line of said 186.82 acre tract, the centerline of West Main Street (Park Road);

Thence S 84° 31' 00" E, with the northerly line of said 186.82 acre tract the centerline of said West Main Street (Park Road), a distance of 690.00 feet to the northeasterly corner of said 186.82 acre tract, the centerline of Cleveland Avenue;

Thence S 5° 38' 29" W, with the easterly line of said 186.82 acre tract, the centerline of said Cleveland Avenue, a distance of 772.44 feet to the point of beginning and containing 11.117 acres of land, more or less.

E X H I B I T F

DESCRIPTION OF 15.375 ACRES OUT OF
NATIONWIDE DEVELOPMENT COMPANY
ORIGINAL 194.776 ACRE TRACT -
NORTHWEST CORNER OF CLEVELAND AVENUE
AND PARK ROAD IN WESTERVILLE, OHIO

Situated in the State of Ohio, County of Franklin, City of Westerville, being part of Quarter Township 1, Township 2, Range 18, United States Military Lands, being part of Lots 22 and 23, as the same are numbered and delineated on the recorded plat of Daniel D. Smith and James Jenkins Subdivision, of record in Plat Book 3, Page 135, Surveyor's Office, Franklin County, Ohio, containing 15.375 acres of land, more or less, being part of that 194.776 acre tract (from a survey made by Hockaden-Lipes-Rousculp, Inc. in March, 1969) described in a deed to NATIONWIDE DEVELOPMENT COMPANY, of record in Deed Book 2620, Page 669, (all references to Deed Books and Plat Books in this description refer to the records of the Recorder's Office, Franklin County, Ohio) said 15.375 acres being more particularly described as follows:

Beginning at the centerline intersection of West Main Street (Park Road) and Cleveland Avenue (Harbor Road), the southeasterly corner of said 194.776 acre tract;

Thence N 84° 31' 00" W, with the centerline of said West Main Street (Park Road), the southerly line of said 194.776 acre tract, a distance of 690.00 feet to a point;

Thence N 5° 29' 00" E, with the southerly extension of an easterly line of that 11.048 acre tract of land referred to as PARCEL 2 in a deed to PLANNED COMMUNITIES, INC., of record in Deed Book 2892, Page 343, and with an easterly line of Annehurst Village No. 6, of record in Plat Book 42, Page 47, a distance of 370.00 feet to a point;

Thence N 14° 48' 54" E, with an easterly line of said 11.048 acre tract, a distance of 384.40 feet to the southeasterly corner of Lot 296 of said Annehurst Village No. 6;

Thence N 5° 24' 08" E, with an easterly line of said Annehurst Village No. 6, an easterly line of said 11.048 acre tract, a distance of 260.00 feet to the northeasterly corner of said Annehurst Village No. 6, the northeasterly corner of said 11.048 acre tract, a southerly line of that 11.0 acre tract referred to as PARCEL NO. 1 in a Certificate of Transfer, of record in Deed Book 2530, Page 693, a northerly line of said 194.776 acre tract;

Thence S 84° 35' 52" E, with a southerly line of said 11.0 acre tract, a northerly line of said 194.776 acre tract, a distance of 630.00 feet to a southeasterly corner of said 11.0 acre tract, a northeasterly corner of said 194.776 acre tract, the centerline of said Cleveland Avenue (Harbor Road);

Thence S 5° 35' 40" W, with an easterly line of said 194.776 acre tract, the centerline of said Cleveland Avenue (Harbor Road), a distance of 1010.21 feet to the point of beginning and containing 15.375 acres of land, more or less.