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DECLARATION AND BYLAWS

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

HILLIARD HEIGHTS CONDOMINIUM

CERTIFICATE OF AUDITOR

_____, 1989

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

Palmer C. McNeal
Auditor

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 44 PAGE 39-41

TRANSFERRED
JUL 6 1989
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

TIME 4:00 P M
RECORDED FRANKLIN CO., OHIO
JUL 6 1989
JOSEPH W. TESTA, RECORDER
RECORDER'S FEE $ 17.00

This instrument prepared by Richard L. Loveland, attorney at law, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215.

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DECLARATION

This is the Declaration of Hilliard Heights Condominium made on or as of the 7th day of June, 1989, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. The Qualstan Corporation, an Ohio corporation, "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

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

Definitions

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

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

2. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Hilliard Heights Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio. (The State of Ohio's enabling non-profit corporation act.)

3. "Association" and "Hilliard Heights Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act.

4. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium under the Condominium Act.

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

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

7. "Condominium" and "Hilliard Heights Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.

8. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.

9. "Condominium instruments" means this Declaration, the Bylaws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."

10. "Condominium organizational documents" means the Articles, the Bylaws, the Drawings, this Declaration.

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

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

13. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the Condominium Act.

14. "Drawings" means the drawings for the Condominium, and are the Drawings required pursuant to the Condominium Act. A set thereof is attached hereto, but the same may be detached and filed separately herefrom by the appropriate public authorities.

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

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

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

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

19. "Trustee" and "Trustees" mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the board of managers of the Association, as defined in the Condominium Act.

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

21. "Unit owner" and "Unit owners" mean that person or those persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

The Plan

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

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the City of Columbus, Franklin County, Ohio, and consisting of 1.414 acres, is attached hereto and marked "Exhibit A".

ARTICLE II

NAME

The name by which the Condominium shall be known is "Hilliard Heights Condominium".

ARTICLE III

PURPOSES; RESTRICTIONS

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

Section 2. Restrictions. The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, but for no longer than a two year period of time from the

time of the closing of the first sale of a Unit to a bona fide purchaser, one or more Units as sales and rental models and offices, and for storage and maintenance purposes, provided, that Declarant may maintain and utilize one or more of the Units in property added to the Condominium for such purposes for a two year period of time from the time of the closing of the first sale of a Unit in the property so added; and (iii) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Areas Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants.

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

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a patio or balcony, unless authorized by the Board.

(e) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Areas, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

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

(g) Renting and Leasing. No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a

portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect.

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

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

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

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

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

(m) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Area by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings, and in the case of a Unit added to the Condominium, the initial pages of the amendment to the Declaration and the amendment to the Drawings by which such Unit was added to the Condominium. The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(n) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another.

(o) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion.

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

(q) Disputes Between Owners. In the event of any dispute between Unit owners as to the application of the foregoing restrictions or any rule or regulation promulgated pursuant thereto, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three days in

advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action of any type may be instituted by either party to such a dispute unless the dispute has first been submitted to and determined by the Board, as aforesaid.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

Section 1. Buildings. There are three buildings a part of the Condominium, each containing six dwelling units. The buildings are two story townhouse style buildings, with full basements, built on concrete block foundations, of wood frame construction, with aluminum siding and some cedar, and asphalt shingle roofs. End dwelling units may have attached one car or two car one story garages (without a basement) and some end dwelling units have a second story above the attached garage, all as shown on the Drawings. The principal materials of which these buildings are constructed are wood, glass, concrete, concrete block, cedar veneer facings, aluminum siding, asphalt shingle, and drywall. The buildings are located as shown on the Drawings.

Section 2. Other. Each dwelling unit has a front stoop and a rear partially wood-fenced patio area. Also on the Condominium Property are sidewalks, green and landscaped areas, and private asphalt drives and parking areas. There are no recreation facilities a part of the Condominium.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the eighteen (18) dwelling units, each of which is called "a Unit", is designated by a number, which corresponds with the number of the building, and a capital letter. An illustration is "Unit 1A". This is the Unit's "Unit designation". The Unit designation of each Unit is shown on the Drawings where that Unit is located. The location and designation of each Unit is also shown on the sketch plot plan attached hereto as "Exhibit B". Information concerning the Units, with a listing of proper Unit designations, is shown on the attached "Exhibit C".

Section 2. Composition of Units.

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

(1) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and

interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the dry-wall, paneling and other finishing wall material;

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

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

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

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

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

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

(8) the attic space or storage space above a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access;

excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

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

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

(3) fireplace stacks and chimneys, if any.

(b) Unit Types, Sizes, Locations and Components. The type, composition, and approximate interior area of each Unit are shown on the attached Exhibit C". The location, dimensions, type and composition of each Unit are also shown on the Drawings. Each Unit has direct access to a Common Area, which leads directly to Springdale Boulevard, a public street.

ARTICLE VI

COMMON AND LIMITED COMMON AREAS

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

Section 2. Limited Common Areas - Description. Those portions of the Common Areas that are labeled or designated "LCA" or "limited common areas" on the Drawings, are Limited Common Areas. In the case of each Unit, those Limited Common Areas consist of a front stoop and a rear patio area that extends the full width of the Unit. Each such Limited Common Area is reserved for the exclusive use of the owners and occupants of the Unit to which it is appurtenant.

Section 3. Undivided Interest. The undivided interest in the Common Areas of each Unit (rounded to the nearest hundredth of a percent) is shown on the attached Exhibit C, and, in each case, is based on par values that Declarant has assigned to each type of Unit (as also set forth on Exhibit C), primarily on the basis of the relative replacement costs of the Units, but adjusted also for simplicity and as necessary to make the total undivided interests equal exactly 100.00%. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains.

If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units in the Common Areas shall be uniformly reallocated so that the undivided interest of each Unit of each type added shall be the same as each other Unit of that type, and so that the undivided interest of a Unit of one type to one of another type is in the same ratio as those interests are with respect to the Units initially a part of the Condominium, provided that interests shall be rounded to total exactly 100.00%, and, if necessary to make the total equal that figure, adjustments of one one hundredth of a percent will be made, in Declarant's discretion.

ARTICLE VII

UNIT OWNERS' ASSOCIATION

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

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit owners, and every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 4. Board of Trustees. The Board initially shall be those three persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than the time that Units to which 25% of the undivided interests in the Common Areas appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and the Unit owners other than the Declarant shall elect one Trustee at such meeting to replace whichever Trustee Declarant designates.

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

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

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

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium Act, that are not specifically reserved to Unit owners.

Section 6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party, without penalty, on ninety (90) days' written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under

the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases or insures first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of management, maintenance, and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing, do not exceed a two year period, and are terminable by the Association, without cause and without penalty, on ninety (90) days' written notice.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business, which is Franklin County, Ohio, where the Condominium is situated, is:

Gary M. Garrison
1550 Galleon Boulevard
Hilliard, Ohio 43026

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

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association, to the extent funds are available for the same, shall maintain, repair and replace all improvements constituting a part of the Common Areas, including but not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Areas and that do not constitute part of a Unit, and shall repair and replace the structural components of improvements constituting a part of the Limited Common Areas; provided that the Association shall not be responsible for the repair and replacement of non-structural components of improvements a part of the Limited Common Areas nor for the cleaning, housekeeping and routine maintenance of Limited Common Areas or components thereof. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements a part of the Common Areas and structural components of improvements a part of the Limited Common Areas.

Section 2. Individual Responsibility. Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, perform cleaning, housekeeping, and routine maintenance with respect to Limited Common Areas appurtenant to that owner's Unit, and repair and maintain non-structural

components of improvements constituting part of those Limited Common Areas. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor, repair and maintenance of the interior of patio fences, and repair of patio pads, if any. In the event a Unit owner shall fail to make a repair or perform maintenance required of that Unit owner, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit owner or occupant, or is as a result of the failure of any Unit owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE X

UTILITY SERVICES

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, and to reimburse the Association for that owner's Unit's share of any utility cost that the Board reasonably determines is attributable to use by that owner's Unit. All other utility costs shall be common expenses and paid by the Association.

ARTICLE XI

INSURANCE; LOSSES BONDS

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

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

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

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

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

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

(f) shall have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;

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

(h) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit owners;

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

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

Section 2. Liability Insurance. The Association shall obtain and maintain, at Association cost and as a common expense, a comprehensive policy of general liability insurance covering

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

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

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

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of B/VI, or better, or, if Class V, has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/VI or better rating.

Section 5. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative; Power of Attorney. There may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

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

Section 8. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit owners and eligible mortgagees, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof

shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners and eligible mortgagees if they are entitled to do so pursuant to the provisions of this Declaration, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not cove by insurance) of all Unit owners in proportion to their respec ve undivided interests in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

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

ARTICLE XII

DAMAGE; RESTORATION; REHABILITATION AND RENEWAL

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

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

Section 3. Rehabilitation and Renewal. The Association, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible mortgagees hereinafter provided, may determine that the Condominium 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.

ARTICLE XIII

CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit owner, or the direct loss with respect to the Unit itself, or with regard to the useability thereof, nor diminishes any award for any such loss.

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

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

Section 4. Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium property, and the Association,

including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

Section 5. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable; runs with land, is coupled with an interest, and is irrevocable.

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

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

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

Section 3. Easements for Encroachments. Each Unit and the Common Areas and Limited Common Areas shall be subject to and benefitted by easements for encroachments on or by any other Unit and upon the Common Areas and Limited Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the

Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroachments remain, shall and do exist.

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

Section 5. Easements for Utilities. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television. By these easements it shall be expressly permissible for the Association to grant to the providing companies permission to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof.

Section 6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Areas and Limited Common Areas (a) for a one year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, for access to and for the purpose of completing improvements for which provision is made in this Declaration, (b) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (c) for the initial sales and rental period, but for no longer than two years from the time of the closing of the first sale of a Unit to a bona fide purchaser, to maintain and utilize one or more Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs.

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

Section 8. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, appoints the President of the Association his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

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

Section 3. Elements-Apportionment: Due Dates.

(a) Annual Operating Assessments.

(1) Prior to the time any Unit owner other than Declarant is to be charged assessments by the Association, and prior to the beginning of each fiscal year of the Association after the period for which the first assessments are levied, the Board shall estimate, and prorate among all Units on the basis of the undivided interest of each Unit in the Common Areas, common expenses of the Association consisting of the following:

a. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;

b. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

c. the estimated next fiscal year's costs for utility services not separately metered or charged to Unit owners;

d. the estimated amount required to be collected to maintain a general operating

reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two months' currently estimated assessments on all Units;

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

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

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

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly prorata share of the annual operating assessment for that Unit.

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

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available,

except on dissolution of the Association, for distribution to Unit owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners and the consent of eligible mortgagees hereinafter provided.

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

(c) Special Individual Unit Assessments. The Board shall levy assessments against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit owner, and a Unit owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Areas attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit owners.

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

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

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

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

(c) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, interest, late fees, and costs, including attorney fees, may be filed with the recorder of the county in which the Condominium Property is located, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other chief officer of the Association.

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

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

(f) Each such assessment together with interest, late fees, and costs, including attorney fees, shall also be the joint and several personal obligation of the Unit owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in

title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

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

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

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner.

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

ARTICLE XVI

CONDOMINIUM INSTRUMENT REQUIREMENTS

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

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will

be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of two thousand dollars or more is held for more than ninety (90) days, interest at the rate of at least four percent per annum for any period exceeding ninety (90) days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

Section 3. Association Control. Except in its capacity as a Unit owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association, except as expressly provided herein. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium Act. Neither the Association nor the Unit owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit owners other than Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit owners pursuant to the provisions of the Bylaws.

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

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

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

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

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

E. Limitations.

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

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

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

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

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

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

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

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

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

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

ARTICLE XVII

EXPANSIONS

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

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

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

Section 4. Legal Description. A legal description, by metes and bounds, of all of the land that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this condominium, is attached hereto and marked "Exhibit D", and, together with any improvements placed thereon and added hereto, is referred to herein as "the Additional Property".

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

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

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

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is one hundred sixty-two (162), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number

of dwelling units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

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

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, variances in setbacks or locations of structures in relation to other improvements, or minor changes in design or finish detail.

Section 11. Improvements Other than Structures. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that Additional Property, and no other non-structural improvements. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design, and quality as those improvements then on the Condominium Property. Notwithstanding the foregoing, it is anticipated that an open green park area, part of the Additional Property, may be added to the Condominium, and, if so, Declarant reserves the right to provide mounding, walking and bike paths, and light, outdoor recreational facilities on that property added. In addition, Declarant reserves the right to install permanent condominium identification signs and monuments, and appurtenances, at one or more entryways into the Condominium and expansions thereof.

Section 12. Types of Units. Except as hereinafter provided, all Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be of the same types as the types of Units then on the Condominium Property, or as otherwise described herein, provided, however, that any such Units shall be deemed of the same types, notwithstanding changes in interior layout, or minor changes in design or finish detail. Notwithstanding the foregoing, Declarant reserves the right to construct Units of the types described in Exhibit C hereto and add them to the Condominium. All Units shall be of the composition, and have the par values, set forth on Exhibit C.

Section 13. Limited Common Areas. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Areas therein of substantially the same type and size as those areas now so designated as such in the Condominium Property, including, without limiting the generality of the foregoing, stoops and patios. The precise size and number of such newly

created Limited Common Areas cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined. In addition, Declarant reserves the right to construct on the Additional Property, and add to the Condominium Property, detached one-story two car garage buildings built of materials comparable to and compatible with the materials of which the residential buildings are constructed, and conforming in architectural style with those residential buildings. The parking spaces in these detached garages will be Limited Common Areas appurtenant to the Units designated in the amendments to the Declaration and Drawings adding them to the Condominium Property.

Section 14. Supplementary Drawings. Attached hereto and marked "Exhibit E" is a plot plan showing the location and dimensions of the Condominium Property and the Additional Property. Declarant does not consider any other drawings or plans presently appropriate in supplementing the foregoing provisions of this article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Condominium Act.

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

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

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

and for storage and maintenance, and model units, parking areas for sales and rental purposes, and advertising signs.

(b) the owner or owners of a Unit or Units in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by that owner or owners; and

(c) the undivided interests of Units in the Common Areas, as so expanded, shall be reallocated as provided in Section 3 of Article VI of this Declaration, that is, in the proportion of their relative par values; and

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

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

ARTICLE XVIII

NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

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

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

(b) any proposed decision or action that: (i) terminates professional management and establishes self management when professional management has been required previously by an eligible holder of a first mortgage lien; (ii) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that

specified in the Condominium organizational documents; (iii) substantial damage or destruction not be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi) would, without addition to, change in, or amendment of the Condominium organizational documents, make any change with respect to the items described in subparagraph (a) of Section 1 of this Article.

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

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

ARTICLE XIX

AMENDMENTS

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

(a) the consent of all Unit owners shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

(ii) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;

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

(iv) the fundamental purposes to which any Unit or the Common Areas are restricted;

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

(c) in any event, Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium organizational documents, to the extent necessary to (i) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of eligible mortgagees is obtained (if required), or (ii) correct typographical errors or obvious factual errors or omissions the correction of which would not impair the interest of any Unit owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

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

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit owners and eligible mortgagees hereinbefore required, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Auditor and Recorder of Franklin County, Ohio.

ARTICLE XX

GENERAL PROVISIONS

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this 27th day of June, 1989.

Signed and acknowledged in the presence of:

THE QUALSTAN CORPORATION

By _____
Gary M. Garrison, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Gary M. Garrison, the vice president of The Qualstan Corporation, an Ohio corporation, on its behalf, this 27th day of June, 1989.

_____
Notary Public

RICHARD L. LOVELAND
ATTORNEY AT LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

13673820

EXHIBIT A

DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Legal Description, Condominium Property
(1.414 acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, in Virginia Military Survey No. 15022; Being a portion of Reserve "A" in Cross Creek Village Section No. 2, as shown of record in Plat Book 69, Pages 30, 31 and 32, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at a point in the curved north line of Springdale Boulevard (60 feet wide) and at the southwest corner of said Reserve "A";

thence N 0° 57' 27" W along a portion of the west line of said Reserve "A" a distance of 162.07 feet to a point at the true place of beginning of the tract herein intended to be described;

thence continuing N 0° 57' 27" W along a portion of the west line of said Reserve "A" a distance of 211.64 feet to a point in the north line of said Virginia Military Survey No. 15022 and at the northwest corner of said Reserve "A";

thence N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 204.99 feet to a point;

thence S 1° 46' 53" E a distance of 183.56 feet to a point;

thence N 88° 13' 07" E a distance of 97.00 feet to a point;

thence S 1° 46' 53" E a distance of 179.33 feet to a point in the north line of Springdale Boulevard and in the south line of said Reserve "A";

thence S 88° 13' 07" W along the north line of Springdale Boulevard and along a portion of the south line of said Reserve "A" a distance of 101.02 feet to a point;

thence N 1° 46' 53" W a distance of 152.33 feet to a point;

thence S 88° 13' 07" W a distance of 205.00 feet to the true place of beginning;

containing 1.414 acres of land more or less and being subject to all easements and restrictions of record.

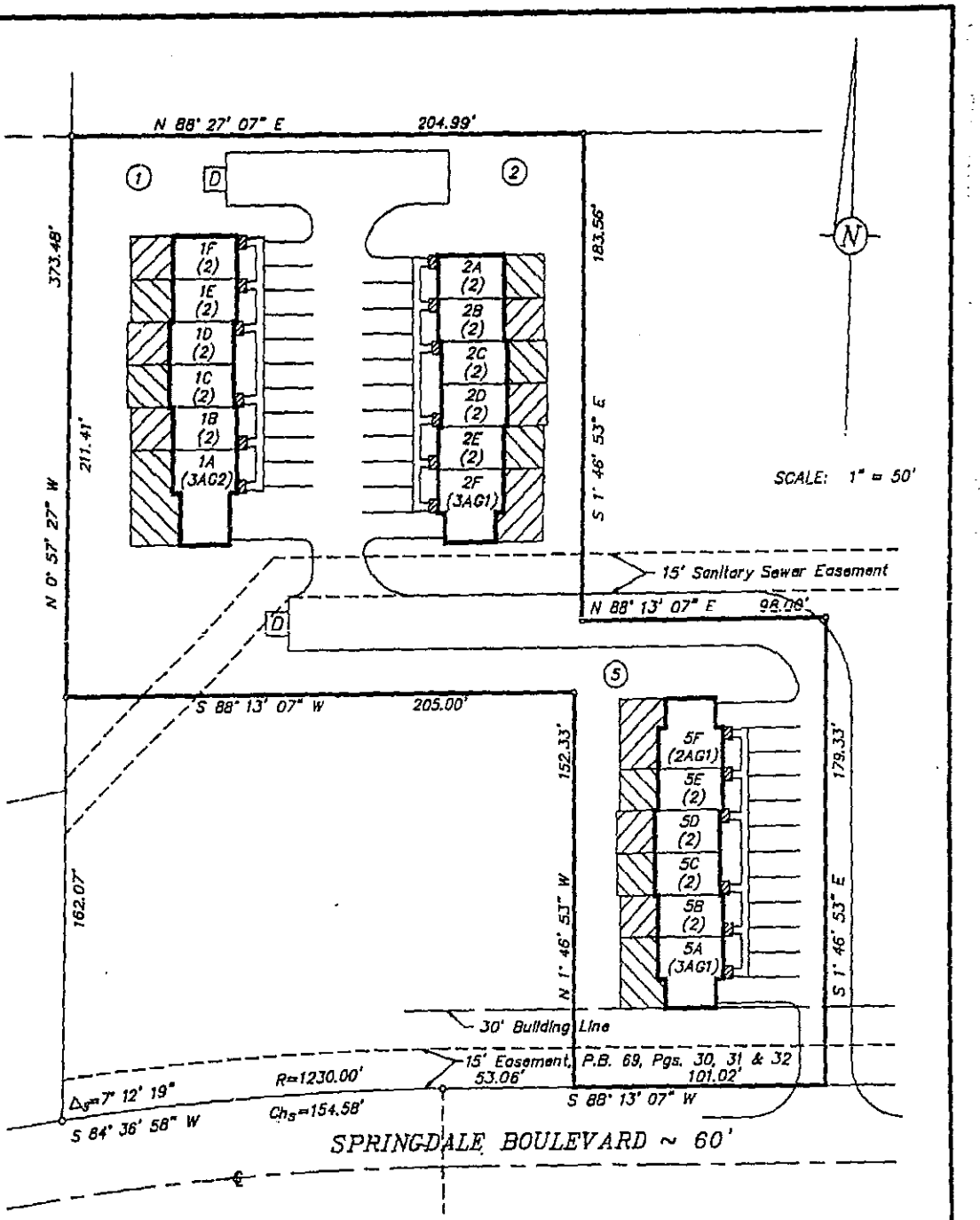
The above description was prepared by Richard J. Bull, Ohio Surveyor No. 4723, of C. F. Bird & R. J. Bull, Inc., Consulting Engineers & Surveyors, Worthington, Ohio, from an actual field survey of Cross Creek Village Section No. 2, in September, 1988. Basis of bearings is said plat of Cross Creek Village Section No. 2.

Last Transfer:

Tax Parcel No:

Declarant's Mailing Address: The Qualstan Corporation
1550 Galleon Boulevard
Hilliard, Ohio 43026

13673C01



LEGEND

Limited Common Area

All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.

Indicates Iron Pin

(12) Indicates Building Number

(2) Indicates Unit Type

EXHIBIT "B"
CONDOMINIUM DRAWINGS
FOR
HILLIARD HEIGHTS
CONDOMINIUM

SKETCH SITE PLAN – THE CONDOMINIUM PROPERTY
1.414 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

~Prepared By~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Road
Worthington, Ohio 43235

CCVAEXC

1367?c02

EXHIBIT C

DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

Unit Designation	Unit Type	Par Value	Undivided Interest
1A	3AG2	1.13	6.13%
1B	2	1.00	5.42
1C	2	1.00	5.42
1D	2	1.00	5.42
1E	2	1.00	5.42
1F	2	1.00	5.42
2A	2	1.00	5.43
2B	2	1.00	5.43
2C	2	1.00	5.43
2D	2	1.00	5.43
2E	2	1.00	5.43
2F	3AG1	1.11	6.02
5A	3AG1	1.11	6.02
5B	2	1.00	5.43
5C	2	1.00	5.43
5D	2	1.00	5.43
5E	2	1.00	5.43
5F	2AG1	1.08	5.86
		Total	100.00%

Unit Types

TYPE 2 - Two bedroom Unit, with a one room basement, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor. Contains a total of six rooms, counting the basement and bath as each one room, and 1,118 gross interior square feet, meaning the gross square feet of the Unit at all levels, including interior walls, measured from the inside of the Unit's exterior perimeter walls.

TYPE 2DG1 - Same as Type 2, except that it has as an appurtenant Limited Common Area the exclusive use of a parking space in a detached two car garage.

TYPE 2AG1 - Two bedroom Unit, with a one room basement, an attached single story one car garage, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor, contains a total of seven rooms, counting the basement, garage, and bath as each one room, and 1,337 gross interior square feet.

TYPE 2AG2 - Same as Type 2AG1, except the attached garage is a two car garage, and the Unit contains 1,498 gross interior square feet.

TYPE 3AG1 - Three bedroom Unit, with a one room basement, an attached one car garage, and a kitchen-dining room and living room on the first floor, and three bedrooms and a full bath on the second floor. Contains a total of eight rooms, counting the basement, garage and bath as each one room, and 1,511 gross interior square feet.

EXHIBIT C

DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

TYPE 3AG2 - Same as Type 3AG1, except the attached garage is a two car garage, and the Unit contains 1,672 gross interior square feet.

Par Values

Type	Par Value
2	1.00
2DG1	1.08
2AG1	1.08
2AG2	1.10
3AG1	1.11
3AG2	1.13

EXHIBIT D

DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Legal Description, Additional Property

Parcel 1 - (0.732 acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, in Virginia Military Survey No. 15022: Being a portion of Reserve "A" in Cross Creek Village Section No. 2, as shown of record in Plat Book 69, Pages 30, 31 and 32, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point in the curved north line of Springdale Boulevard (60 feet wide) and at the southwest corner of said Reserve "A";

thence N 0° 57' 27" W along a portion of the west line of said Reserve "A" a distance of 162.07 feet to a point;

thence N 88° 13' 07" E a distance of 205.00 feet to a point;

thence S 1° 46' 53" E a distance of 152.33 feet to a point in the north line of Springdale Boulevard and in the south line of said Reserve "A";

thence S 88° 13' 07" W along the north line of Springdale Boulevard and along a portion of the south line of Reserve "A" a distance of 53.06 feet to a point of curvature;

thence westerly along a portion of the curved north line of Springdale Boulevard, along the curved south line of said Reserve "A" and with a curve to the left, data of which is: radius = 1,230.00 feet and sub-delta = 7° 12' 19", a sub-chord distance of 154.58 feet bearing S 84° 36' 58" W to the place of beginning;

containing 0.732 acre of land more or less and being subject to all easements and restrictions of record.

Parcel 2 - (12.754 acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, in Virginia Military Survey No. 15022: Being a portion of Reserve "A" in Cross Creek Village Section No. 2, as shown of record in Plat Book 69, Pages 30, 31 and 32, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at a point in the curved north line of Springdale Boulevard (60 feet wide) and at the southwest corner of said Reserve "A";

thence N 0° 57' 27" W along the west line of said Reserve "A" a distance of 373.48 feet to a point in the north line of said Virginia Military Survey No. 15022 and at the northwest corner of said Reserve "A";

thence N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 204.99 feet to a point at the true place of beginning of the tract herein intended to be described;

EXHIBIT D

DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Legal Description, Additional Property

Parcel 2 - (12.754 acres) (continued)

thence continuing N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 1,593.97 feet to a point in the west line of Walcutt Road (80 feet wide) and at the northeast corner of said Reserve "A";

thence S 1° 44' 13" E along the west line of Walcutt Road and along the east line of said Reserve "A" a distance of 336.42 feet to a point of curvature;

thence southwesterly along a curve connecting the west line of Walcutt Road with the north line of Springdale Boulevard, along a curved line of said Reserve "A" and with a curve to the right, data of which is: radius = 20.00 feet and delta = 89° 57' 20", a chord distance of 28.27 feet bearing S 43° 14' 27" W to the point of tangency;

thence S 88° 13' 07" W along the north line of Springdale Boulevard and along a portion of the south line of said Reserve "A" a distance of 1,475.70 feet to a point;

thence N 1° 46' 53" W a distance of 179.33 feet to a point;

thence S 88° 13' 07" W a distance of 98.00 feet to a point;

thence N 1° 46' 53" W a distance of 183.56 feet to the true place of beginning;

containing 12.754 acres of land more or less and being subject to all easements and restrictions of record.

The above descriptions were prepared by Richard J. Bull, Ohio Surveyor No. 4723, of C. F. Bird & R. J. Bull, Inc., Consulting Engineers & Surveyors, Worthington, Ohio, from an actual field survey of Cross Creek Village Section No. 2, in September, 1988. Basis of bearings is said plat of Cross Creek Village Section No. 2.

13673C06

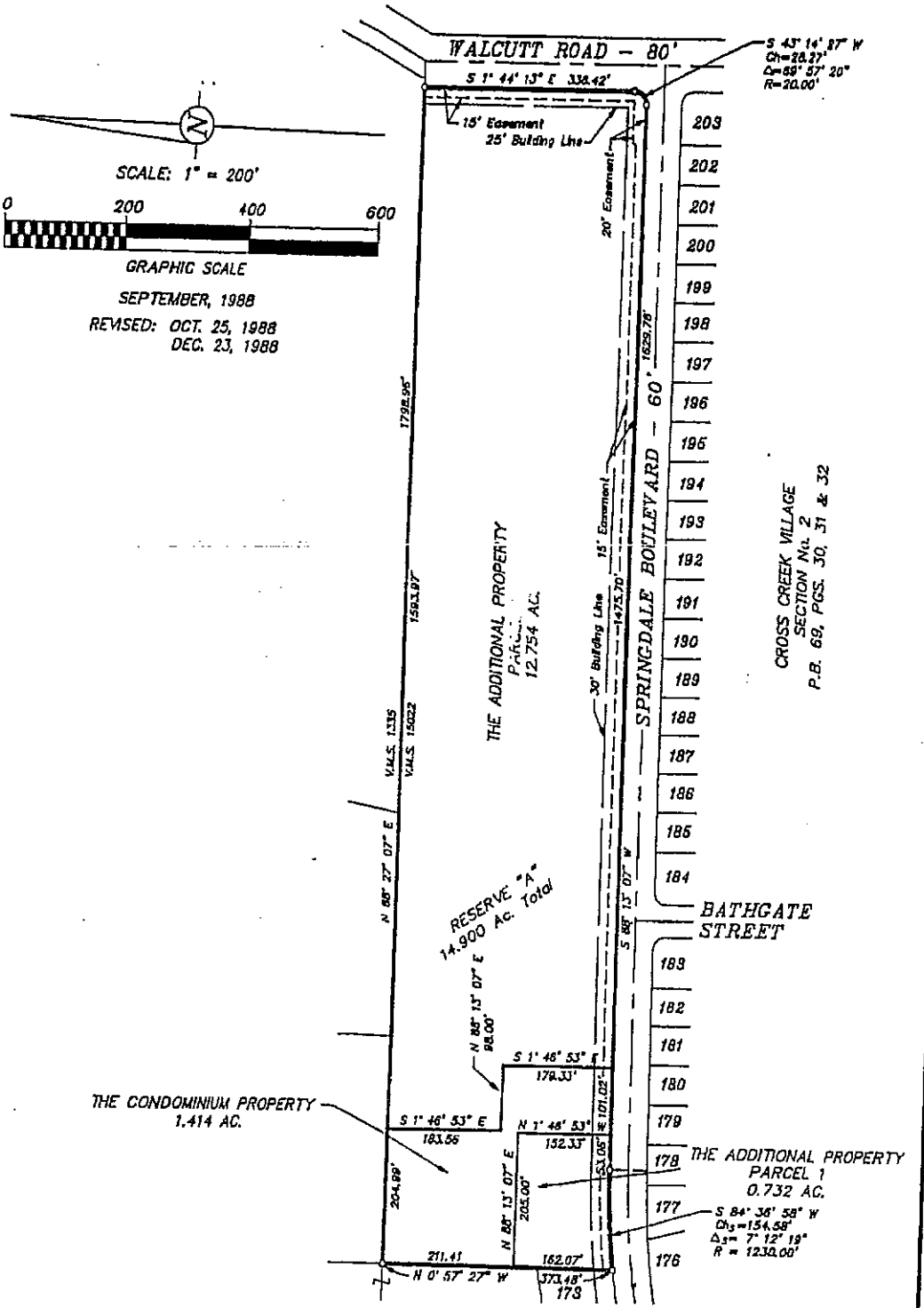


EXHIBIT "E"
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM
PLOT PLAN -- ENTIRE TRACT

~Prepared By~
C.F. BIRD & R.I. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Rd.
Worthington, Ohio 43235

CCVAEXE

BYLAWS

(Code of Regulations)

OF

HILLIARD HEIGHTS CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

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

ARTICLE II

DEFINITIONS

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

ARTICLE III

UNIT OWNERS (MEMBERS)

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

Section 2. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Unit owners may be called at any time by the president or by the Board, upon written request of Unit owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit owner entitled to vote at such meeting, addressed to the Unit owner's address last appearing on the books

of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

Section 6. Proxies. At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided in the Condominium organizational documents or by law.

Section 8. Action In Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than seventy-five percent (75%) of the voting power of Unit owners, or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

ARTICLE IV

BOARD OF TRUSTEES: (BOARD OF MANAGERS)

Section 1. Initial Trustees. The initial trustees shall be those three persons named as the initial Trustees in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Trustees. The number, times of election, and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration.

Section 3. Removal. Excepting only Trustees named in the Articles or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Unit owners. In the event of the death, resignation or removal of a Trustee other than one named in the Articles or a substitute selected by the Declarant, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by the Declarant, and select

the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Unit owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Trustees to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners, who are not members of the Board, appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Trustees, after not less than three days notice to each Trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Each Trustee shall be entitled to a single vote, and, except as otherwise provided in the Condominium organizational documents, or by law, vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;

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

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

(d) repair, maintain and improve the Common Areas;

(e) establish, enforce, levy and collect assessments, late fees, delinquent interest, and such other charges as are provided for in the Declaration;

(f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners, occupants and their guests thereon, and establish and levy enforcement charges for the infraction thereof;

(g) suspend the voting rights of a Unit owner during any period in which such Unit owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);

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

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

(j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and

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

Section 13. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting

of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half (1/2) or more of the voting power of Unit owners;

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

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

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

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

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

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

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

ARTICLE V

OFFICERS

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

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

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

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

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board

otherwise determines, the duties of the officers shall be as follows:

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit owners and the holders, insurers and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit owners, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that

no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

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

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

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

ARTICLE IX

FISCAL YEAR

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

ARTICLE X

AMENDMENTS

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

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 27th day of June, 1989.

THE QUALSTAN CORPORATION

By _____
Gary M. Garrison, Vice President

Sole Member

RECORDER
Franklin Cty

13745A09

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
HILLIARD HEIGHTS CONDOMINIUM

076594

This first amendment to the Declaration of HILLIARD HEIGHTS CONDOMINIUM is made on or as of the 18TH day of July, 1989.

Recitals

A. Hilliard Heights Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Hilliard Heights Condominium, and the Drawings thereof, recorded, respectively, in Official Record Volume 13673, at page A-01, and Condominium Plat Book 44, at page 39, both of the records of the Recorder of Franklin County, Ohio.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, the undersigned, The Qualstan Corporation, an Ohio corporation ("the Declarant"), desires by this amendment to add additional property to the Condominium, which additional property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, and hereby amends the Declaration as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.228 acres of the additional property, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof.

(continued next page)

- -

CERTIFICATE OF AUDITOR

A copy of this First Amendment to the Declaration for Hilliard Heights Condominium, together with the First Amendment to the Drawings attached thereto, were filed with this office on July 21st, 1989.

Palmer C. McNeal
Franklin County Auditor

By Thomas M. Lacy
Deputy Auditor

TIME 4:25P M
RECORDED FRANKLIN CO., OHIO

JUL 21 1989

JOSEPH W. TESTA, RECORDER
RECORDER'S FEE $ 89.80

TRANSFERRED
JUL 21 1989
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 44 PAGE 43-44 45

A sketch drawing showing the location of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit D", and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Hilliard Heights Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvement Description. The additional property added to the Condominium Property hereby contains three residential townhouse style buildings, containing six dwelling units each, a total of eighteen (18) dwelling units, and expanding the Condominium to include a total of thirty-six (36) Units. The residential buildings are two stories high, with concrete block foundations, built of wood frame, with aluminum siding and some cedar, and have asphalt shingle roofs. Each dwelling unit has a concrete front stoop and a rear partially fenced patio area. Also on the additional property added hereby are two detached one story garage buildings, each containing two car parking spaces, separated by an interior wall. These garage buildings are wood frame with cedar and aluminum siding, asphalt shingle roofs, and concrete floors. In addition, there are sidewalks, green and landscaped areas, and private asphalt drives and parking areas. There are no recreation facilities a part of this additional property. Improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached therefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "First Amendment to Hilliard Heights Condominium Condominium Drawings", by a Unit designation, which is a number corresponding with the building number, and a capitalized letter of the alphabet. A listing of the proper Unit designations of the Units added hereby (and the proper Unit designations of all other Units in the Condominium) is set forth on the exhibit attached hereto, marked "Exhibit C", and hereby made a part hereof. The Unit designation of each Unit added hereby is also shown on Exhibit B.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Units in the Declaration. The type of each Unit is shown on the attached Exhibit C, which also describes the composition of each type of Unit. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings

filed simultaneously herewith, and is also shown on the sketch drawing attached as Exhibit B. Each Unit has direct access over Common Areas leading directly to Springdale Boulevard, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of an outside stoop and a patio area contiguous to and appurtenant to each Unit. In addition, in the case of the parking spaces in the detached garages, each such parking space is a Limited Common Area appurtenant to the Unit whose Unit designation appears in that space on Exhibit B and on the Drawings. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit C, and, in each case, is based on a par value, as provided in the Declaration, and as shown on Exhibit C. The Common Areas shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

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

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

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

c. in all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the owners, mortgagees and

lessees thereof, with equal meaning and of like force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 18th day of July, 1989.

Signed and acknowledged in the presence of:

THE QUALSTAN CORPORATION

By _____
Gary M. Garrison, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Gary M. Garrison, Vice President of The Qualstan Corporation, an Ohio corporation, on its behalf, this 18th day of July, 1989.

_____
Notary Public

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

This instrument prepared by Richard L. Loveland, attorney at law, 50 West Broad Street, Columbus, Ohio 43215.

EXHIBIT A

FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Legal Description, Property Added
(1.228 acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, in Virginia Military Survey No. 15022: Being a portion of Reserve "A" in Cross Creek Village Section No. 2, as shown of record in Plat Book 69, Pages 30, 31 and 32, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at a point in the curved north line of Springdale Boulevard (60 feet wide) and at the southwest corner of said Reserve "A";

thence N 0° 57' 27" W along the west line of said Reserve "A" a distance of 373.48 feet to a point in the north line of said Virginia Military Survey No. 15022 and at the northwest corner of said Reserve "A";

thence N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 204.99 feet to a point at the true place of beginning of the tract herein intended to be described;

thence continuing N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 196.00 feet to a point;

thence S 1° 46' 53" E a distance of 362.09 feet to a point in the north line of Springdale Boulevard and in the south line of said Reserve "A";

thence S 88° 13' 07" W along the north line of Springdale Boulevard and along a portion of the south line of said Reserve "A" a distance of 98.00 feet to a point;

thence N 1° 46' 53" W a distance of 179.33 feet to a point;

thence S 88° 13' 07" W a distance of 98.00 feet to a point;

thence N 1° 46' 53" W a distance of 183.56 feet to the true place of beginning;

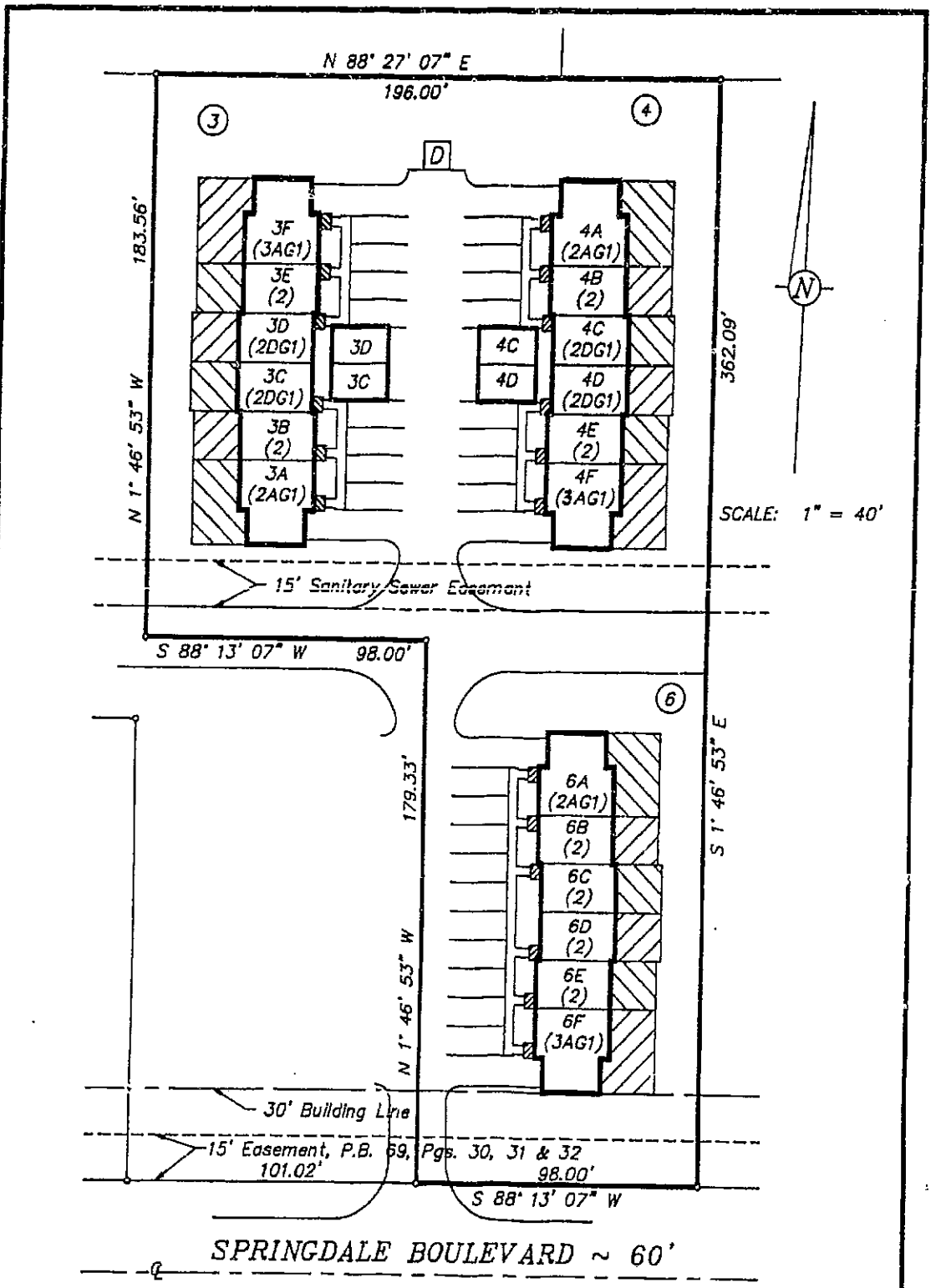
containing 1.228 acres of land more or less and being subject to all easements and restrictions of record.

The above description was prepared by Richard J. Bull, Ohio Surveyor No. 4723, of C. F. Bird and R. J. Bull, Inc., Consulting Engineers & Surveyors, Worthington, Ohio, from an actual field survey of Cross Creek Village Section No. 2, in September, 1988. Basis of bearings is said plat of Cross Creek Village Section No. 2.

Tax Parcel No: _____ (Part)

Last Transfer: _____

Declarant's Mailing Address: The Qualstan Corporation
1550 Galleon Boulevard
Hilliard, Ohio 43026



LEGEND

- Limited Common Area
- All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.
- Indicates Iron Pin
- (1x) Indicates Building Number
- (2) Indicates Unit Type
- 2A Indicates Unit Designation

CCVAEXD1

EXHIBIT "B"
FIRST AMENDMENT TO
CONDOMINIUM DRAWINGS
FOR
HILLIARD HEIGHTS
CONDOMINIUM
SKETCH SITE PLAN – THE PROPERTY ADDED
FIRST AMENDMENT
1.228 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

~Prepared by~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Road
Worthington, Ohio 43235

EXHIBIT C

FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS:

Unit Designation	Unit Type	Par Value	Undivided Interest
1A	3AG2	1.13	3.03%
1B	2	1.00	2.68
1C	2	1.00	2.68
1D	2	1.00	2.68
1E	2	1.00	2.68
1F	2	1.00	2.68
2A	2	1.00	2.68
2B	2	1.00	2.68
2C	2	1.00	2.68
2D	2	1.00	2.68
2E	2	1.00	2.68
2F	3AG1	1.11	2.97
5A	3AG1	1.11	2.97
5B	2	1.00	2.68
5C	2	1.00	2.68
5D	2	1.00	2.68
5E	2	1.00	2.68
5F	2AG1	1.08	2.90

II. UNITS ADDED HEREBY:

3A	2AG1	1.08	2.90%
3B	2	1.00	2.68
3C	2DG1	1.08	2.89
3D	2DG1	1.08	2.89
3E	2	1.00	2.68
3F	3AG1	1.11	2.97
4A	2AG1	1.08	2.90
4B	2	1.00	2.68
4C	2DG1	1.08	2.89
4D	2DG1	1.08	2.89
4E	2	1.00	2.68
4F	3AG1	1.11	2.97
6A	2AG1	1.08	2.90
6B	2	1.00	2.68
6C	2	1.00	2.68
6D	2	1.00	2.68
6E	2	1.00	2.68
6F	3AG1	1.11	2.97
		Total	100.00%

EXHIBIT C

FIRST AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

Unit Types

TYPE 2 - Two bedroom Unit, with a one room basement, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor. Contains a total of six rooms, counting the basement and bath as each one room, and 1,118 gross interior square feet, meaning the gross square feet of the Unit at all levels, including interior walls, measured from the inside of the Unit's exterior perimeter walls.

TYPE 2DG1 - Same as Type 2, except that it has as an appurtenant Limited Common Area the exclusive use of a parking space in a detached two car garage.

TYPE 2AG1 - Two bedroom Unit, with a one room basement, an attached single story one car garage, a kicchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor, contains a total of seven rooms, counting the basement, garage, and bath as each one room, and 1,337 gross interior square feet.

TYPE 2AG2 - Same as Type 2AG1, except the attached garage is a two car garage, and the Unit contains 1,498 gross interior square feet.

TYPE 3AG1 - Three bedroom Unit, with a one room basement, an attached one car garage, and a kitchen-dining room and living room on the first floor, and three bedrooms and a full bath on the second floor. Contains a total of eight rooms, counting the basement, garage and bath as each one room, and 1,511 gross interior square feet.

TYPE 3AG2 - Same as Type 3AG1, except the attached garage is a two car garage, and the Unit contains 1,672 gross interior square feet.

Par Values

Type	Par Value
2	1.00
2DG1	1.08
2AG1	1.08
2AG2	1.10
3AG1	1.11
3AG2	1.13

13745A17

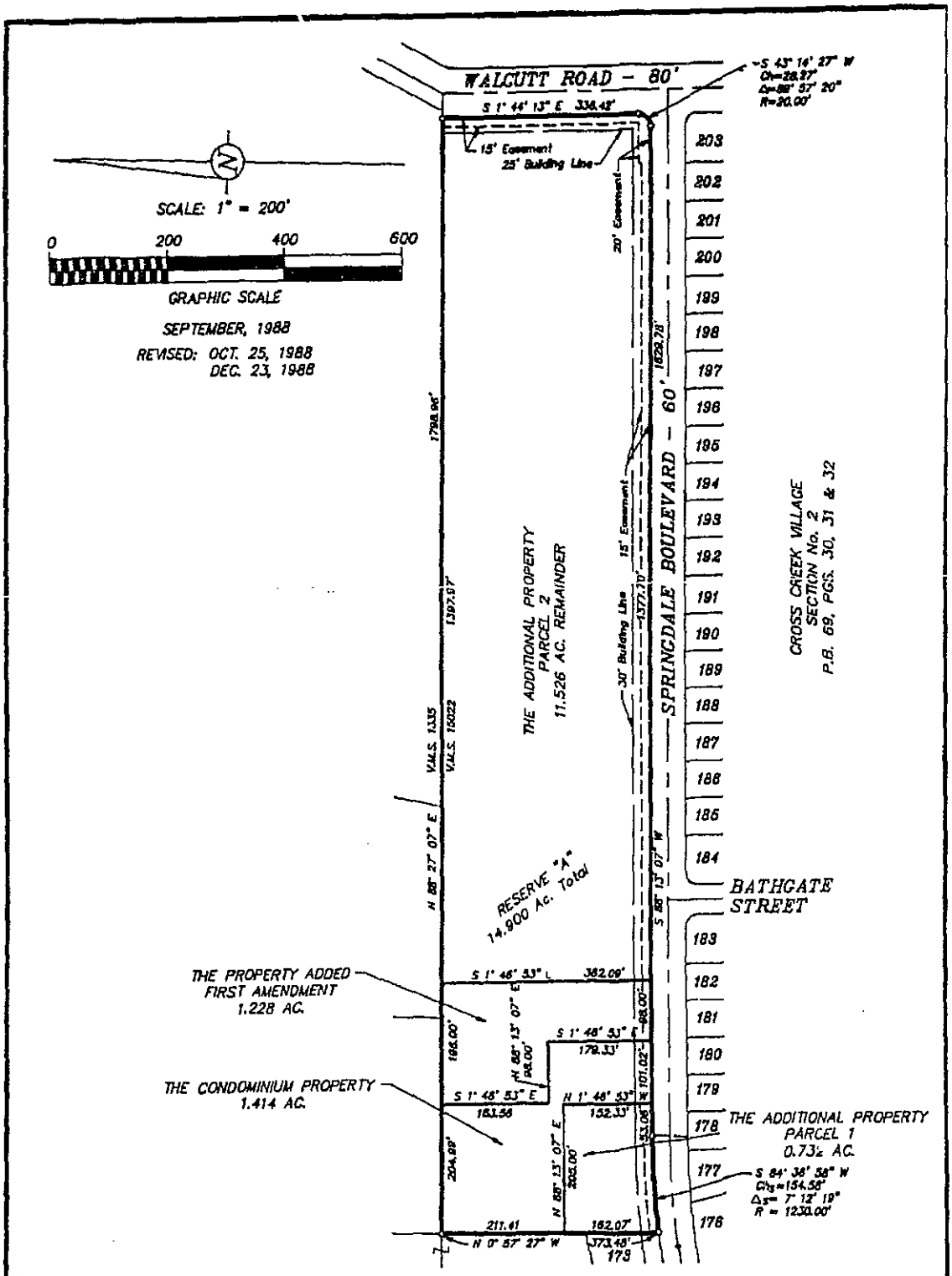


EXHIBIT "D"
FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM
PLOT PLAN – ENTIRE TRACT

~Prepared By~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin–Granville Rd.
Worthington, Ohio 43235

RECORDER

13889C10

088609

SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
HILLIARD HEIGHTS CONDOMINIUM

This second amendment to the Declaration of HILLIARD HEIGHTS CONDOMINIUM is made on or as of the 11th day of August, 1989.

Recitals

A. Hilliard Heights Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Hilliard Heights Condominium, and the Drawings thereof, recorded, respectively, in Official Record Volume 13673, at page A-01, and Condominium Plat Book 44, at page 39, both of the records of the Recorder of Franklin County, Ohio, and the first amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, the undersigned, The Qualstan Corporation, an Ohio corporation ("the Declarant"), desires by this amendment to add additional property to the Condominium, which additional property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, and hereby amends the Declaration as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.527 acres of the additional property, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof.

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Second Amendment to the Declaration for Hilliard Heights Condominium, together with the Second Amendment to the Drawings attached thereto, were filed with this office on August 18, 1989.

Palmer C. McNeal
Franklin County Auditor

By _____
Deputy Auditor

FOR REFERENCE PLEASE SEE CONDOMINIUM PLAT BOOK NO. 44 PAGE 67 thru 71

TRANSFERRED
AUG 18 1989
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

TIME 4:15P M
RECORDED FRANKLIN CO. OHIO

AUG 18 1989

JOSEPH W. TESTA, RECORDER 25.00

A sketch drawing showing the location of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit D", and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Hilliard Heights Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvement Description. The additional property added to the Condominium Property hereby contains four residential townhouse style buildings, two containing five dwelling units each, and two containing six dwelling units each, a total of twenty-two (22) dwelling units, and expanding the Condominium to include a total of fifty-eight (58) Units. The residential buildings are two stories high, with concrete block foundations, built of wood frame, with aluminum siding and some cedar, and have asphalt shingle roofs. Each dwelling unit has a concrete front stoop and a rear partially fenced patio area. Also on the additional property added hereby are two detached one story garage buildings, each containing two car parking spaces, separated by an interior wall. These garage buildings are wood frame with cedar and aluminum siding, asphalt shingle roofs, and concrete floors. In addition, there are sidewalks, green and landscaped areas, and private asphalt drives and parking areas. There are no recreation facilities a part of this additional property. Improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "Second Amendment to Hilliard Heights Condominium Condominium Drawings", by a Unit designation, which is a number corresponding with the building number, and a capitalized letter of the alphabet. A listing of the proper Unit designations of the Units added hereby (and the proper Unit designations of all other Units in the Condominium) is set forth on the exhibit attached hereto, marked "Exhibit C", and hereby made a part hereof. The Unit designation of each Unit added hereby is also shown on Exhibit B.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Units in the Declaration. The type of each Unit is shown on the attached Exhibit C, which also describes the composition of each type of Unit. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on the sketch drawing attached as Exhibit B. Each Unit has direct access over Common Areas leading directly to Springdale Boulevard, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of an outside stoop and a patio area contiguous to and appurtenant to each Unit. In addition, in the case of the parking spaces in the detached garages, each such parking space is a Limited Common Area appurtenant to the Unit whose Unit designation appears on that space on Exhibit B and on the Drawings. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit C, and, in each case, is based on a par value, as provided in the Declaration, and as shown on Exhibit C. The Common Areas shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

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

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 11th day of August, 1989.

Signed and acknowledged in the presence of:

Helen M. Quenemoen

Anne Warrington

THE QUALSTAN CORPORATION

By Gary M. Garrison
Gary M. Garrison, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Gary M. Garrison, Vice President of The Qualstan Corporation, an Ohio corporation, on its behalf, this 11th day of August, 1989.

Helen M. Quenemoen
Notary Public
HELEN M. QUENEMOEN, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by Richard L. Loveland, attorney at law, 50 West Broad Street, Columbus, Ohio 43215.

EXHIBIT A

SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Legal Description, Property Added
(1.527 acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, in Virginia Military Survey No. 15022: Being a portion of Reserve "A" in Cross Creek Village Section No. 2, as shown of record in Plat Book 69, Pages 30, 31 and 32, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at a point in the curved north line of Springdale Boulevard (60 feet wide) and at the southwest corner of said Reserve "A";

thence N 0° 57' 27" W along the west line of said Reserve "A" a distance of 373.48 feet to a point in the north line of said Virginia Military Survey No. 15022 and at the northwest corner of said Reserve "A";

thence N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 400.99 feet to a point at the true place of beginning of the tract herein intended to be described;

thence continuing N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and a long a portion of the north line of said Reserve "A" a distance of 183.83 feet to a point;

thence S 1° 46' 53" E a distance of 361.34 feet to a point in the north line of Springdale Boulevard and in the south line of said Reserve "A";

thence S 88° 13' 07" W along the north line of Springdale Boulevard and along a portion of the south line of said Reserve "A" a distance of 183.83 feet to a point;

thence N 1° 46' 53" W a distance of 362.09 feet to the true place of beginning;

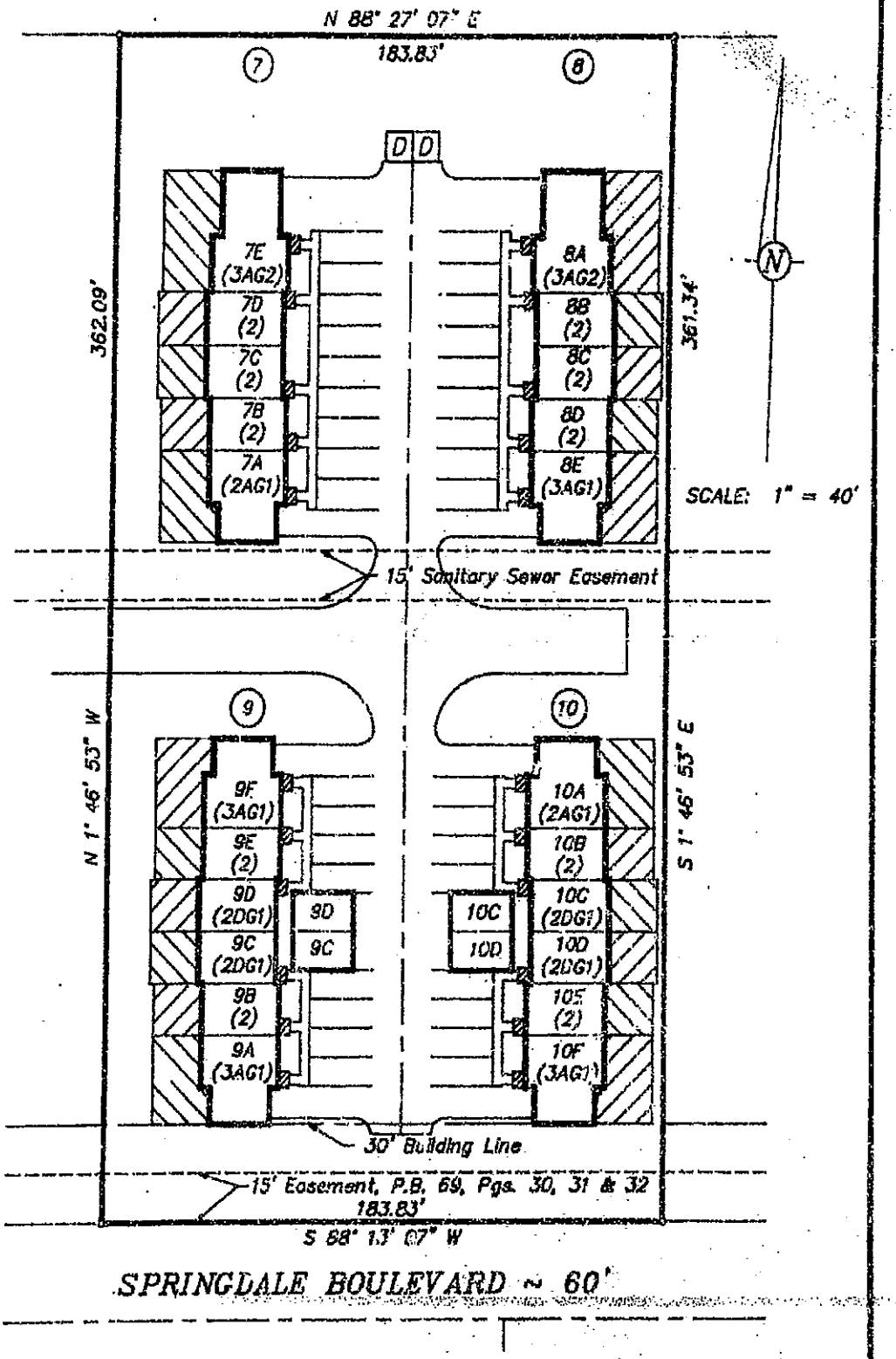
containing 1.527 acres of land more or less and being subject to all easements and restrictions of record.

The above description was prepared by Richard J. Bull, Ohio Surveyor No. 4723, of C. F. Bird and R. J. Bull, Inc., Consulting Engineers & Surveyors, Worthington, Ohio, from an actual field survey of Cross Creek Village Section No. 2, in September, 1988. Basis of bearings is said plat of Cross Creek Village Section No. 2.

Tax Parcel No: _____ (Part)

Last Transfer: _____

Declarant's Mailing Address: The Qualstan Corporation
1550 Galleon Boulevard
Hilliard, Ohio 43026



LEGEND

- Limited Common Area
- All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.
- Indicates Iron Pin
- (12) Indicates Building Number
- (2) Indicates Unit Type
- 2A Indicates Unit Designation

EXHIBIT "B"
SECOND AMENDMENT TO
CONDOMINIUM DRAWINGS
FOR
HILLIARD HEIGHTS
CONDOMINIUM

SKETCH SITE PLAN - THE PROPERTY ADDED BY SECOND AMENDMENT
1.527 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 68, Pages 30, 31 & 32
COLUMBUS, OHIO

Prepared by:
G.E. BERG & R.J. MILL, INC.
Consulting Engineers & Surveyors
3275 W. Dublin-Granville Road
Worthington, Ohio 43085

CCVAEXD2

EXHIBIT C

SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS:

Unit Designation	Unit Type	Par Value	Undivided Interest
1A	3AG2	1.13	1.88%
1B	2	1.00	1.65
1C	2	1.00	1.65
1D	2	1.00	1.65
1E	2	1.00	1.65
1F	2	1.00	1.65
2A	2	1.00	1.65
2B	2	1.00	1.65
2C	2	1.00	1.65
2D	2	1.00	1.65
2E	2	1.00	1.65
2F	3AG1	1.11	1.84
5A	3AG1	1.11	1.84
5B	2	1.00	1.65
5C	2	1.00	1.65
5D	2	1.00	1.65
5E	2	1.00	1.65
5F	2AG1	1.08	1.79
3A	2AG1	1.08	1.79
3B	2	1.00	1.65
3C	2DG1	1.08	1.79
3D	2DG1	1.08	1.79
3E	2	1.00	1.65
3F	3AG1	1.11	1.84
4A	2AG1	1.08	1.79
4B	2	1.00	1.65
4C	2DG1	1.08	1.79
4D	2DG1	1.08	1.79
4E	2	1.00	1.65
4F	3AG1	1.11	1.84
6A	2AG1	1.08	1.79
6B	2	1.00	1.65
6C	2	1.00	1.65
6D	2	1.00	1.65
6E	2	1.00	1.65
6F	3AG1	1.11	1.84

II. UNITS ADDED HEREBY:

7A	2AG1	1.08	1.79%
7B	2	1.00	1.65
7C	2	1.00	1.65
7D	2	1.00	1.65
7E	3AG2	1.13	1.87

EXHIBIT C

SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

II. UNITS ADDED HEREBY (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
8A	3AG2	1.13	1.87%
8B	2	1.00	1.65
8C	2	1.00	1.65
8D	2	1.00	1.65
8E	3AG1	1.11	1.83
9A	3AG1	1.11	1.83
9B	2	1.00	1.65
9C	2DG1	1.08	1.79
9D	2DG1	1.08	1.79
9E	2	1.00	1.65
9F	3AG1	1.11	1.83
10A	2AG1	1.08	1.79
10B	2	1.00	1.65
10C	2DG1	1.08	1.79
10D	2DG1	1.08	1.79
10E	2	1.00	1.65
10F	3AG1	1.11	1.83
		Total	100.00%

Unit Types

TYPE 2 - Two bedroom Unit, with a one room basement, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor. Contains a total of six rooms, counting the basement and bath as each one room, and 1,118 gross interior square feet, meaning the gross square feet of the Unit at all levels, including interior walls, measured from the inside of the Unit's exterior perimeter walls.

TYPE 2DG1 - Same as Type 2, except that it has as an appurtenant Limited Common Area the exclusive use of a parking space in a detached two car garage.

TYPE 2AG1 - Two bedroom Unit, with a one room basement, an attached single story one car garage, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor, contains a total of seven rooms, counting the basement, garage, and bath as each one room, and 1,337 gross interior square feet.

TYPE 2AG2 - Same as Type 2AG1, except the attached garage is a two car garage, and the Unit contains 1,498 gross interior square feet.

EXHIBIT C

SECOND AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

Unit Types (Continued)

TYPE 3AG1 - Three bedroom Unit, with a one room basement, an attached one car garage, and a kitchen-dining room and living room on the first floor, and three bedrooms and a full bath on the second floor. Contains a total of eight rooms, counting the basement, garage and bath as each one room, and 1,511 gross interior square feet.

TYPE 3AG2 - Same as Type 3AG1, except the attached garage is a two car garage, and the Unit contains 1,672 gross interior square feet.

Par Values

Type	Par Value
2	1.00
2DG1	1.08
2AG1	1.08
2AG2	1.10
3AG1	1.11
3AG2	1.13

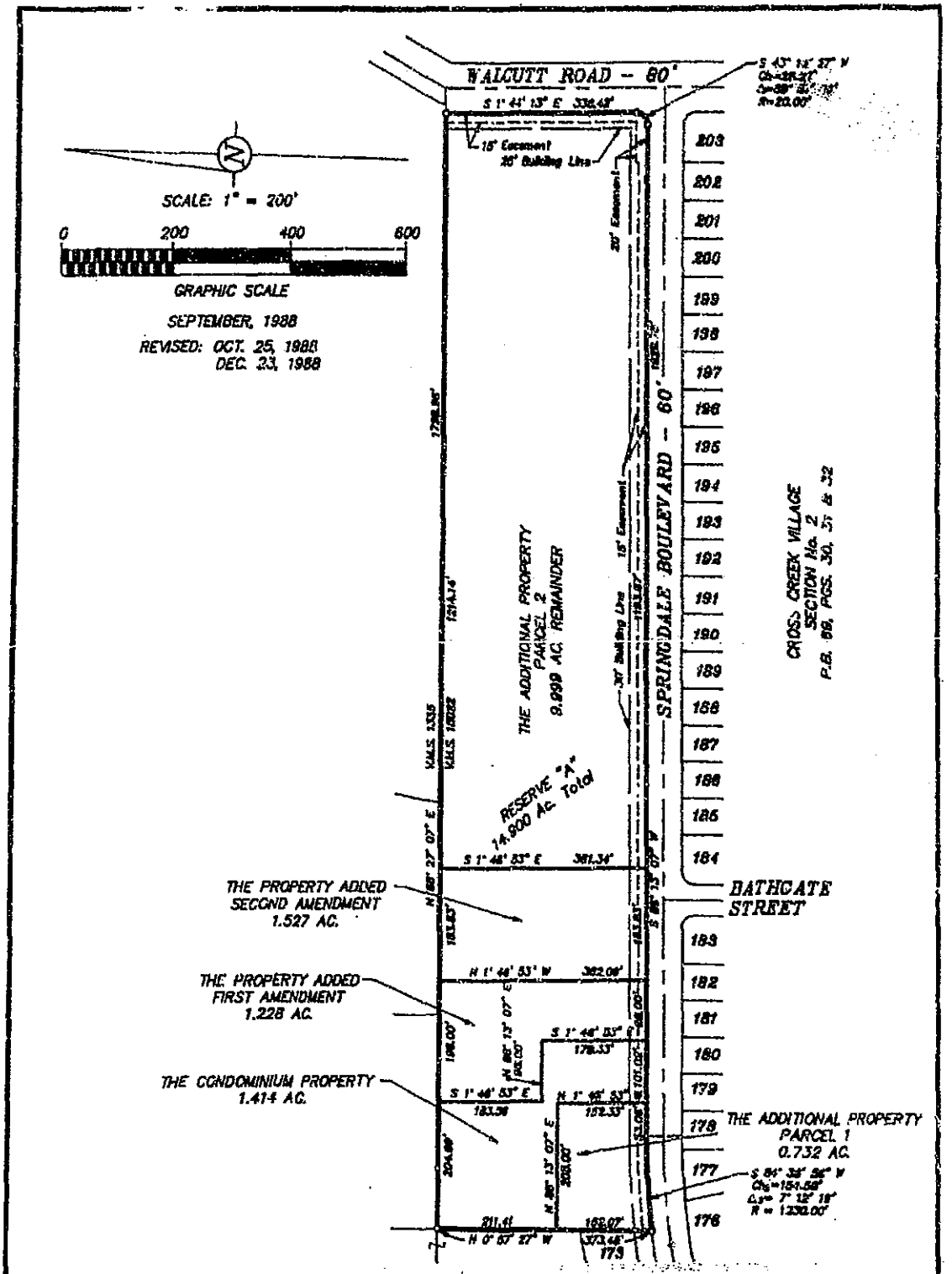


EXHIBIT "D"
SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM
PLOT PLAN – ENTIRE TRACT

~Prepared By~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2375 W. Dublin-Granville Rd.
Worthington, Ohio 43235

CC/AEXB2

Recorder's Box

14060H20

102655

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF HILLIARD HEIGHTS CONDOMINIUM

This third amendment to the Declaration of HILLIARD HEIGHTS CONDOMINIUM is made on or as of the 15th day of September, 1989.

Recitals

A. Hilliard Heights Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Hilliard Heights Condominium, and the Drawings thereof, recorded, respectively, in Official Record Volume 13613, at page A01, and Condominium Plat Book 44, at page 84, both of the records of the Recorder of Franklin County, Ohio, and the first amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, the undersigned, The Qualstan Corporation, an Ohio corporation ("the Declarant"), desires by this amendment to add additional property to the Condominium, which additional property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, and hereby amends the Declaration as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of 3.566 acres of the additional property, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof.

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Third Amendment to the Declaration for Hilliard Heights Condominium, together with the Third Amendment to the Drawings attached thereto, were filed with this office on September 22, 1989.

Palmer C. McNeal
Franklin County Auditor

By _____
Deputy Auditor

TRANSFERRED
SEP 1989
AUDITOR'S OFFICE
FRANKLIN COUNTY, OHIO

TIME 4:10 P M
RECORDED FRANKLIN CO. OHIO

SEP 22 1989

JOSEPH W. TESTA, RECORDER

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 44 PAGE 84-86 RECORDER'S FEE: 93.50

A sketch drawing showing the location of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit D", and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Hilliard Heights Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvement Description. The additional property added to the Condominium Property hereby contains four residential townhouse style buildings, each containing five dwelling units, a total of twenty (20) dwelling units, and expanding the Condominium to include a total of seventy-eight (78) Units. The residential buildings are two stories high, with concrete block foundations, built of wood frame, with aluminum siding and some cedar, and have asphalt shingle roofs. Each dwelling unit has a concrete front stoop and a rear partially fenced patio area. Also on the additional property added hereby are four detached one story garage buildings, each containing two car parking spaces, separated by an interior wall. These garage buildings are wood frame with cedar and aluminum siding, asphalt shingle roofs, and concrete floors. In addition, there are sidewalks, green and landscaped areas, and private asphalt drives and parking areas. There are no recreation facilities a part of this additional property, although there is a large open space green area that could be used for recreation activities and facilities. Improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "Third Amendment to Hilliard Heights Condominium Condominium Drawings", by a Unit designation, which is a number corresponding with the building number, and a capitalized letter of the alphabet. A listing of the proper Unit designations of the Units added hereby (and the proper Unit designations of all other Units in the Condominium) is set forth on the exhibit attached hereto, marked "Exhibit C", and hereby made a part hereof. The Unit designation of each Unit added hereby is also shown on Exhibit B.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Units in the Declaration. The type of each Unit is shown on the attached Exhibit C, which also describes the composition of each type of Unit. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on the sketch drawing attached as Exhibit B. Each Unit has direct access over Common Areas leading directly to Springdale Boulevard, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of an outside stoop and a patio area contiguous to and appurtenant to each Unit. In addition, in the case of the parking spaces in the detached garages, each such parking space is a Limited Common Area appurtenant to the Unit whose Unit designation appears on that space on Exhibit B and on the Drawings. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and re-allocated, are as designated on the attached Exhibit C, and, in each case, is based on a par value, as provided in the Declaration, and as shown on Exhibit C. The Common Areas shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

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

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 15 day of SEPTEMBER, 1989.

Signed and acknowledged
in the presence of:

Richard L. Loveland

Kathleen M. Murtaugh

THE QUALSTAN CORPORATION

By _____
Gary M. Garrison, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Gary M. Garrison, Vice President of The Qualstan Corporation, an Ohio corporation, on its behalf, this 15th day of _____, 1989.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY AT LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

This instrument prepared by Richard L. Loveland, attorney at law, 50 West Broad Street, Columbus, Ohio 43215.

EXHIBIT A

THIRD AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Legal Description, Property Added
(3.566 acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, in Virginia Military Survey No. 15022: Being a portion of Reserve "A" in Cross Creek Village Section No. 2, as shown of record in Plat Book 69, Pages 30, 31 and 32, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at a point in the curved north line of Springdale Boulevard (60 feet wide) and at the southwest corner of said Reserve "A";

thence N 0° 57' 27" W along the west line of said Reserve "A" a distance of 373.48 feet to a point in the north line of said Virginia Military Survey No. 15022 and at the northwest corner of said Reserve "A";

thence N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 504.82 feet to a point at the true place of beginning of the tract herein intended to be described;

thence continuing N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 431.00 feet to a point;

thence S 1° 46' 53" E a distance of 359.59 feet to a point in the north line of Springdale Boulevard and in the south line of said Reserve "A";

thence S 88° 13' 07" W along the north line of Springdale Boulevard and along a portion of the south line of said Reserve "A" a distance of 431.00 feet to a point;

thence N 1° 46' 53" W a distance of 361.34 feet to the true place of beginning;

containing 3.566 acres of land more or less and being subject to all easements and restrictions of record.

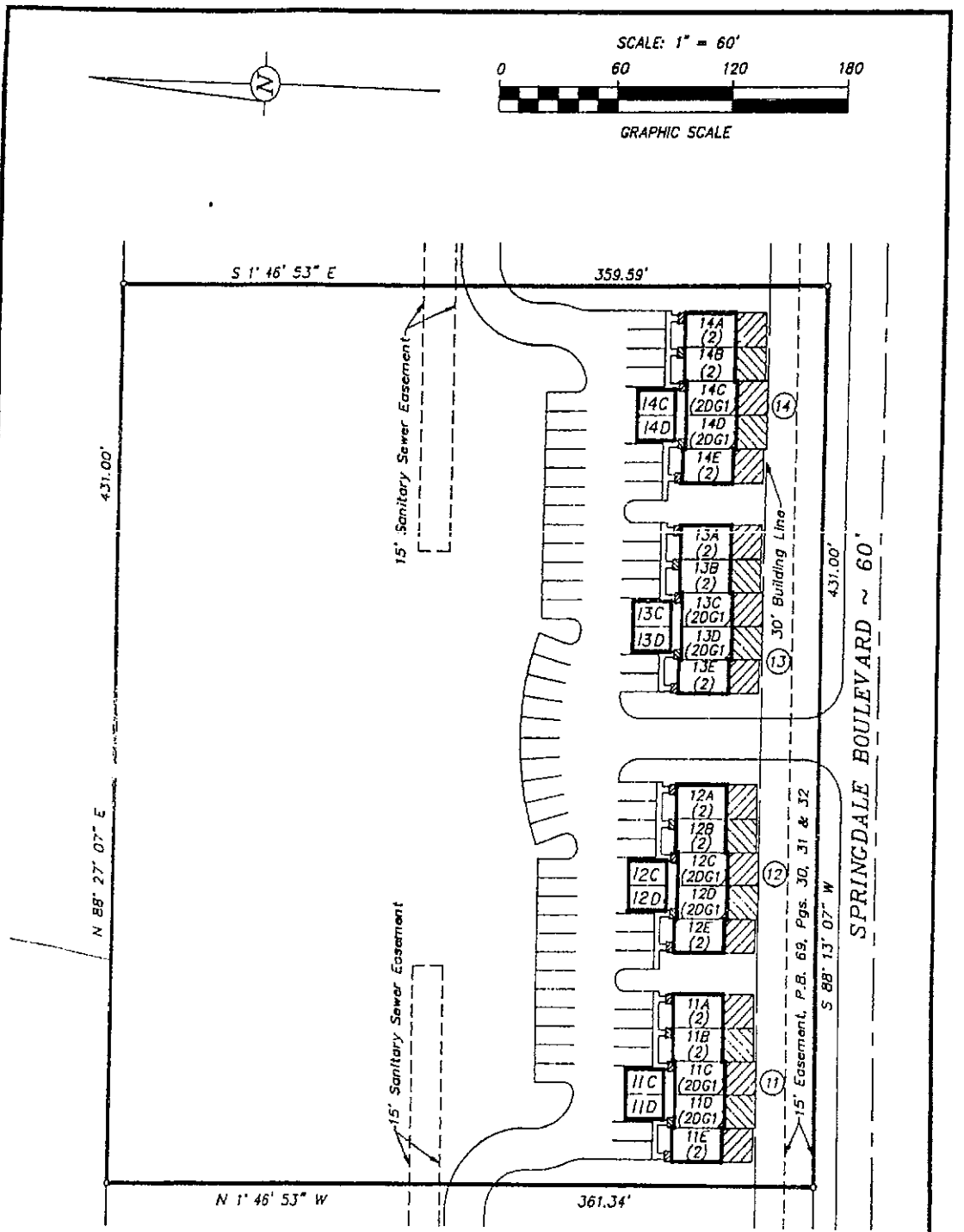
The above description was prepared by Richard J. Bull, Ohio Surveyor No. 4723, of C.F. Bird and R.J. Bull, Inc., Consulting Engineers and Surveyors, Worthington, Ohio, from an actual field survey of Cross Creek Village Section No. 2, in September, 1988. Basis of bearings is said plat of Cross Creek Village Section No. 2.

Tax Parcel No: _____ (Part)

Last Transfer: _____

Declarant's Mailing Address: The Qualstan Corporation
1550 Galleon Boulevard
Hilliard, Ohio 43026

'14060105



LEGEND

Limited Common Area

All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.

Indicates Iron Pin

(12) Indicates Building Number

(2) Indicates Unit Type

2A Indicates Unit Designation

EXHIBIT "B"
THIRD AMENDMENT TO CONDOMINIUM DRAWINGS FOR HILLIARD HEIGHTS CONDOMINIUM

SKETCH SITE PLAN – THE PROPERTY ADDED THIRD AMENDMENT
3.566 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

~Prepared by~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin–Granville Road
Worthington, Ohio 43235

CCVAEXD3

EXHIBIT C

THIRD AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS:

Unit Designation	Unit Type	Par Value	Undivided Interest
1A	3AG2	1.13	1.39%
1B	2	1.00	1.23
1C	2	1.00	1.23
1D	2	1.00	1.23
1E	2	1.00	1.23
1F	2	1.00	1.23
2A	2	1.00	1.23
2B	2	1.00	1.23
2C	2	1.00	1.23
2D	2	1.00	1.23
2E	2	1.00	1.23
2F	3AG1	1.11	1.37
3A	2AG1	1.08	1.33
3B	2	1.00	1.23
3C	2DG1	1.08	1.33
3D	2DG1	1.08	1.33
3E	2	1.00	1.23
3F	3AG1	1.11	1.37
4A	2AG1	1.08	1.33
4B	2	1.00	1.23
4C	2DG1	1.08	1.33
4D	2DG1	1.08	1.33
4E	2	1.00	1.23
4F	3AG1	1.11	1.37
5A	3AG1	1.11	1.37
5B	2	1.00	1.23
5C	2	1.00	1.23
5D	2	1.00	1.23
5E	2	1.00	1.23
5F	2AG1	1.08	1.33
6A	2AG1	1.08	1.33
6B	2	1.00	1.23
6C	2	1.00	1.23
6D	2	1.00	1.23
6E	2	1.00	1.23
6F	3AG1	1.11	1.37
7A	2AG1	1.08	1.33
7B	2	1.00	1.23
7C	2	1.00	1.23
7D	2	1.00	1.23
7E	3AG2	1.13	1.39

EXHIBIT C

THIRD AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
8A	3AG2	1.13	1.39
8B	2	1.00	1.23
8C	2	1.00	1.23
8D	2	1.00	1.23
8E	3AG1	1.11	1.37
9A	3AG1	1.11	1.37
9B	2	1.00	1.23
9C	2DG1	1.08	1.33
9D	2DG1	1.08	1.33
9E	2	1.00	1.23
9F	3AG1	1.11	1.37
10A	2AG1	1.08	1.33
10B	2	1.00	1.23
10C	2DG1	1.08	1.33
10D	2DG1	1.08	1.33
10E	2	1.00	1.23
10F	3AG1	1.11	1.37

II. UNITS ADDED HEREBY:

11A	2	1.00	1.24
11B	2	1.00	1.24
11C	2DG1	1.08	1.33
11D	2DG1	1.08	1.33
11E	2	1.00	1.24
12A	2	1.00	1.24
12B	2	1.00	1.24
12C	2DG1	1.08	1.33
12D	2DG1	1.08	1.33
12E	2	1.00	1.24
13A	2	1.00	1.24
13B	2	1.00	1.24
13C	2DG1	1.08	1.33
13D	2DG1	1.08	1.33
13E	2	1.00	1.24
14A	2	1.00	1.24
14B	2	1.00	1.24
14C	2DG1	1.08	1.33
14D	2DG1	1.08	1.33
14E	2	1.00	1.24
		Total	100.00%

EXHIBIT C

THIRD AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

Unit Types

TYPE 2 - Two bedroom Unit, with a one room basement, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor. Contains a total of six rooms, counting the basement and bath as each one room, and 1,118 gross interior square feet, meaning the gross square feet of the Unit at all levels, including interior walls, measured from the inside of the Unit's exterior perimeter walls.

TYPE 2DG1 - Same as Type 2, except that it has as an appurtenant Limited Common Area the exclusive use of a parking space in a detached two car garage.

TYPE 2AG1 - Two bedroom Unit, with a one room basement, an attached single story one car garage, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor, contains a total of seven rooms, counting the basement, garage, and bath as each one room, and 1,337 gross interior square feet.

TYPE 2AG2 - Same as Type 2AG1, except the attached garage is a two car garage, and the Unit contains 1,498 gross interior square feet.

TYPE 3AG1 - Three bedroom Unit, with a one room basement, an attached one car garage, and a kitchen-dining room and living room on the first floor, and three bedrooms and a full bath on the second floor. Contains a total of eight rooms, counting the basement, garage and bath as each one room, and 1,511 gross interior square feet.

TYPE 3AG2 - Same as Type 3AG1, except the attached garage is a two car garage, and the Unit contains 1,672 gross interior square feet.

Par Values

Type	Par Value
2	1.00
2DG1	1.08
2AG1	1.08
2AG2	1.10
3AG1	1.11
3AG2	1.13

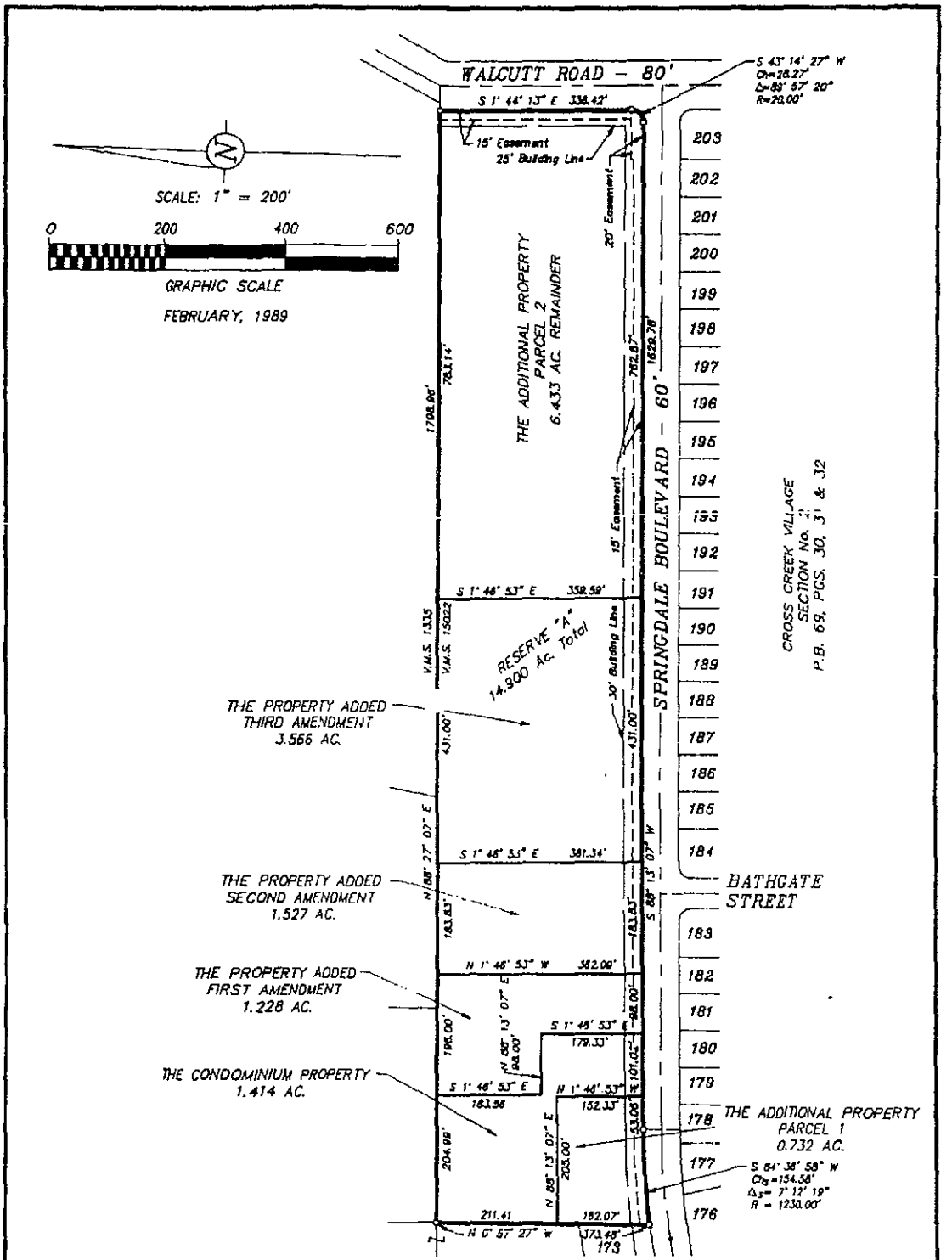
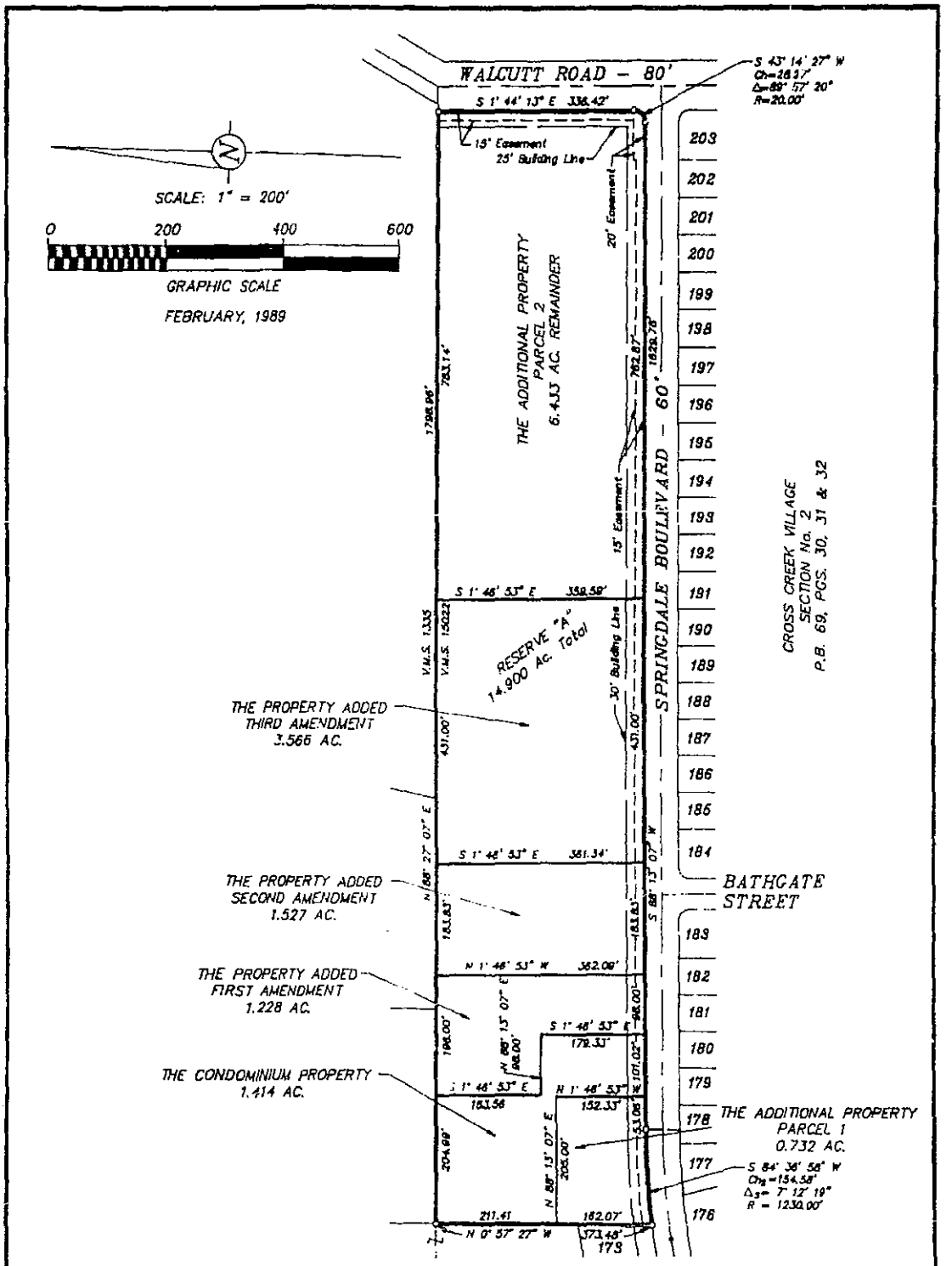


EXHIBIT "D"
THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM
PLOT PLAN - ENTIRE TRACT

~Prepared By~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Rd.
Worthington, Ohio 43235



SCALE: 1" = 200'

0 200 400 600

GRAPHIC SCALE

FEBRUARY, 1989

EXHIBIT "D"
THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM
PLOT PLAN - ENTIRE TRACT

~Prepared By~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Rd.
Worthington, Ohio 43235

CCVAEXB3

Recorder
Landmark
Bd

14397A07

129406

FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
HILLIARD HEIGHTS CONDOMINIUM

This fourth amendment to the Declaration of HILLIARD HEIGHTS CONDOMINIUM is made on or as of the 20th day of November, 1989.

Recitals

A. Hilliard Heights Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Hilliard Heights Condominium, and the Drawings thereof, recorded, respectively, in Official Record Volume 13673, at page A-01, and Condominium Plat Book 44, at page 39, both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, the undersigned, The Qualstan Corporation, an Ohio corporation ("the Declarant"), desires by this amendment to add additional property to the Condominium, which additional property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, and hereby amends the Declaration as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.516 acres of the additional property, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof.

(continued next page)

- -

CERTIFICATE OF AUDITOR

A copy of this Fourth Amendment to the Declaration for Hilliard Heights Condominium, together with the Fourth Amendment to the Drawings attached thereto, were filed with this office on November 28, 1989.

Palmer C. McNeal
Franklin County Auditor

By _____
Deputy Auditor

TRANSFERRED
NOV 28 1989
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

FEE 7.00
RECORDED FRANKLIN CO., OHIO

NOV 28 1989

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 45 PAGE 88-90
RECORDER'S FEE $ 9.50

A sketch drawing showing the location of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit D", and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Hilliard Heights Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvement Description. The additional property added to the Condominium Property hereby contains four residential townhouse style buildings, each containing six dwelling units, a total of twenty-four (24) dwelling units, and expanding the Condominium to include a total of one hundred two (102) Units. The residential buildings are two stories high, with concrete block foundations, built of wood frame, with aluminum siding and some cedar, and have asphalt shingle roofs. Each dwelling unit has a concrete front stoop and a rear partially fenced patio area. Each dwelling unit at the end of a building has an attached one or two car garage, and, in the case of three bedroom dwelling units, a bedroom above the garage space. In addition, there are sidewalks, green and landscaped areas, and private asphalt drives and parking areas. There are no recreation facilities a part of this additional property, although there is a large open space green area that could be used for recreation activities and facilities. Improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "Fourth Amendment to Hilliard Heights Condominium Condominium Drawings", by a Unit designation, which is a number corresponding with the building number, and a capitalized letter of the alphabet. A listing of the proper Unit designations of the Units added hereby (and the proper Unit designations of all other Units in the Condominium) is set forth on the exhibit attached hereto, marked "Exhibit C", and hereby made a part hereof. The Unit designation of each Unit added hereby is also shown on Exhibit B.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Units in the Declaration. The type of each Unit is shown on the attached Exhibit C, which also describes the composition of each type of Unit. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on the sketch drawing attached as Exhibit B. Each Unit has direct access over Common Areas leading directly to Springdale Boulevard, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of an outside stoop and a patio area contiguous to and appurtenant to each Unit. In addition, in the case of the parking spaces in the detached garages, each such parking space is a Limited Common Area appurtenant to the Unit whose Unit designation appears on that space on Exhibit B and on the Drawings. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit C, and, in each case, is based on a par value, as provided in the Declaration, and as shown on Exhibit C. The Common Areas shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

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

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 20th day of November, 1984.

Signed and acknowledged in the presence of:

THE QUALSTAN CORPORATION

By _____
Gregory J. Singleton, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Gregory J. Singleton, Vice President of The Qualstan Corporation, an Ohio corporation, on its behalf, this 20th day of November, 1984.

_____
Notary Public

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

This instrument prepared by Richard L. Loveland, attorney at law, 50 West Broad Street, Columbus, Ohio 43215.

EXHIBIT A

FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Legal Description, Property Added
(1.516 acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, in Virginia Military Survey No. 15022: Being a portion of Reserve "A" in Cross Creek Village Section No. 2, as shown of record in Plat Book 69, Pages 30, 31 and 32, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at a point in the curved north line of Springdale Boulevard (60 feet wide) and at the southwest corner of said Reserve "A";

thence N 0° 57' 27" W along the west line of said Reserve "A" a distance of 373.48 feet to a point in the north line of said Virginia Military Survey No. 15022 and at the northwest corner of said Reserve "A";

thence N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 1,015.82 feet to a point at the true place of beginning of the tract herein intended to be described;

thence continuing N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 183.83 feet to a point;

thence S 1° 46' 53" E a distance of 358.84 feet to a point in the north line of Springdale Boulevard and in the south line of said Reserve "A";

thence S 88° 13' 07" W along the north line of Springdale Boulevard and along a portion of the south line of said Reserve "A" a distance of 183.83 feet to a point;

thence N 1° 46' 53" W a distance of 359.59 feet to the true place of beginning;

containing 1.516 acres of land more or less and being subject to all easements and restrictions of record.

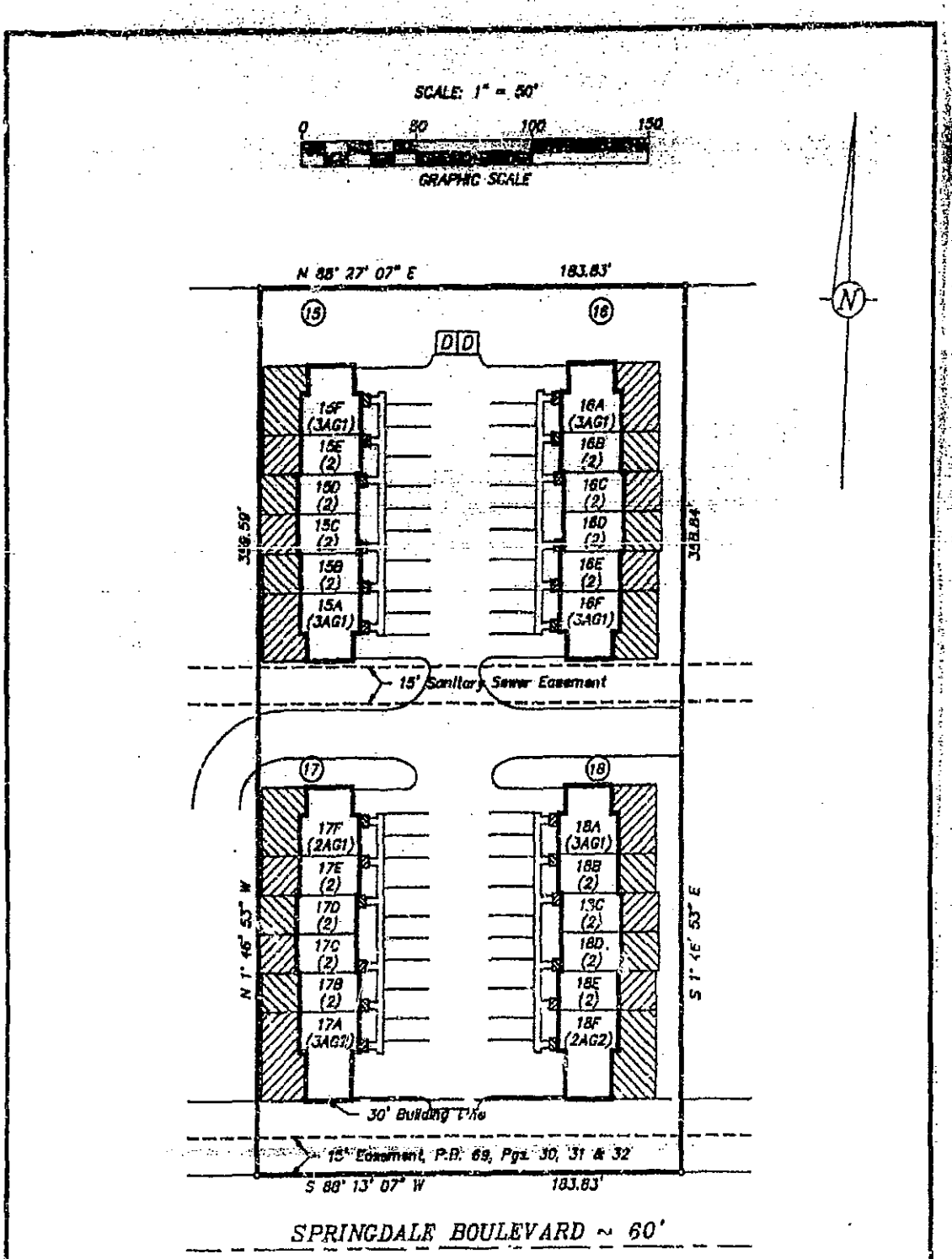
The above description was prepared by Richard J. Bull, Ohio Surveyor No. 4723, of C.F. Bird and R.J. Bull, Inc., Consulting Engineers & Surveyors, Worthington, Ohio, from an actual field survey of Cross Creek Village Section No. 2, in September, 1988. Basis of bearings is said plat of Cross Creek Village Section No. 2.

Tax Parcel No: _____ (Part)

Last Transfer: _____

Declarant's Mailing Address: The Qualstan Corporation
1550 Galleon Boulevard
Hilliard, Ohio 43026

14397A12



LEGEND

- Limited Common Area
- All areas of improvements not labeled with a unit designation or as limited common area are Common Areas.
- Indicates Iron Pin
- (12) Indicates Building Number
- (2) Indicates Unit Type
- 2A Indicates Unit Designation

EXHIBIT "B"
FOURTH AMENDMENT TO
CONDOMINIUM DRAWINGS
FOR
HILLIARD HEIGHTS
CONDOMINIUM
SKETCH SITE PLAN – THE PROPERTY ADDED
FOURTH AMENDMENT
1.918 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

Prepared by:
C.F. Burke & R.J. Bull, INC.
Consulting Engineers & Surveyors
2675 W. Dublin-Granville Road
Worthington, Ohio 43085

CCVAEXD4

EXHIBIT C

FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS:

Unit Designation	Unit Type	Par Value	Undivided Interest
1A	3AG2	1.13	1.07%
1B	2	1.00	.94
1C	2	1.00	.94
1D	2	1.00	.94
1E	2	1.00	.94
1F	2	1.00	.94
2A	2	1.00	.94
2B	2	1.00	.94
2C	2	1.00	.94
2D	2	1.00	.94
2E	2	1.00	.94
2F	3AG1	1.11	1.05
3A	2AG1	1.08	1.02
3B	2	1.00	.94
3C	2DG1	1.08	1.02
3D	2DG1	1.08	1.02
3E	2	1.00	.94
3F	3AG1	1.11	1.05
4A	2AG1	1.08	1.02
4B	2	1.00	.94
4C	2DG1	1.08	1.02
4D	2DG1	1.08	1.02
4E	2	1.00	.94
4F	3AG1	1.11	1.05
5A	3AG1	1.11	1.05
5B	2	1.00	.94
5C	2	1.00	.94
5D	2	1.00	.94
5E	2	1.00	.94
5F	2AG1	1.08	1.02
6A	2AG1	1.08	1.02
6B	2	1.00	.94
6C	2	1.00	.94
6D	2	1.00	.94
6E	2	1.00	.94
6F	3AG1	1.11	1.05
7A	2AG1	1.08	1.02
7B	2	1.00	.94
7C	2	1.00	.94
7D	2	1.00	.94
7E	3AG2	1.13	1.07
8A	3AG2	1.13	1.07
8B	2	1.00	.94
8C	2	1.00	.94
8D	2	1.00	.94
8E	3AG1	1.11	1.05

EXHIBIT C

FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
9A	3AG1	1.11	1.05
9B	2	1.00	.94
9C	2DG1	1.08	1.02
9D	2DG1	1.08	1.02
9E	2	1.00	.94
9F	3AG1	1.11	1.05
10A	2AG1	1.08	1.02
10B	2	1.00	.94
10C	2DG1	1.08	1.02
10D	2DG1	1.08	1.02
10E	2	1.00	.94
10F	3AC1	1.11	1.05
11A	2	1.00	.94
11B	2	1.00	.94
11C	2DG1	1.08	1.02
11D	2DG1	1.08	1.02
11E	2	1.00	.94
12A	2	1.00	.94
12B	2	1.00	.94
12C	2DG1	1.08	1.02
12D	2DG1	1.08	1.02
12E	2	1.00	.94
13A	2	1.00	.94
13B	2	1.00	.94
13C	2DG1	1.08	1.02
13D	2DG1	1.08	1.02
13E	2	1.00	.94
14A	2	1.00	.94
14B	2	1.00	.94
14C	2DG1	1.08	1.02
14D	2DG1	1.08	1.02
14E	2	1.00	.94

II. UNITS ADDED HEREBY:

Unit Designation	Unit Type	Par Value	Undivided Interest
15A	3AG1	1.11	1.05
15B	2	1.00	.94
15C	2	1.00	.94
15D	2	1.00	.94
15E	2	1.00	.94
15F	3AG1	1.11	1.05

EXHIBIT C

FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

II. UNITS ADDED HEREBY (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
16A	3AG1	1.11	1.05
16B	2	1.00	.95
16C	2	1.00	.95
16D	2	1.00	.95
16E	2	1.00	.95
16F	3AG1	1.11	1.05
17A	3AG2	1.13	1.07
17B	2	1.00	.95
17C	2	1.00	.95
17D	2	1.00	.95
17E	2	1.00	.95
17F	2AG1	1.08	1.02
18A	3AG1	1.11	1.05
18B	2	1.00	.95
18C	2	1.00	.95
18D	2	1.00	.95
18E	2	1.00	.95
18F	2AG2	1.10	1.04
		Total	100.00%

Unit Types

TYPE 2 - Two bedroom Unit, with a one room basement, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor. Contains a total of six rooms, counting the basement and bath as each one room, and 1,118 gross interior square feet, meaning the gross square feet of the Unit at all levels, including interior walls, measured from the inside of the Unit's exterior perimeter walls.

TYPE 2DG1 - Same as Type 2, except that it has as an appurtenant Limited Common Area the exclusive use of a parking space in a detached two car garage.

TYPE 2AG1 - Two bedroom Unit, with a one room basement, an attached single story one car garage, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor, contains a total of seven rooms, counting the basement, garage, and bath as each one room, and 1,337 gross interior square feet

TYPE 2AG2 - Same as Type 2AG1, except the attached garage is a two car garage, and the Unit contains 1,490 gross interior square feet.

EXHIBIT C

FOURTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

Unit Types (Continued)

TYPE 3AG1 - Three bedroom Unit, with a one room basement, an attached one car garage, and a kitchen-dining room and living room on the first floor, and three bedrooms and a full bath on the second floor. Contains a total of eight rooms, counting the basement, garage and bath as each one room, and 1,511 gross interior square feet.

TYPE 3AG2 - Same as Type 3AG1, except the attached garage is a two car garage, and the Unit contains 1,672 gross interior square feet.

Par Values

Type	Par Value
2	1.00
2DG1	1.08
2AG1	1.08
2AG2	1.10
3AG1	1.11
3AG2	1.13

14397A17

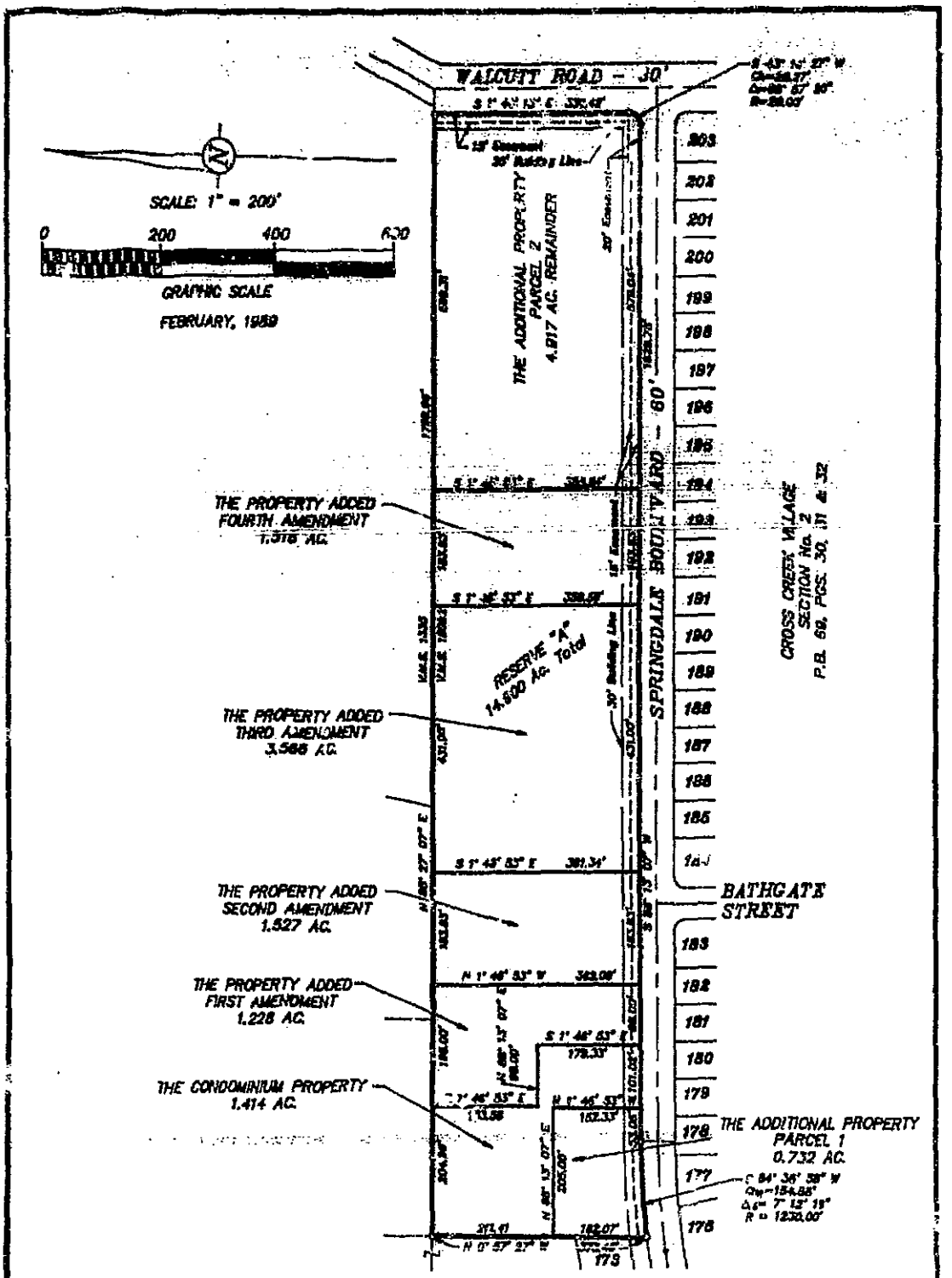


EXHIBIT "D"
FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM
PLOT PLAN - ENTIRE TRACT

~Prepared By~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Rd.
Worthington, Ohio 43235

CCVAC:154

Recorder
Franklin County Ohio

14540G13

FIFTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
HILLIARD HEIGHTS CONDOMINIUM

140315

This fifth amendment to the Declaration of HILLIARD HEIGHTS CONDOMINIUM is made on or as of the 18th day of December, 1989.

Recitals

A. Hilliard Heights Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Hilliard Heights Condominium, and the Drawings thereof, recorded, respectively, in Official Record Volume 13673, at page A-01, and Condominium Plat Book 44, at page 39, both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, the undersigned, The Qualstan Corporation, an Ohio corporation ("the Declarant"), desires by this amendment to add additional property to the Condominium, which additional property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, and hereby amends the Declaration as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.613 acres of the additional property, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof.

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Fifth Amendment to the Declaration for Hilliard Heights Condominium, together with the Fifth Amendment to the Drawings attached thereto, were filed with this office on Dec 27, 1989.

Palmer C. McNeal
Franklin County Auditor

FOR REFERENCE PLEASE SEE PLAT BOOK NO. 46 PAGE 2-6 By _____ Deputy Auditor

FILED 305P M
RECORDED FRANKLIN CO. OHIO

DEC 27 1989
JOSEPH W. TESTA, RECORDER
RECORDER'S FEE $ 93.80

TRANSFERRED
DEC 27 1989
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

A sketch drawing showing the location of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit D", and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Hilliard Heights Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvement Description. The additional property added to the Condominium Property hereby contains four residential townhouse style buildings, each containing six dwelling units, a total of twenty-four (24) dwelling units, and expanding the Condominium to include a total of one hundred twenty-six (126) Units. The residential buildings are two stories high, with concrete block foundations, built of wood frame, with aluminum siding and some cedar, and have asphalt shingle roofs. Each dwelling unit has a concrete front stoop and a rear partially fenced patio area. Each dwelling unit at the end of a building has an attached one or two car garage, and, in the case of three bedroom dwelling units, a bedroom above the garage space. In addition, there are sidewalks, green and landscaped areas, and private asphalt drives and parking areas. There are no recreation facilities a part of this additional property. Improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "Fifth Amendment to Hilliard Heights Condominium Condominium Drawings", by a Unit designation, which is a number corresponding with the building number, and a capitalized letter of the alphabet. A listing of the proper Unit designations of the Units added hereby (and the proper Unit designations of all other Units in the Condominium) is set forth on the exhibit attached hereto, marked "Exhibit C", and hereby made a part hereof. The Unit designation of each Unit added hereby is also shown on Exhibit B.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Units in the Declaration. The type of each Unit is shown on the attached Exhibit C, which also describes the composition of each type of Unit. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on the sketch drawing attached as Exhibit B. Each Unit has direct access over Common Areas leading directly to Springdale Boulevard, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of an outside stoop and a patio area contiguous to and appurtenant to each Unit. In addition, in the case of the parking spaces in the detached garages, each such parking space is a Limited Common Area appurtenant to the Unit whose Unit designation appears on that space on Exhibit B and on the Drawings. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit C, and, in each case, is based on a par value, as provided in the Declaration, and as shown on Exhibit C. The Common Areas shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

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

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 18th day of December, 1985.

Signed and acknowledged in the presence of:

THE QUALSTAN CORPORATION

By _____
Gregory J. Singleton, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Gregory J. Singleton, Vice President of The Qualstan Corporation, an Ohio corporation, on its behalf, this 18th day of December, 1985.

_____
Notary Public

RICHARD L. LOVELAND
NOTARY PUBLIC, STATE OF OHIO
LIFETIME COMMISSION

This instrument prepared by Richard L. Loveland, attorney at law, 50 West Broad Street, Columbus, Ohio 43215.

EXHIBIT A

FIFTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Legal Description, Property Added
(1.613 acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, in Virginia Military Survey No. 15022: Being a portion of Reserve "A" in Cross Creek Village Section No. 2, as shown of record in Plat Book 69, Pages 30, 31 and 32, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at a point in the curved north line of Springdale Boulevard (60 feet wide) and at the southwest corner of said Reserve "A";

thence N 0° 57' 27" W along the west line of said Reserve "A" a distance of 373.48 feet to a point in the north line of said Virginia Military Survey No. 15022 and at the northwest corner of said Reserve "A";

thence N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 1,199.65 feet to a point at the true place of beginning of the tract herein intended to be described;

thence continuing N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 196.00 feet to a point;

thence S 1° 46' 53" E a distance of 358.04 feet to a point in the north line of Springdale Boulevard and in the south line of said Reserve "A";

thence S 88° 13' 07" W along the north line of Springdale Boulevard and along a portion of the south line of said Reserve "A" a distance of 196.00 feet to a point;

thence N 1° 46' 53" W a distance of 358.84 feet to the true place of beginning;

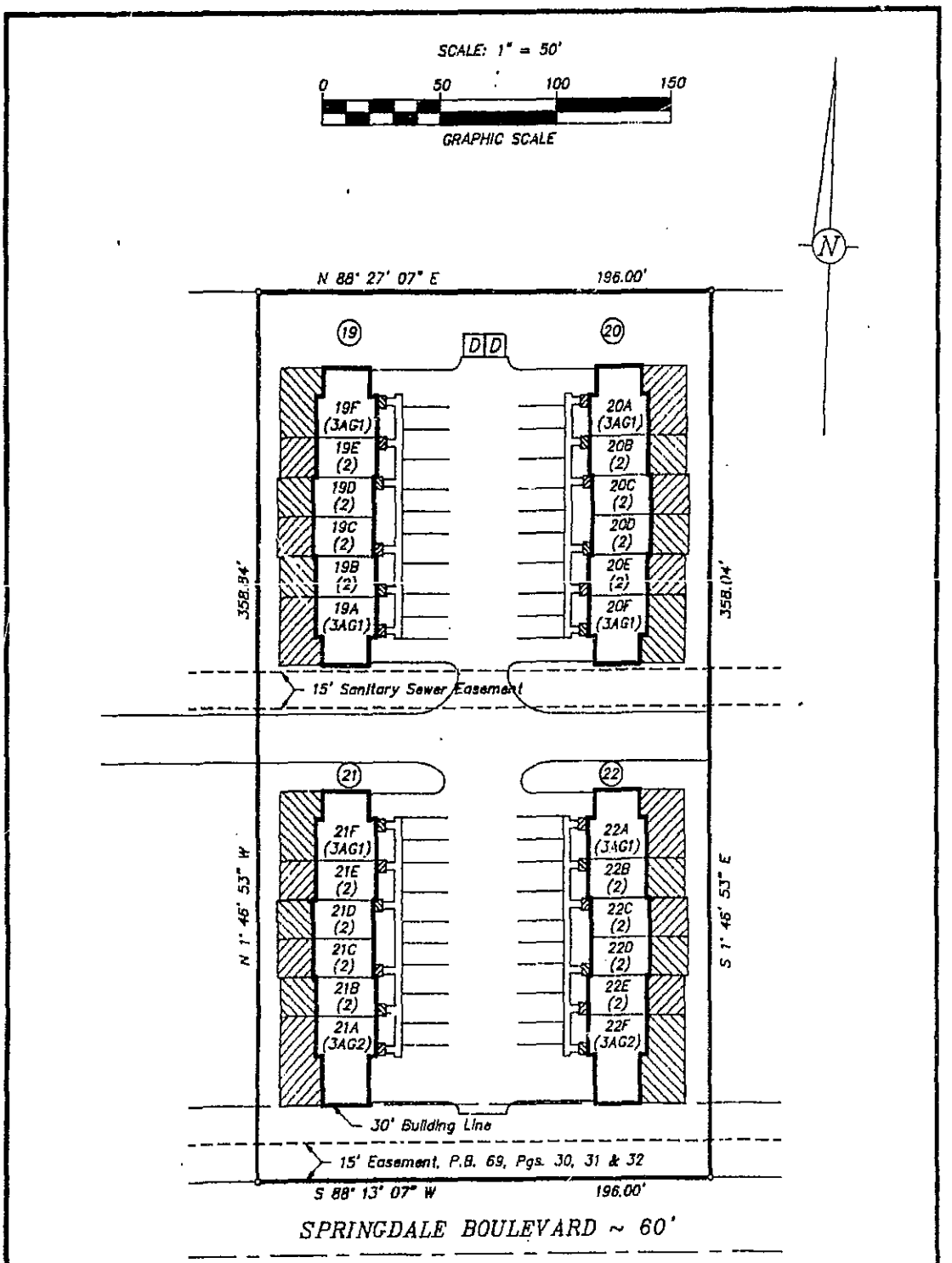
containing 1.613 acres of land more or less and being subject to all easements and restrictions of record.

The above description was prepared by Richard J. Bull, Ohio Surveyor No. 4723, of C.F. Bird and R.J. Bull, Inc., Consulting Engineers & Surveyors, Worthington, Ohio, from an actual field survey of Cross Creek Village Section No. 2, in September, 1988. Basis of bearings is said plat of Cross Creek Village Section No. 2.

Tax Parcel No: _____ (Part)

Last Transfer: _____

Declarant's Mailing Address: The Qualstan Corporation
1550 Galleon Boulevard
Hilliard, Ohio 43026



LEGEND

- Limited Common Area
- All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.
- Indicates Iron Pin
- (12) Indicates Building Number
- (2) Indicates Unit Type
- 2A Indicates Unit Designation

EXHIBIT "B"
FIFTH AMENDMENT TO
CONDOMINIUM DRAWINGS
FOR
HILLIARD HEIGHTS
CONDOMINIUM
SKETCH SITE PLAN – THE PROPERTY ADDED
FIFTH AMENDMENT
1.613 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

Prepared by:
C.P. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2078 W. Dublin-Granville Road
Worthington, Ohio 43235

CCVAEX05

EXHIBIT C

FIFTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS:

Unit Designation	Unit Type	Par Value	Undivided Interest
1A	3AG2	1.13	.86%
1B	2	1.00	.76
1C	2	1.00	.76
1D	2	1.00	.76
1E	2	1.00	.76
1F	2	1.00	.76
2A	2	1.00	.76
2B	2	1.00	.76
2C	2	1.00	.76
2D	2	1.00	.76
2E	2	1.00	.76
2F	3AG1	1.11	.85
3A	2AG1	1.08	.83
3B	2	1.00	.76
3C	2DG1	1.08	.83
3D	2DG1	1.08	.83
3E	2	1.00	.76
3F	3AG1	1.11	.85
4A	2AG1	1.08	.83
4B	2	1.00	.76
4C	2DG1	1.08	.83
4D	2DG1	1.08	.83
4E	2	1.00	.76
4F	3AG1	1.11	.85
5A	3AG1	1.11	.85
5B	2	1.00	.76
5C	2	1.00	.76
5D	2	1.00	.76
5E	2	1.00	.76
5F	2AG1	1.08	.83
6A	2AG1	1.08	.83
6B	2	1.00	.76
6C	2	1.00	.76
6D	2	1.00	.76
6E	2	1.00	.76
6F	3AG1	1.11	.85
7A	2AG1	1.08	.83
7B	2	1.00	.76
7C	2	1.00	.76
7D	2	1.00	.76
7E	3AG2	1.13	.86
8A	3AG2	1.13	.86
8B	2	1.00	.76
8C	2	1.00	.76
8D	2	1.00	.76
8E	3AG1	1.11	.85

EXHIBIT C

FIFTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
9A	3AG1	1.11	.85
9B	2	1.00	.76
9C	2DG1	1.08	.83
9D	2DG1	1.08	.83
9E	2	1.00	.76
9F	3AG1	1.11	.85
10A	2AG1	1.08	.83
10B	2	1.00	.76
10C	2DG1	1.08	.83
10D	2DG1	1.08	.83
10E	2	1.00	.76
10F	3AG1	1.11	.85
11A	2	1.00	.76
11B	2	1.00	.76
11C	2DG1	1.08	.83
11D	2DG1	1.08	.83
11E	2	1.00	.76
12A	2	1.00	.76
12B	2	1.00	.76
12C	2DG1	1.08	.83
12D	2DG1	1.08	.83
12E	2	1.00	.76
13A	2	1.00	.76
13B	2	1.00	.76
13C	2DG1	1.08	.83
13D	2DG1	1.08	.83
13E	2	1.00	.76
14A	2	1.00	.76
14B	2	1.00	.76
14C	2DG1	1.08	.83
14D	2DG1	1.08	.83
14E	2	1.00	.76
15A	3AG1	1.11	.85
15B	2	1.00	.76
15C	2	1.00	.76
15D	2	1.00	.76
15E	2	1.00	.76
15F	3AG1	1.11	.85
16A	3AG1	1.11	.85
16B	2	1.00	.76
16C	2	1.00	.76
16D	2	1.00	.76
16E	2	1.00	.76
16F	3AG1	1.11	.85

EXHIBIT C

FIFTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
17A	3AG2	1.13	.86
17B	2	1.00	.76
17C	2	1.00	.76
17D	2	1.00	.76
17E	2	1.00	.76
17F	2AG1	1.08	.83
18A	3AG1	1.11	.85
18B	2	1.00	.76
18C	2	1.00	.76
18D	2	1.00	.76
18E	2	1.00	.76
18F	2AG2	1.10	.84

II. UNITS ADDED HEREBY:

Unit Designation	Unit Type	Par Value	Undivided Interest
19A	3AG1	1.11	.85
19B	2	1.00	.76
19C	2	1.00	.77
19D	2	1.00	.77
19E	2	1.00	.77
19F	3AG1	1.11	.85
20A	3AG1	1.11	.85
20B	2	1.00	.77
20C	2	1.00	.77
20D	2	1.00	.77
20E	2	1.00	.77
20F	3AG1	1.11	.85
21A	3AG2	1.13	.86
21B	2	1.00	.77
21C	2	1.00	.77
21D	2	1.00	.77
21E	2	1.00	.77
21F	3AG1	1.11	.85
22A	3AG1	1.11	.85
22B	2	1.00	.77
22C	2	1.00	.77
22D	2	1.00	.77
22E	2	1.00	.77
22F	3AG2	1.13	.86
		Total	100.00%

EXHIBIT C

FIFTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

Unit Types

TYPE 2 - Two bedroom Unit, with a one room basement, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor. Contains a total of six rooms, counting the basement and bath as each one room, and 1,118 gross interior square feet, meaning the gross square feet of the Unit at all levels, including interior walls, measured from the inside of the Unit's exterior perimeter walls.

TYPE 2DG1 - Same as Type 2, except that it has as an appurtenant Limited Common Area the exclusive use of a parking space in a detached two car garage.

TYPE 2AG1 - Two bedroom Unit, with a one room basement, an attached single story one car garage, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor, contains a total of seven rooms, counting the basement, garage, and bath as each one room, and 1,337 gross interior square feet.

TYPE 2AG2 - Same as Type 2AG1, except the attached garage is a two car garage, and the Unit contains 1,498 gross interior square feet.

TYPE 3AG1 - Three bedroom Unit, with a one room basement, an attached one car garage, and a kitchen-dining room and living room on the first floor, and three bedrooms and a full bath on the second floor. Contains a total of eight rooms, counting the basement, garage and bath as each one room, and 1,511 gross interior square feet.

TYPE 3AG2 - Same as Type 3AG1, except the attached garage is a two car garage, and the Unit contains 1,672 gross interior square feet.

Par Values

Type	Par Value
2	1.00
2DG1	1.08
2AG1	1.08
2AG2	1.10
3AG1	1.11
3AG2	1.13

14540H03

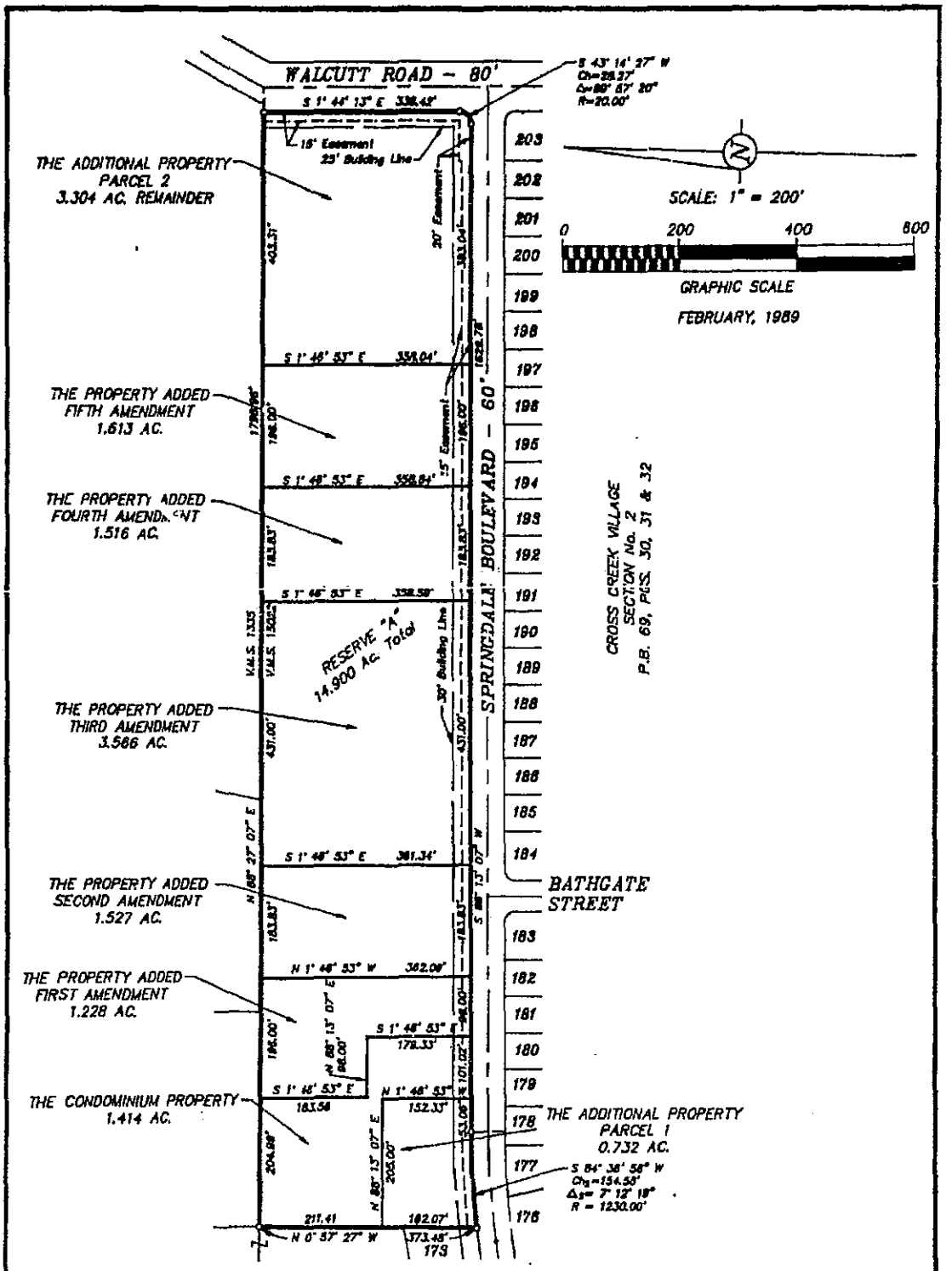


EXHIBIT "D"
FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM
PLOT PLAN – ENTIRE TRACT

~Prepared By~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin–Granville Rd.
Worthington, Ohio 43235

CCVAEXB5

Recorder
Lockbox

14612003

004066

SIXTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
HILLIARD HEIGHTS CONDOMINIUM

This sixth amendment to the Declaration of HILLIARD HEIGHTS CONDOMINIUM is made on or as of the 5Th day of JANUARY, 1990.

Recitals

A. Hilliard Heights Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Hilliard Heights Condominium, and the Drawings thereof, recorded, respectively, in Official Record Volume 13673, at page A-01, and Condominium Plat Book 44, at page 39, both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, the undersigned, The Qualstan Corporation, an Ohio corporation ("the Declarant"), desires by this amendment to add additional property to the Condominium, which additional property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, and hereby amends the Declaration as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.609 acres of the additional property, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof.

(continued next page)

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CERTIFICATE OF AUDITOR

A copy of this Sixth Amendment to the Declaration for Hilliard Heights Condominium, together with the Sixth Amendment to the Drawings attached thereto, were filed with this office on _____, 19__.

Palmer C. McNeal
Franklin County Auditor

By Palmer C. McNeal / David McVey Schmitz
Deputy Auditor

FOR REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 46 PAGE 7-9

TRANSFERRED
JAN 11 1990
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

TIME 12:30 P M
RECORDED FRANKLIN CO. OHIO

JAN 11 1990

JOSEPH W. TESTA, RECORDER
RECORDER'S FEES $ 95.00

A sketch drawing showing the location of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit D", and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Hilliard Heights Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvement Description. The additional property added to the Condominium Property hereby contains four residential townhouse style buildings, each containing six dwelling units, a total of twenty-four (24) dwelling units, and expanding the Condominium to include a total of one hundred fifty (150) Units. The residential buildings are two stories high, with concrete block foundations, built of wood frame, with aluminum siding and some cedar, and have asphalt shingle roofs. Each dwelling unit has a concrete front stoop and a rear partially fenced patio area. Each dwelling unit at the end of a building has an attached one or two car garage, and, in the case of three bedroom dwelling units, a bedroom above the garage space. In addition, there are sidewalks, green and landscaped areas, and private asphalt drives and parking areas. There are no recreation facilities a part of this additional property. Improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "Sixth Amendment to Hilliard Heights Condominium Condominium Drawings", by a Unit designation, which is a number corresponding with the building number, and a capitalized letter of the alphabet. A listing of the proper Unit designations of the Units added hereby (and the proper Unit designations of all other Units in the Condominium) is set forth on the exhibit attached hereto, marked "Exhibit C", and hereby made a part hereof. The Unit designation of each Unit added hereby is also shown on Exhibit B.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Units in the Declaration. The type of each Unit is shown on the attached Exhibit C, which also describes the composition of each type of Unit. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on the sketch drawing attached as Exhibit B. Each Unit has direct access over Common Areas leading directly to Springdale Boulevard, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of an outside stoop and a patio area contiguous to and appurtenant to each Unit. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit C, and, in each case, is based on a par value, as provided in the Declaration, and as shown on Exhibit C. The Common Areas shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

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

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 5th day of January, 1990.

Signed and acknowledged in the presence of:

Richard L. Loveland

Kathleen M. Michael

THE QUALSTAN CORPORATION

By _____
Gary M. Garrison, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Gary M. Garrison, Vice President of The Qualstan Corporation, an Ohio corporation, on its behalf, this 5th day of January, 1990.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

This instrument prepared by Richard L. Loveland, attorney at law, 50 West Broad Street, Columbus, Ohio 43215.

14612007

EXHIBIT A

SIXTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Legal Description, Property Added
(1.609 acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, in Virginia Military Survey No. 15022: Being a portion of Reserve "A" in Cross Creek Village Section No. 2, as shown of record in Plat Book 69, Pages 30, 31 and 32, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at a point in the curved north line of Springdale Boulevard (60 feet wide) and at the southwest corner of said Reserve "A";

thence N 0° 57' 27" W along the west line of said Reserve "A" a distance of 373.48 feet to a point in the north line of said Virginia Military Survey No. 15022 and at the northwest corner of said Reserve "A";

thence N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 1,395.65 feet to a point at the true place of beginning of the tract herein intended to be described;

thence continuing N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 196.00 feet to a point;

thence S 1° 46' 53" E a distance of 357.25 feet to a point in the north line of Springdale Boulevard and in the south line of said Reserve "A";

thence S 88° 13' 07" W along the north line of Springdale Boulevard and along a portion of the south line of said Reserve "A" a distance of 196.00 feet to a point;

thence N 1° 46' 53" W a distance of 358.04 feet to the true place of beginning;

containing 1.609 acres of land more or less and being subject to all easements and restrictions of record.

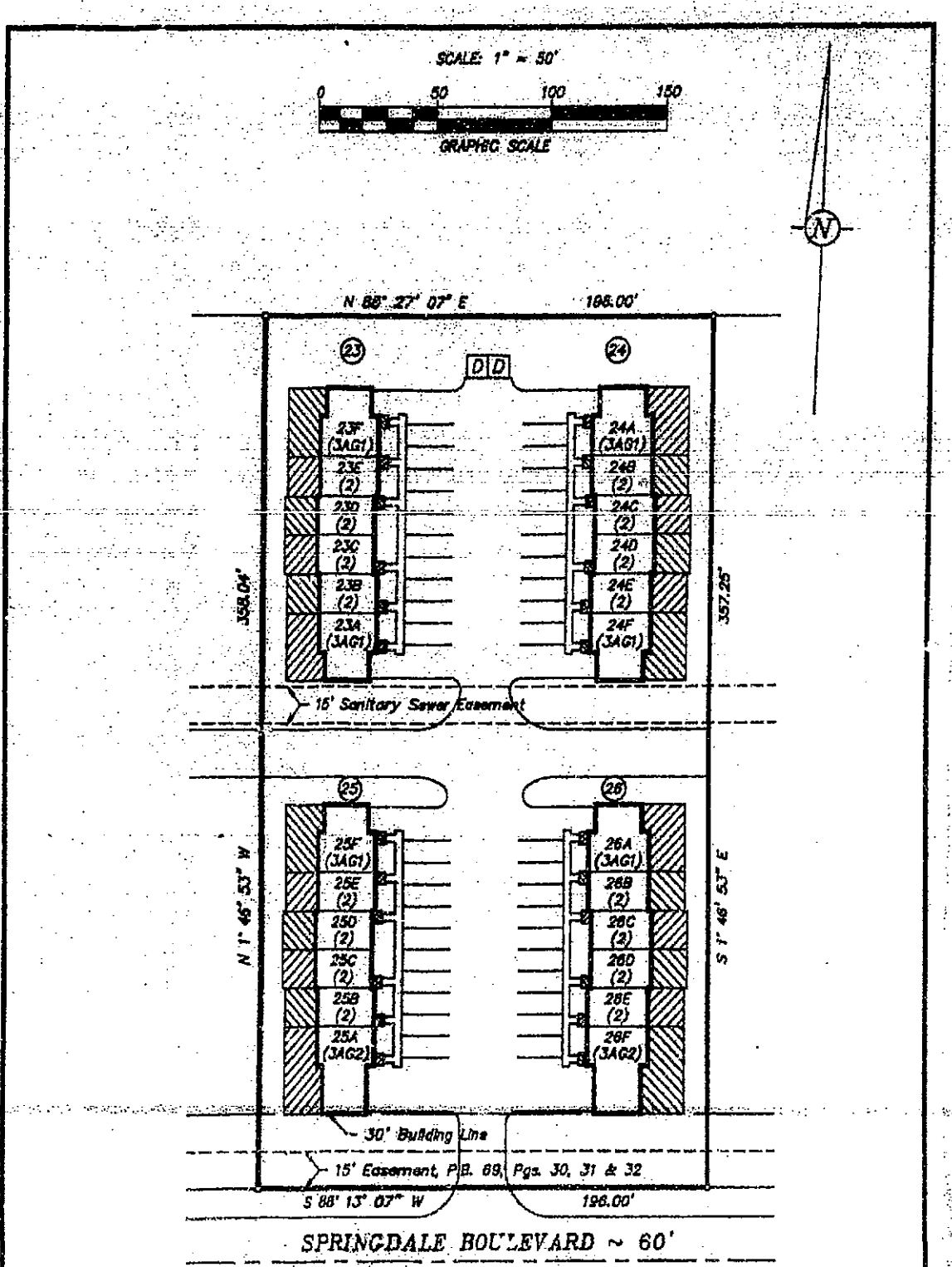
The above description was prepared by Richard J. Bull, Ohio Surveyor No. 4723, of C.F. Bird and R.J. Bull, Inc., Consulting Engineers & Surveyors, Worthington, Ohio, from an actual field survey of Cross Creek Village Section No. 2, in September, 1988. Basis of bearings is said plat of Cross Creek Village Section No. 2.

Tax Parcel No: _____ (Part)

Last Transfer: _____

Declarant's Mailing Address: The Qualatan Corporation
1550 Galleon Boulevard
Hilliard, Ohio 43026

14612039



LEGEND

Limited Common Area

All areas & improvements not labeled with a unit designation or as limited common areas are Common Areas.

Indicates Iron Pin

(12) Indicates Building Number

(2) Indicates Unit Type

2A Indicates Unit Designation

EXHIBIT "B"
SIXTH AMENDMENT TO CONDOMINIUM DRAWINGS FOR HILLIARD HEIGHTS CONDOMINIUM

SKETCH SITE PLAN - THE PROPERTY ADDED SIXTH AMENDMENT
1.609 AC. PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

«Prepared by»
C.F. BURD & R.J. DULL, INC.
Consulting Engineers & Surveyors
3878 E. Dublin-Granville Road
Northglenn, Ohio 43230

CCVHEXDB

EXHIBIT C

SIXTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS:

Unit Designation	Unit Type	Par Value	Undivided Interest
1A	3AG2	1.13	.73%
1B	2	1.00	.64
1C	2	1.00	.64
1D	2	1.00	.64
1E	2	1.00	.64
1F	2	1.00	.64
2A	2	1.00	.64
2B	2	1.00	.64
2C	2	1.00	.64
2D	2	1.00	.64
2E	2	1.00	.64
2F	3AG1	1.11	.71
3A	2AG1	1.08	.69
3B	2	1.00	.64
3C	2DG1	1.08	.69
3D	2DG1	1.08	.69
3E	2	1.00	.64
3F	3AG1	1.11	.71
4A	2AG1	1.08	.69
4B	2	1.00	.64
4C	2DG1	1.08	.69
4D	2DG1	1.08	.69
4E	2	1.00	.64
4F	3AG1	1.11	.71
5A	3AG1	1.11	.71
5B	2	1.00	.64
5C	2	1.00	.64
5D	2	1.00	.64
5E	2	1.00	.64
5F	2AG1	1.08	.69
6A	2AG1	1.08	.69
6B	2	1.00	.64
6C	2	1.00	.64
6D	2	1.00	.64
6E	2	1.00	.64
6F	3AG1	1.11	.71
7A	2AG1	1.08	.69
7B	2	1.00	.64
7C	2	1.00	.64
7D	2	1.00	.64
7E	3AG2	1.13	.73
8A	3AG2	1.13	.73
8B	2	1.00	.64
8C	2	1.00	.64
8D	2	1.00	.64
8E	3AG1	1.11	.71

EXHIBIT C

SIXTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
9A	3AG1	1.11	.71%
9B	2	1.00	.64
9C	2DG1	1.08	.69
9D	2DG1	1.08	.69
9E	2	1.00	.64
9F	3AG1	1.11	.71
10A	2AG1	1.08	.69
10B	2	1.00	.64
10C	2DG1	1.08	.69
10D	2DG1	1.08	.69
10E	2	1.00	.64
10F	3AG1	1.11	.71
11A	2	1.00	.64
11B	2	1.00	.64
11C	2DG1	1.08	.69
11D	2DG1	1.08	.69
11E	2	1.00	.64
12A	2	1.00	.64
12B	2	1.00	.64
12C	2DG1	1.08	.69
12D	2DG1	1.08	.69
12E	2	1.00	.64
13A	2	1.00	.64
13B	2	1.00	.64
13C	2DG1	1.08	.69
13D	2DG1	1.08	.69
13E	2	1.00	.64
14A	2	1.00	.64
14B	2	1.00	.64
14C	2DG1	1.08	.69
14D	2DG1	1.08	.69
14E	2	1.00	.64
15A	3AG1	1.11	.71
15B	2	1.00	.64
15C	2	1.00	.64
15D	2	1.00	.64
15E	2	1.00	.64
15F	3AG1	1.11	.71
16A	3AG1	1.11	.71
16B	2	1.00	.64
16C	2	1.00	.64
16D	2	1.00	.64
16E	2	1.00	.64
16F	3AG1	1.11	.71

EXHIBIT C

SIXTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
17A	3AG2	1.13	.73%
17B	2	1.00	.64
17C	2	1.00	.64
17D	2	1.00	.64
17E	2	1.00	.64
17F	2AG1	1.08	.69
18A	3AG1	1.11	.71
18B	2	1.00	.64
18C	2	1.00	.64
18D	2	1.00	.64
18E	2	1.00	.64
18F	2AG2	1.10	.71
19A	3AG1	1.11	.71
19B	2	1.00	.64
19C	2	1.00	.64
19D	2	1.00	.64
19E	2	1.00	.64
19F	3AG1	1.11	.71
20A	3AG1	1.11	.71
20B	2	1.00	.64
20C	2	1.00	.64
20D	2	1.00	.64
20E	2	1.00	.64
20F	3AG1	1.11	.71
21A	3AG2	1.13	.73
21B	2	1.00	.65
21C	2	1.00	.65
21D	2	1.00	.65
21E	2	1.00	.65
21F	3AG1	1.11	.71
22A	3AG1	1.11	.71
22B	2	1.00	.65
22C	2	1.00	.65
22D	2	1.00	.65
22E	2	1.00	.65
22F	3AG2	1.13	.73

II. UNITS ADDED HEREBY:

Unit Designation	Unit Type	Par Value	Undivided Interest
23A	3AG1	1.11	.71
23B	2	1.00	.65
23C	2	1.00	.65
23D	2	1.00	.65
23E	2	1.00	.65
23F	3AG1	1.11	.71

EXHIBIT C

SIXTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

II. UNITS ADDED HEREBY (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
24A	3AG1	1.11	.71%
24B	2	1.00	.65
24C	2	1.00	.65
24D	2	1.00	.65
24E	2	1.00	.65
24F	3AG1	1.11	.71
25A	3AG2	1.13	.73
25B	2	1.00	.65
25C	2	1.00	.65
25D	2	1.00	.65
25E	2	1.00	.65
25F	3AG1	1.11	.71
26A	3AG1	1.11	.71
26B	2	1.00	.65
26C	2	1.00	.65
26D	2	1.00	.65
26E	2	1.00	.65
26F	3AG2	1.13	.73
		Total	100.00%

Unit Types

TYPE 2 - Two bedroom Unit, with a one room basement, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor. Contains a total of six rooms, counting the basement and bath as each one room, and 1,118 gross interior square feet, meaning the gross square feet of the Unit at all levels, including interior walls, measured from the inside of the Unit's exterior perimeter walls.

TYPE 2DG1 - Same as Type 2, except that it has as an appurtenant Limited Common Area the exclusive use of a parking space in a detached two car garage.

TYPE 2AG1 - Two bedroom Unit, with a one room basement, an attached single story one car garage, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor, contains a total of seven rooms, counting the basement, garage, and bath as each one room, and 1,337 gross interior square feet.

TYPE 2AG2 - Same as Type 2AG1, except the attached garage is a two car garage, and the Unit contains 1,498 gross interior square feet.

EXHIBIT C

SIXTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

Unit Types (Continued)

TYPE 3AG1 - Three bedroom Unit, with a one room basement, an attached one car garage, and a kitchen-dining room and living room on the first floor, and three bedrooms and a full bath on the second floor. Contains a total of eight rooms, counting the basement, garage and bath as each one room, and 1,511 gross interior square feet.

TYPE 3AG2 - Same as Type 3AG1, except the attached garage is a two car garage, and the Unit contains 1,672 gross interior square feet.

Par Values

Type	Par Value
2	1.00
2DG1	1.08
2AG1	1.08
2AG2	1.10
3AG1	1.11
3AG2	1.13

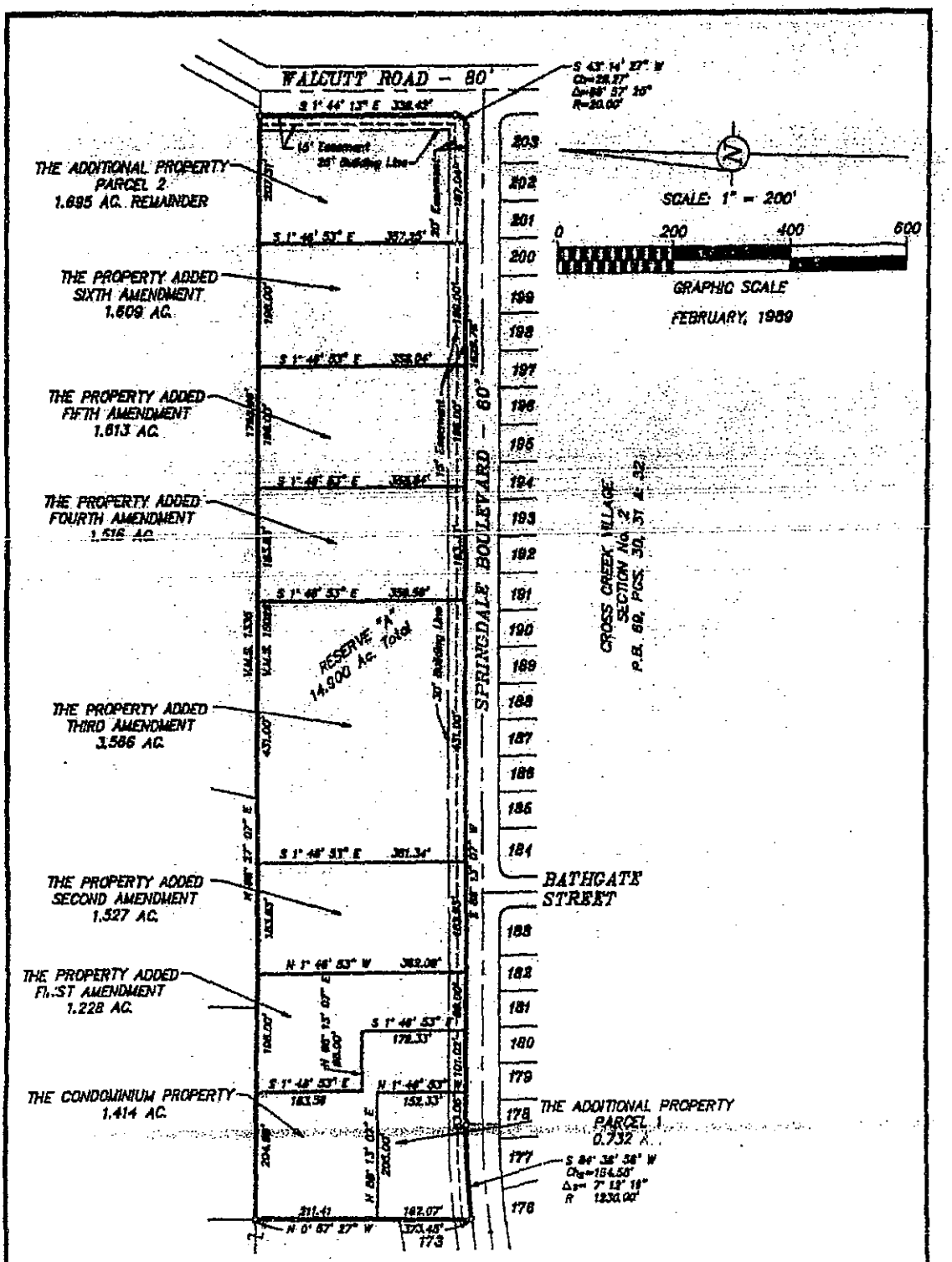


EXHIBIT "D"
SIXTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM
PLOT PLAN – ENTIRE TRACT

Prepared By:
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin–Granville Rd.
Worthington, Ohio 43235

CCVAEXB6

Landland Recorder
Box

14659F12

008099

SEVENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
HILLIARD HEIGHTS CONDOMINIUM

This seventh amendment to the Declaration of HILLIARD HEIGHTS CONDOMINIUM is made on or as of the 18Th day of January, 1990.

Recitals

A. Hilliard Heights Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Hilliard Heights Condominium, and the Drawings thereof, recorded, respectively, in Official Record Volume 13673, at page A-01, and Condominium Plat Book 44, at page 39, both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, the undersigned, The Qualstan Corporation, an Ohio corporation ("the Declarant"), desires by this amendment to add the last of the additional property to the Condominium, which additional property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, and hereby amends the Declaration as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of 1.695 acres of the additional property, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof.

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Seventh Amendment to the Declaration for Hilliard Heights Condominium, together with the Seventh Amendment to the Drawings attached thereto, were filed with this office on 23rd of January, 1990.

Palmer C. McNeal
Franklin County Auditor

By Thomas M. Ford
Deputy Auditor

TRANSFERRED
JAN 23 1990
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

FILED 3:20 P M
RECORDED FRANKLIN CO. OHIO
JAN 23 1990
JOSEPH W. TESTA, RECORDER
RECORDER'S FEE $ 95.80

REFERENCE PLEASE SEE
CONDOMINIUM PLAT BOOK NO. 46 PAGE 10-12

A sketch drawing showing the location of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit D", and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Hilliard Heights Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvement Description. The additional property added to the Condominium Property hereby contains four residential townhouse style buildings, each containing six dwelling units, a total of twenty-four (24) dwelling units, and expanding the Condominium to include a total of one hundred seventy-four (174) Units. The residential buildings are two stories high, with concrete block foundations, built of wood frame, with aluminum siding and some cedar, and have asphalt shingle roofs. Each dwelling unit has a concrete front stoop and a rear partially fenced patio area. Each dwelling unit at the end of a building has an attached one or two car garage, and, in the case of three bedroom dwelling units, a bedroom above the garage space. In addition, there are sidewalks, green and landscaped areas, and private asphalt drives and parking areas. There are no recreation facilities a part of this additional property. Improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled "Seventh Amendment to Hilliard Heights Condominium Condominium Drawings", by a Unit designation, which is a number corresponding with the building number, and a capitalized letter of the alphabet. A listing of the proper Unit designations of the Units added hereby (and the proper Unit designations of all other Units in the Condominium) is set forth on the exhibit attached hereto, marked "Exhibit C", and hereby made a part hereof. The Unit designation of each Unit added hereby is also shown on Exhibit B.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Units in the Declaration. The type of each Unit is shown on the attached Exhibit C, which also describes the composition of each type of Unit. Floor plan layouts and elevation drawings for the Units and buildings added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed simultaneously herewith, and is also shown on the sketch drawing attached as Exhibit B. Each Unit has direct access over Common Areas leading directly to Springdale Boulevard, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of an outside stoop and a patio area contiguous to and appurtenant to each Unit. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit C, and, in each case, is based on a par value, as provided in the Declaration, and as shown on Exhibit C. The Common Areas shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

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

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this 15th day of January, 1990.

Signed and acknowledged in the presence of:

THE QUALSTAN CORPORATION

By _____
Gregory J. Singleton, Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Gregory J. Singleton, Vice President of The Qualstan Corporation, an Ohio corporation, on its behalf, this 15th day of January, 1990.

_____
Notary Public

This instrument prepared by Richard L. Loveland, attorney at law, 50 West Broad Street, Columbus, Ohio 43215.

EXHIBIT A

SEVENTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Legal Description, Property Added
(1.695 acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, in Virginia Military Survey No. 15022: Being a portion of Reserve "A" in Cross Creek Village Section No. 2, as shown of record in Plat Book 69, Pages 30, 31 and 32, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at a point in the curved north line of Springdale Boulevard (60 feet wide) and at the southwest corner of said Reserve "A";

thence N 0° 57' 27" W along the west line of said Reserve "A" a distance of 373.48 feet to a point in the north line of said Virginia Military Survey No. 15022 and at the northwest corner of said Reserve "A";

thence N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 1,591.65 feet to a point at the true place of beginning of the tract herein intended to be described;

thence continuing N 88° 27' 07" E along a portion of the north line of said Virginia Military Survey No. 15022 and along a portion of the north line of said Reserve "A" a distance of 207.31 feet to a point in the west line of Walcutt Road (80 feet wide) and at the northeast corner of said Reserve "A";

thence S 1° 44' 13" E along the west line of Walcutt Road and along the east line of said Reserve "A" a distance of 336.42 feet to a point of curvature;

thence southwesterly along a curve connecting the west line of Walcutt Road with the north line of Springdale Boulevard, along a curved line of said Reserve "A" and with a curve to the right, data of which is: radius = 20.00 feet and delta = 89° 57' 20", a chord distance of 28.27 feet bearing S 43° 14' 27" W to the point of tangency;

thence S 88° 13' 07" W along the north line of Springdale Boulevard and along a portion of the south line of said Reserve "A" a distance of 187.04 feet to a point;

thence N 1° 46' 53" W a distance of 357.25 feet to the true place of beginning;

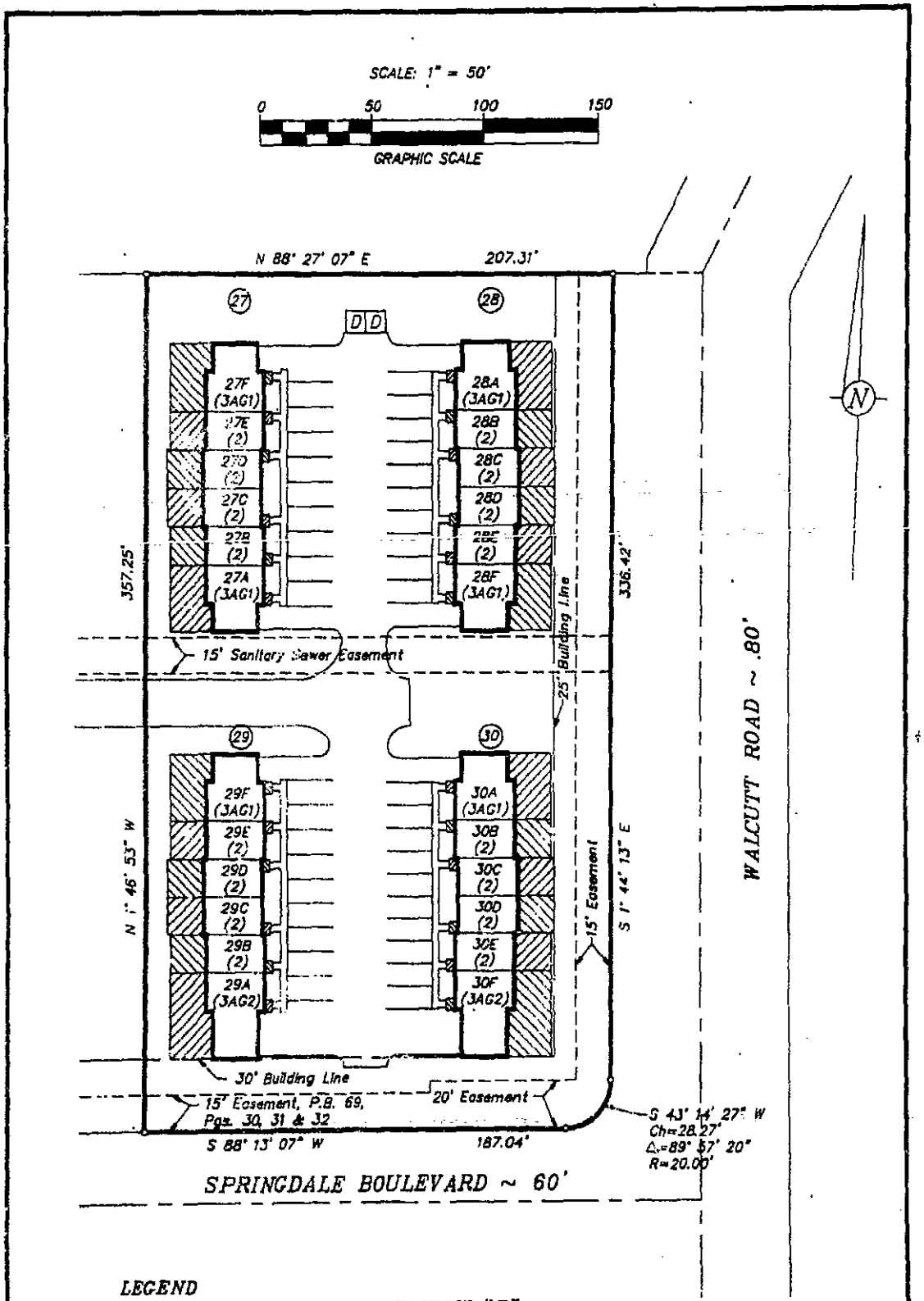
containing 1.695 acres of land more or less and being subject to all easements and restrictions of record.

The above description was prepared by Richard J. Bull, Ohio Surveyor No. 4723, of C.F. Bird and R.J. Bull, Inc., Consulting Engineers & Surveyors, Worthington, Ohio, from an actual field survey of Cross Creek Village Section No. 2, in September, 1988. Basis of bearings is said plat of Cross Creek Village Section No. 2.

Tax Parcel No: _____ (Part)

Last Transfer: _____

Declarant's Mailing Address: The Qualstan Corporation
1550 Galleon Boulevard
Hilliard, Ohio 43026



LEGEND

- Limited Common Area
- All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.
- Indicates Iron Pin
- (12) Indicates Building Number
- (2) Indicates Unit Type
- 2A Indicates Unit Designation

EXHIBIT "B"
SEVENTH AMENDMENT TO CONDOMINIUM DRAWINGS FOR HILLIARD HEIGHTS CONDOMINIUM

SKETCH SITE PLAN – THE PROPERTY ADDED SEVENTH AMENDMENT
1.695 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

~Prepared by~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin–Granville Road
Worthington, Ohio 43235

CCVAEX07

EXHIBIT C

SEVENTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS:

Unit Designation	Unit Type	Par Value	Undivided Interest
1A	3AG2	1.13	.63%
1B	2	1.00	.55
1C	2	1.00	.55
1D	2	1.00	.55
1E	2	1.00	.55
1F	2	1.00	.55
2A	2	1.00	.55
2B	2	1.00	.55
2C	2	1.00	.55
2D	2	1.00	.55
2E	2	1.00	.55
2F	3AG1	1.11	.61
3A	2AG1	1.08	.60
3B	2	1.00	.55
3C	2DG1	1.08	.60
3D	2DG1	1.08	.60
3E	2	1.00	.55
3F	3AG1	1.11	.61
4A	2AG1	1.08	.60
4B	2	1.00	.55
4C	2DG1	1.08	.60
4D	2DG1	1.08	.60
4E	2	1.00	.55
4F	3AG1	1.11	.61
5A	3AG1	1.11	.61
5B	2	1.00	.55
5C	2	1.00	.55
5D	2	1.00	.55
5E	2	1.00	.55
5F	2AG1	1.08	.60
6A	2AG1	1.08	.60
6B	2	1.00	.55
6C	2	1.00	.55
6D	2	1.00	.55
6E	2	1.00	.55
6F	3AG1	1.11	.61
7A	2AG1	1.08	.60
7B	2	1.00	.55
7C	2	1.00	.55
7D	2	1.00	.55
7E	3AG2	1.13	.63
8A	3AG2	1.13	.63
8B	2	1.00	.55
8C	2	1.00	.55
8D	2	1.00	.55
8E	3AG1	1.11	.61

EXHIBIT C

SEVENTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
9A	3AG1	1.11	.61%
9B	2	1.00	.55
9C	2DG1	1.08	.60
9D	2DG1	1.08	.60
9E	2	1.00	.55
9F	3AG1	1.11	.61
10A	2AG1	1.09	.60
10B	2	1.00	.55
10C	2DG1	1.08	.60
10D	2DG1	1.08	.60
10E	2	1.00	.55
10F	3AG1	1.11	.61
11A	2	1.00	.55
11B	2	1.00	.55
11C	2DG1	1.08	.60
11D	2DG1	1.08	.60
11E	2	1.00	.55
12A	2	1.00	.55
12B	2	1.00	.55
12C	2DG1	1.08	.60
12D	2DG1	1.08	.60
12E	2	1.00	.55
13A	2	1.00	.55
13B	2	1.00	.55
13C	2DG1	1.08	.60
13D	2DG1	1.08	.60
13E	2	1.00	.55
14A	2	1.00	.55
14B	2	1.00	.55
14C	2DG1	1.08	.60
14D	2DG1	1.08	.60
14E	2	1.00	.55
15A	3AG1	1.11	.61
15B	2	1.00	.55
15C	2	1.00	.55
15D	2	1.00	.55
15E	2	1.00	.55
15F	3AG1	1.11	.61
16A	3AG1	1.11	.61
16B	2	1.00	.55
16C	2	1.00	.55
16D	2	1.00	.55
16E	2	1.00	.55
16F	3AG1	1.11	.61

EXHIBIT C

SEVENTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
17A	3AG2	1.13	.63%
17B	2	1.00	.55
17C	2	1.00	.55
17D	2	1.00	.55
17E	2	1.00	.55
17F	2AG1	1.08	.60
18A	3AG1	1.11	.61
18B	2	1.00	.55
18C	2	1.00	.55
18D	2	1.00	.55
18E	2	1.00	.55
18F	2AG2	1.10	.61
19A	3AG1	1.11	.61
19B	2	1.00	.55
19C	2	1.00	.55
19D	2	1.00	.55
19E	2	1.00	.55
19F	3AG1	1.11	.61
20A	3AG1	1.11	.61
20B	2	1.00	.55
20C	2	1.00	.55
20D	2	1.00	.55
20E	2	1.00	.55
20F	3AG1	1.11	.61
21A	3AG2	1.13	.63
21B	2	1.00	.55
21C	2	1.00	.55
21D	2	1.00	.55
21E	2	1.00	.56
21F	3AG1	1.11	.61
22A	3AG1	1.11	.61
22B	2	1.00	.56
22C	2	1.00	.56
22D	2	1.00	.56
22E	2	1.00	.56
22F	3AG2	1.13	.63
23A	3AG1	1.11	.61
23B	2	1.00	.56
23C	2	1.00	.56
23D	2	1.00	.56
23E	2	1.00	.56
23F	3AG1	1.11	.61

EXHIBIT C

SEVENTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
24A	3AG1	1.11	.61%
24B	2	1.00	.56
24C	2	1.00	.56
24D	2	1.00	.56
24E	2	1.00	.56
24F	3AG1	1.11	.61
25A	3AG2	1.13	.63
25B	2	1.00	.56
25C	2	1.00	.56
25D	2	1.00	.56
25E	2	1.00	.56
25F	3AG1	1.11	.61
26A	3AG1	1.11	.61
26B	2	1.00	.56
26C	2	1.00	.56
26D	2	1.00	.56
26E	2	1.00	.56
26F	3AG2	1.13	.63

II. UNITS ADDED HEREBY:

Unit Designation	Unit Type	Par Value	Undivided Interest
27A	3AG1	1.11	.61
27B	2	1.00	.56
27C	2	1.00	.56
27D	2	1.00	.56
27E	2	1.00	.56
27F	3AG1	1.11	.61
28A	3AG1	1.11	.61
28B	2	1.00	.56
28C	2	1.00	.56
28D	2	1.00	.56
28E	2	1.00	.56
28F	3AG1	1.11	.61
29A	3AG2	1.13	.63
29B	2	1.00	.56
29C	2	1.00	.56
29D	2	1.00	.56
29E	2	1.00	.56
29F	3AG1	1.11	.61
30A	3AG1	1.13	.61
30B	2	1.00	.56
30C	2	1.00	.56
30D	2	1.00	.56
30E	2	1.00	.56
30F	3AG2	1.13	.63
		Total	100.00%

EXHIBIT C

SEVENTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

Unit Types

TYPE 2 - Two bedroom Unit, with a one room basement, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor. Contains a total of six rooms, counting the basement and bath as each one room, and 1,118 gross interior square feet, meaning the gross square feet of the Unit at all levels, including interior walls, measured from the inside of the Unit's exterior perimeter walls.

TYPE 2DG1 - Same as Type 2, except that it has as an appurtenant Limited Common Area the exclusive use of a parking space in a detached two car garage.

TYPE 2AG1 - Two bedroom Unit, with a one room basement, an attached single story one car garage, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor, contains a total of seven rooms, count ng the basement, garage, and bath as each one room, and 1,337 gross interior square feet.

TYPE 2AG2 - Same as Type 2AG1, except the attached garage is a two car garage, and the Unit contains 1,498 gross interior square feet.

TYPE 3AG1 - Three bedroom Unit, with a one room basement, an attached one car garage, and a kitchen-dining room and living room on the first floor, and three bedrooms and a full bath on the second floor. Contains a total of eight rooms, counting the basement, garage and bath as each one room, and 1,511 gross interior square feet.

TYPE 3AG2 - Same as Type 3AG1, except the attached garage is a two car garage, and the Unit contains 1,672 gross interior square feet.

Par Values

Type	Par Value
2	1.00
2DG1	1.08
2AG1	1.08
2AG2	1.10
3AG1	1.11
3AG2	1.13

14659603

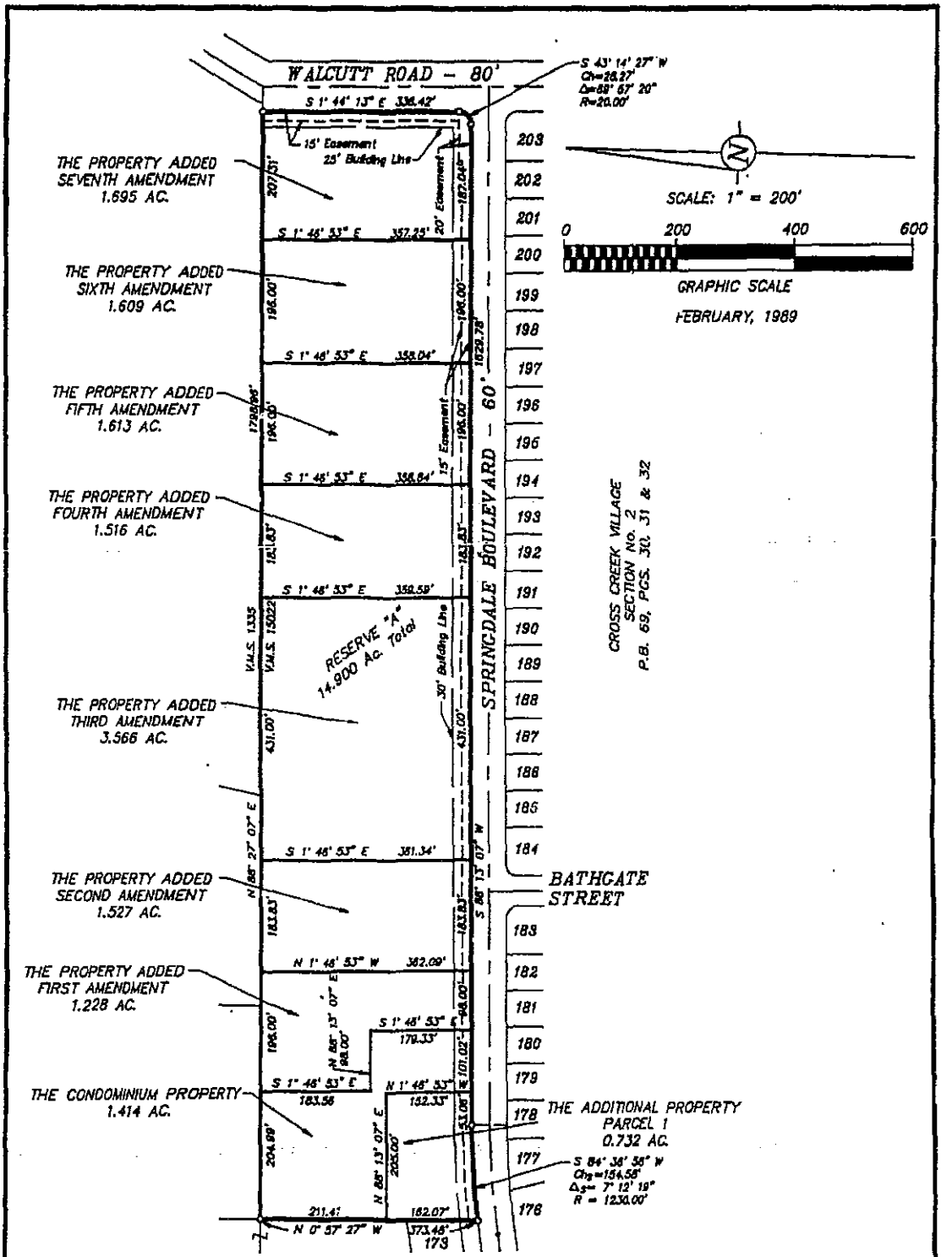


EXHIBIT "D"
SEVENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM
PLOT PLAN – ENTIRE TRACT

~Prepared By~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin–Granville Rd.
Worthington, Ohio 43235

CCVAEXB7

19710816

FOR REFERENCE PLEASE SEE CONDOMINIUM PLAT BOOK NO. 51 PAGE 99-103

094505

EIGHTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
HILLIARD HEIGHTS CONDOMINIUM

This eighth amendment to the Declaration of HILLIARD HEIGHTS CONDOMINIUM is made on or as of the 16th day of June, 1992.

Recitals

A. Hilliard Heights Condominium is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration of Hilliard Heights Condominium, and the Drawings thereof, recorded, respectively, in Official Records Volume 13673, at page A-01, and Condominium Plat Book 44, at page 39, both of the records of the Recorder of Franklin County, Ohio, and all amendments thereto.

B. Pursuant to the provisions of Article XVII of the Declaration, and the provisions of the Condominium Act, the undersigned, The Qualstan Corporation, an Ohio corporation ("the Declarant"), desires by this amendment to add the last of the additional property to the Condominium, which additional property, hereinafter described, meets all of the criteria and qualifications for addition to the Condominium described in that Article.

Declaration

NOW THEREFORE, Declarant, the sole owner of the property hereinafter described to be added to the Condominium, hereby declares the Condominium Property of the Condominium to be expanded by addition of the property hereinafter described, and hereby amends the Declaration as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.

2. Additional Property Added. The legal description of the portion of the property added hereby to the Condominium Property, consisting of 0.732 acres of the additional property, being all of the remaining additional property, is described in the attachment hereto, marked "Exhibit A", and hereby made a part hereof.

(continued next page)

CERTIFICATE OF AUDITOR

A copy of this Eighth Amendment to the Declaration for Hilliard Heights Condominium, together with the Eighth Amendment to the Drawings attached thereto, were filed with this office on June, 1992.

Franklin County Auditor

By Thomas M. Lang
Deputy Auditor

TIME 1:55 P M
RECORDED FRANKLIN CO., OHIO

JUN 19 1992

RECORDER'S FEE $ 139.00

TRANSFERRED
JUN 19 1992
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

A sketch drawing showing the location of the property added hereby is attached hereto, marked "Exhibit B", and hereby made a part hereof. A plot plan showing the relationship of the property added hereby to the property already a part of the Condominium is attached hereto, marked "Exhibit D", and hereby made a part hereof.

3. Name. The Condominium, as expanded hereby, shall continue to be named "Billiard Heights Condominium".

4. Purposes. The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. Improvement Description. The additional property added to the Condominium Property hereby contains one residential townhouse style building, containing six dwelling units, a total of six (6) dwelling units, and expanding the Condominium to include a total of one hundred eighty (180) Units. The residential building is two stories high, with a concrete block foundation, built of wood frame, with aluminum siding and some cedar, and has an asphalt shingle roof. Each dwelling unit has a concrete front stoop and a rear partially fenced patio area. Each dwelling unit at the end of the building has an attached one or two car garage, and a bedroom above the garage space. In addition, there are sidewalks, green and landscaped areas, and private asphalt drives and parking areas. There are no recreation facilities a part of this additional property. Improvements on the property added hereby are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. Units.

a. Unit Designation. Each of the Units added to the Condominium hereby is designated on the amendment to the Drawings filed simultaneously herewith, and attached hereto (although the same may be detached herefrom upon filing by the Franklin County Recorder and filed in separate records), labeled Eighth Amendment to Hilliard Heights Condominium Condominium Drawings", by a Unit designation, which is a number corresponding with the building number, and a capitalized letter of the alphabet. A listing of the proper Unit designations of the Units added hereby (and the proper Unit designations of all other Units in the Condominium) is set forth on the exhibit attached hereto, marked "Exhibit C", and hereby made a part hereof. The Unit designation of each Unit added hereby is also shown on Exhibit B.

b. Composition of Units. Each Unit added hereby consists of the space in the building designated on the amendment to the Drawings filed simultaneously herewith with that Unit's Unit designation, including and excluding, as appropriate, those same items as are described and defined in the description of Units in the Declaration. The type of each Unit is shown on the attached Exhibit C, which also describes the composition of each type of Unit. Floor plan layouts and elevation drawings for the Units and building added hereby are shown on the amendment to the Drawings filed simultaneously herewith.

c. Unit Locations. The location of each Unit added hereby is shown on the amendment to the Drawings filed

simultaneously herewith, and is also shown on the sketch drawing attached as Exhibit B. Each Unit has direct access over Common Areas leading directly to Springdale Boulevard, a public street.

7. Common and Limited Common Areas.

a. Common Areas. All of the additional property hereby added hereto, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. Limited Common Areas. Those portions of the Common Areas that are added hereby that are labeled or designated "limited common areas" on the amendment to the Drawings filed herewith are Limited Common Areas. These Limited Common Areas consist of an outside stoop and a patio area contiguous to and appurtenant to each Unit. In each case, a Limited Common Area is reserved for the exclusive use of the Unit or Units which those improvements are designed or designated to serve.

c. Undivided Interests. The undivided interest in the Common Areas of each Unit in the Condominium, as expanded hereby, and as thereby allocated and reallocated, are as designated on the attached Exhibit C, and, in each case, is based on a par value, as provided in the Declaration, and as shown on Exhibit C. The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest of a Unit in the Common Areas shall not be separated from the Unit to which it appertains.

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

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

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

c. in all other respects, all of the provisions of the Declaration shall include and apply to such additional portion, and to the owners, mortgagees and

lessees thereof, with equal meaning and of like force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 16th day of June, 1992.

Signed and acknowledged in the presence of:

Alice L. Jackson

Richard L. Loveland

THE QUALSTAN CORPORATION

By Julie D. Beshara
Julie D. Beshara, Assistant Secretary

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was acknowledged before me by Julie D. Beshara, Assistant Secretary of The Qualstan Corporation, an Ohio corporation, on its behalf, this 16th day of June, 1992.

Richard L. Loveland
Notary Public

RICHARD L. LOVELAND
ATTORNEY-AT-LAW
NOTARY PUBLIC, FOR THE STATE OF OHIO
LIFETIME COMMISSION

This instrument prepared by Richard L. Loveland, attorney at law, 50 West Broad Street, Columbus, Ohio 43215.

EXHIBIT A

EIGHTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Legal Description, Property Added
(0.732 acres)

Situated in the State of Ohio, County of Franklin, City of Columbus, in Virginia Military Survey No. 15022: Being a portion of Reserve "A" in Cross Creek Village Section No. 2, as shown of record in Plat Book 69, Pages 30, 31 and 32, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point in the curved north line of Springdale Boulevard (60 feet wide) and at the southwest corner of said Reserve "A";

thence N 0° 57' 27" W along a portion of the west line of said Reserve "A" a distance of 162.07 feet to a point;

thence N 88° 13' 07" E a distance of 205.00 feet to a point;

thence S 1° 46' 53" E a distance of 152.33 feet to a point in the north line of Springdale Boulevard and in the south line of said Reserve "A";

thence S 88° 13' 07" W along the north line of Springdale Boulevard and along a portion of the south line of Reserve "A" a distance of 53.06 feet to a point of curvature;

thence westerly along a portion of the curved north line of Springdale Boulevard, along the curved south line of said Reserve "A" and with a curve to the left, data of which is: radius = 1,230.00 feet and sub-delta = 7° 12' 19", a sub-chord distance of 154.58 feet bearing S 84° 36' 58" W to the place of beginning;

containing 0.732 acre of land more or less and being subject to all easements and restrictions of record.

The above description was prepared by Richard J. Bull, Ohio Surveyor No. 4723, of C.F. Bird and R.J. Bull, Inc., Consulting Engineers & Surveyors, Worthington, Ohio, from an actual field survey of Cross Creek Village Section No. 2, in September, 1988. Basis of bearings is said plat of Cross Creek Village Section No. 2.

Tax Parcel No: _____

Last Transfer: _____

Declarant's Mailing Address: The Qualstan Corporation
5084 Springdale Boulevard
Hilliard, Ohio 43026

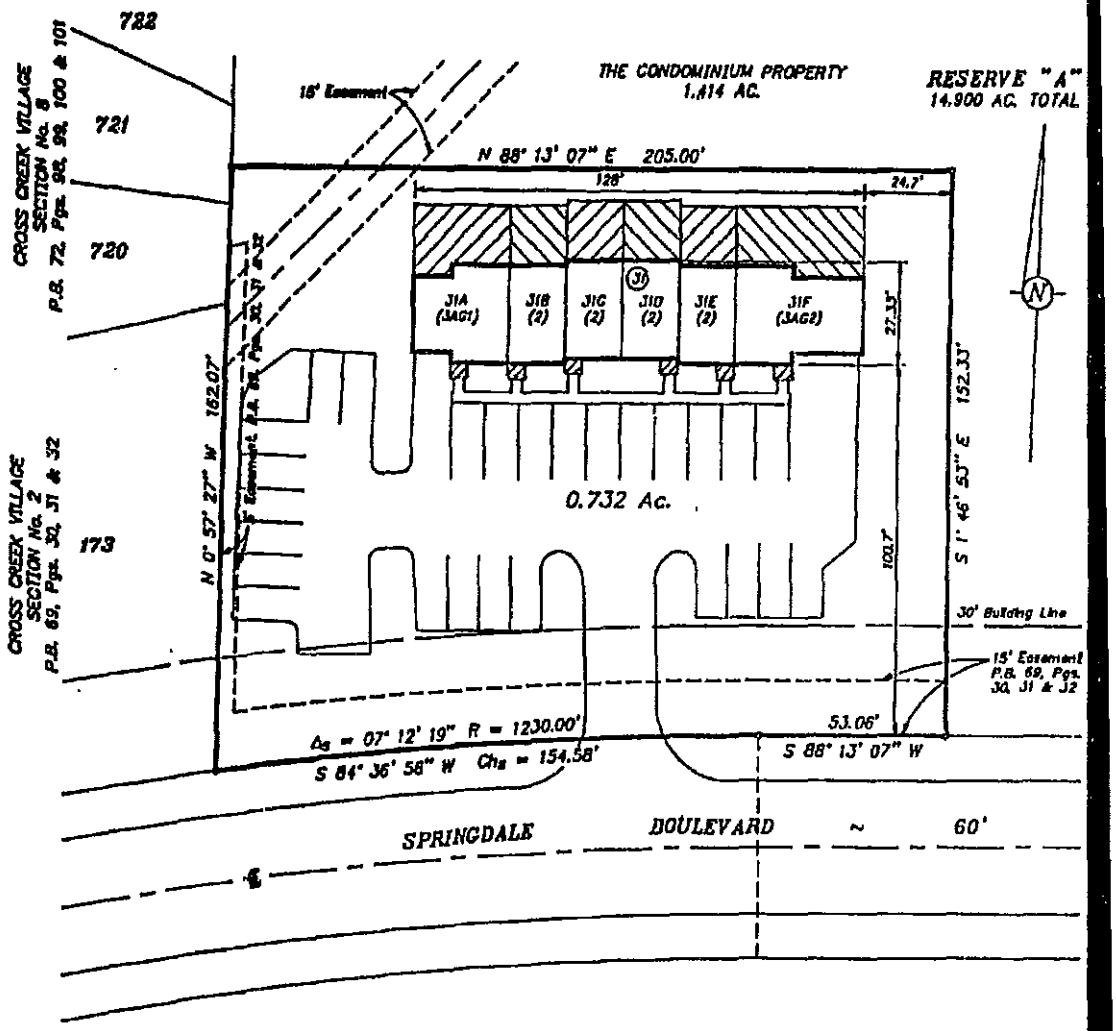


EXHIBIT "B"

EIGHTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
HILLIARD HEIGHTS
CONDOMINIUM

SKETCH SITE PLAN – THE PROPERTY ADDED
EIGHTH AMENDMENT
0.732 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

SCALE: 1" = 40'

Limited Common Areas

All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.

Indicates Iron Pin

Indicates Building Number

Indicates Unit Type

Indicates Unit Designation

~Prepared by~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Rd.
Worthington, Ohio 43235

EXHIBIT C

EIGHTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS:

Unit Designation	Unit Type	Par Value	Undivided Interest
1A	3AG2	1.13	.60%
1B	2	1.00	.53
1C	2	1.00	.53
1D	2	1.00	.53
1E	2	1.00	.53
1F	2	1.00	.53
2A	2	1.00	.53
2B	2	1.00	.53
2C	2	1.00	.53
2D	2	1.00	.53
2E	2	1.00	.53
2F	3AG1	1.11	.59
3A	2AG1	1.08	.58
3B	2	1.00	.53
3C	2DG1	1.08	.58
3D	2DG1	1.08	.58
3E	2	1.00	.53
3F	3AG1	1.11	.59
4A	2AG1	1.08	.58
4B	2	1.00	.53
4C	2DG1	1.08	.58
4D	2DG1	1.08	.58
4E	2	1.00	.53
4F	3AG1	1.11	.59
5A	3AG1	1.11	.59
5B	2	1.00	.53
5C	2	1.00	.53
5D	2	1.00	.53
5E	2	1.00	.53
5F	2AG1	1.08	.58
6A	2AG1	1.08	.58
6B	2	1.00	.53
6C	2	1.00	.53
6D	2	1.00	.53
6E	2	1.00	.53
6F	3AG1	1.11	.59
7A	2AG1	1.08	.58
7B	2	1.00	.53
7C	2	1.00	.53
7D	2	1.00	.53
7E	3AG2	1.13	.60
8A	3AG2	1.13	.60
8B	2	1.00	.53
8C	2	1.00	.53
8D	2	1.00	.53
8E	3AG1	1.11	.59

EXHIBIT C

EIGHTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
9A	3AG1	1.11	.59%
9B	2	1.00	.53
9C	2DG1	1.08	.58
9D	2DG1	1.08	.58
9E	2	1.00	.53
9F	3AG1	1.11	.59
10A	2AG1	1.08	.58
10B	2	1.00	.53
10C	2DG1	1.08	.58
10D	2DG1	1.08	.58
10E	2	1.00	.53
10F	3AG1	1.11	.59
11A	2	1.00	.53
11B	2	1.00	.53
11C	2DG1	1.08	.58
11D	2DG1	1.08	.58
11E	2	1.00	.53
12A	2	1.00	.53
12B	2	1.00	.53
12C	2DG1	1.08	.58
12D	2DG1	1.08	.58
12E	2	1.00	.53
13A	2	1.00	.53
13B	2	1.00	.53
13C	2DG1	1.08	.58
13D	2DG1	1.08	.58
13E	2	1.00	.53
14A	2	1.00	.53
14B	2	1.00	.53
14C	2DG1	1.08	.58
14D	2DG1	1.08	.58
14E	2	1.00	.53
15A	3AG1	1.11	.59
15B	2	1.00	.53
15C	2	1.00	.53
15D	2	1.00	.53
15E	2	1.00	.53
15F	3AG1	1.11	.59
16A	3AG1	1.11	.59
16B	2	1.00	.54
16C	2	1.00	.54
16D	2	1.00	.54
16E	2	1.00	.54
16F	3AG1	1.11	.59

EXHIBIT C

EIGHTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
17A	3AG2	1.13	.60%
17B	2	1.00	.54
17C	2	1.00	.54
17D	2	1.00	.54
17E	2	1.00	.54
17F	2AG1	1.08	.58
18A	3AG1	1.11	.59
18B	2	1.00	.54
18C	2	1.00	.54
18D	2	1.00	.54
18E	2	1.00	.54
18F	2AG2	1.10	.59
19A	3AG1	1.11	.59
19B	2	1.00	.54
19C	2	1.00	.54
19D	2	1.00	.54
19E	2	1.00	.54
19F	3AG1	1.11	.59
20A	3AG1	1.11	.59
20B	2	1.00	.54
20C	2	1.00	.54
20D	2	1.00	.54
20E	2	1.00	.54
20F	3AG1	1.11	.59
21A	3AG2	1.13	.60
21B	2	1.00	.54
21C	2	1.00	.54
21D	2	1.00	.54
21E	2	1.00	.54
21F	3AG1	1.11	.59
22A	3AG1	1.11	.59
22B	2	1.00	.54
22C	2	1.00	.54
22D	2	1.00	.54
22E	2	1.00	.54
22F	3AG2	1.13	.60
23A	3AG1	1.11	.59
23B	2	1.00	.54
23C	2	1.00	.54
23D	2	1.00	.54
23E	2	1.00	.54
23F	3AG1	1.11	.59
24A	3AG1	1.11	.59
24B	2	1.00	.54
24C	2	1.00	.54
24D	2	1.00	.54
24E	2	1.00	.54
24F	3AG1	1.11	.59

EXHIBIT C

EIGHTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

I. EXISTING UNITS (Continued):

Unit Designation	Unit Type	Par Value	Undivided Interest
25A	3AG2	1.13	.60%
25B	2	1.00	.54
25C	2	1.00	.54
25D	2	1.00	.54
25E	2	1.00	.54
25F	3AG1	1.11	.59
26A	3AG1	1.11	.59
26B	2	1.00	.54
26C	2	1.00	.54
26D	2	1.00	.54
26E	2	1.00	.54
26F	3AG2	1.13	.60
27A	3AG1	1.11	.59
27B	2	1.00	.54
27C	2	1.00	.54
27D	2	1.00	.54
27E	2	1.00	.54
27F	3AG1	1.11	.59
28A	3AG1	1.11	.59
28B	2	1.00	.54
28C	2	1.00	.54
28D	2	1.00	.54
28E	2	1.00	.54
28F	3AG1	1.11	.59
29A	3AG2	1.13	.60
29B	2	1.00	.54
29C	2	1.00	.54
29D	2	1.00	.54
29E	2	1.00	.54
29F	3AG1	1.11	.59
30A	3AG1	1.11	.59
30B	2	1.00	.54
30C	2	1.00	.54
30D	2	1.00	.54
30E	2	1.00	.54
30F	3AG2	1.13	.60

II. UNITS ADDED HEREBY:

Unit Designation	Unit Type	Par Value	Undivided Interest
31A	3AG1	1.11	.59
31B	2	1.00	.54
31C	2	1.00	.54
31D	2	1.00	.54
31E	2	1.00	.54
31F	3AG2	1.13	.60
		Total	100.00%

EXHIBIT C

EIGHTH AMENDMENT
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM

Unit Description Sheet

Unit Types

TYPE 2 - Two bedroom Unit, with a one room basement, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor. Contains a total of six rooms, counting the basement and bath as each one room, and 1,118 gross interior square feet, meaning the gross square feet of the Unit at all levels, including interior walls, measured from the inside of the Unit's exterior perimeter walls.

TYPE 2DG1 - Same as Type 2, except that it has as an appurtenant Limited Common Area the exclusive use of a parking space in a detached two car garage.

TYPE 2AG1 - Two bedroom Unit, with a one room basement, an attached single story one car garage, a kitchen-dining room and living room on the first floor, and two bedrooms and a full bath on the second floor, contains a total of seven rooms, counting the basement, garage, and bath as each one room, and 1,337 gross interior square feet.

TYPE 2AG2 - Same as Type 2AG1, except the attached garage is a two car garage, and the Unit contains 1,498 gross interior square feet.

TYPE 3AG1 - Three bedroom Unit, with a one room basement, an attached one car garage, and a kitchen-dining room and living room on the first floor, and three bedrooms and a full bath on the second floor. Contains a total of eight rooms, counting the basement, garage and bath as each one room, and 1,511 gross interior square feet.

TYPE 3AG2 - Same as Type 3AG1, except the attached garage is a two car garage, and the Unit contains 1,672 gross interior square feet.

Par Values

Type	Par Value
2	1.00
2DG1	1.08
2AG1	1.08
2AG2	1.10
3AG1	1.11
3AG2	1.13

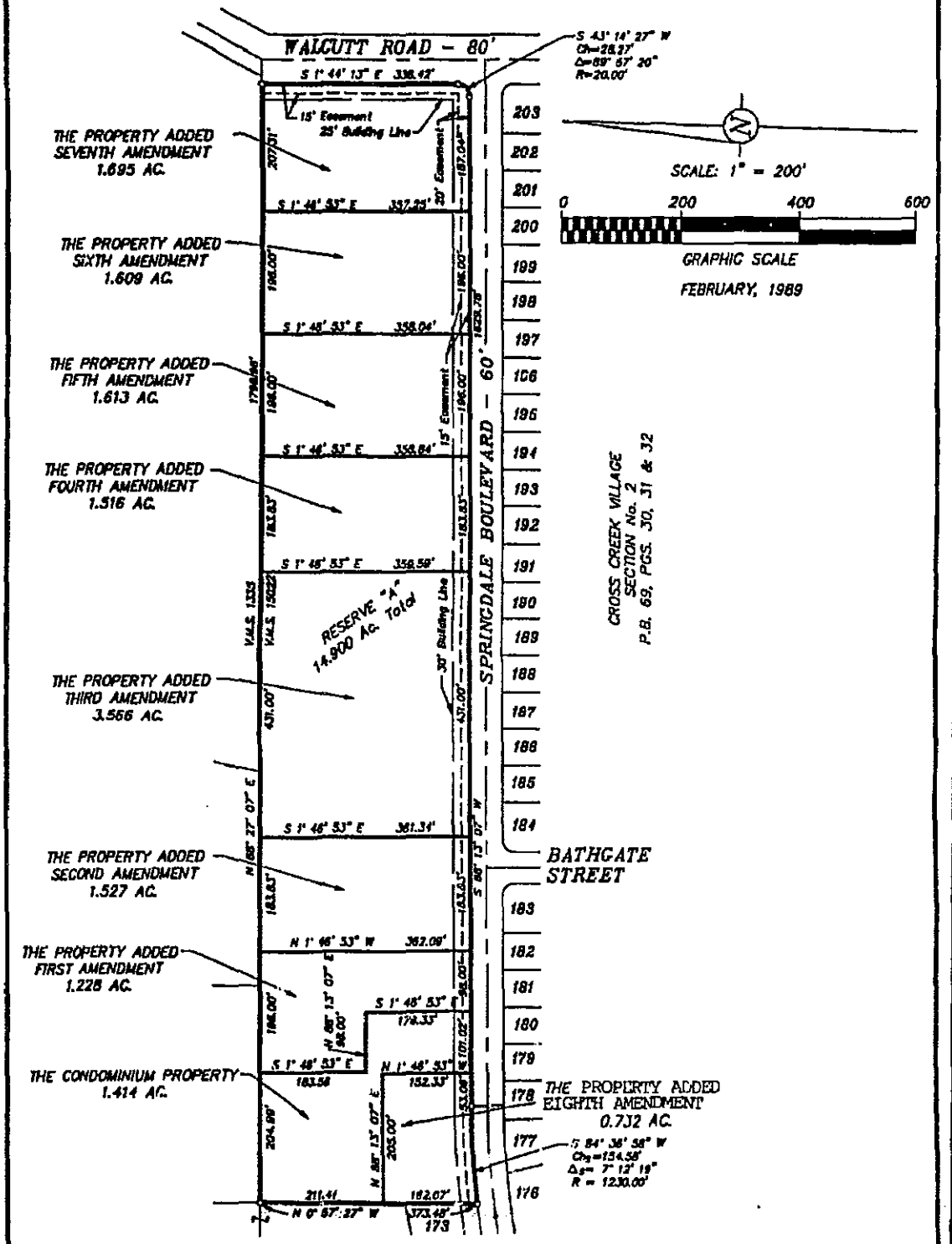


EXHIBIT "D"
EIGHTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
HILLIARD HEIGHTS CONDOMINIUM
PLOT PLAN – ENTIRE TRACT

~Prepared By~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Rd.
Worthington, Ohio 43235

27469I20

1 10 P.M.

TIME _____ M
RECORDED FRANKLIN CO., OHIO

SEP 19 1994

RICHARD B. METCALF, RECORDER
RECORDER'S FEE $ 20.00

169331

AMENDMENT TO THE DECLARATION OF HILLIARD HEIGHTS CONDOMINIUM

Auditor's Certificate

This is to certify that a copy of this Amendment to the Declaration of Hilliard Heights Condominium has been filed with the Auditor of Franklin County, Ohio, this 19th day of Sept., 1994.

AUDITOR OF FRANKLIN COUNTY, OHIO

By: Thomas McFarland Deputy

This Instrument prepared by Charles T. Williams, Attorney at Law, Schottenstein, Treneff & Williams, 341 S. Third St., Ste. 300, Columbus, Ohio 43215-5444.

MAIL

TRANSFER NOT NECESSARY
SEP 19 1994
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

27469J01

AMENDMENT TO THE DECLARATION OF HILLIARD HEIGHTS CONDOMINIUM

This Amendment to the Declaration of Hilliard Heights Condominium is made this 14th day of September, 1994.

R E C I T A L S

A. Hilliard Heights Condominium is a condominium created under Ohio's condominium law pursuant to the filing of a declaration of condominium dated June 27, 1989, and recorded in Official Record 13673, page A-01 of Franklin County, Ohio.

B. Pursuant to Article XIX of the Declaration of June 27, 1989, and the provisions of Ohio Revised Code Section 5311, the undersigned officers of the condominium hereby certify that the following amendment has been promulgated according to the terms of Article XIX of the Declaration and that at least 75% of all unit owners have consented to the following amendment.

NOW THEREFORE, the Declaration of Condominium of June 27, 1989, is hereby amended to add new subsection (r) to Article III, Section 2, Restrictions, to read as follows:

(r) Limitation of Multiple Ownership of Units

No member of the Association shall be the owner, either directly or indirectly, as an individual, or as a minority or majority owner of a corporation, or as general or limited partner in any partnership, or as a trustee of any trust, of more than one (1) unit in the condominium. Those members of the Association who own either directly or indirectly more than one (1) unit in the condominium prior to the effective date of this provision shall be exempt from the effect of this rule for those units in the Condominium owned by them prior to the effective date of this provision. Thereafter, this rule shall apply to all members of the Association. The Association shall have the power to enforce this provision by commencing an action and seeking an Order in any Court of competent jurisdiction to sell, at public or private sale, the offending unit, and shall charge all costs of such sale and enforcement, including reasonable attorney fees, to the unit owner violating this provision.

Notwithstanding the foregoing, the Association shall be bound by the provisions of article XX, Section 2., relating to arbitration prior to the filing of any legal action.

C. All other provisions of the Declaration of June 27, 1989, not modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the President and Secretary of the Hilliard Heights Condominium Association have hereunto set their hands this 14th day of September, 1994.

WITNESS

WITNESS

Carolyn M. Cooper
PRESIDENT

Jane A. Whitman
SECRETARY

ACKNOWLEDGEMENT

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named Carolyn M. Cooper and Jane A. Whitman ~~and~~ as President and Secretary respectively, and swore the signing hereof to be of their own free and voluntary act and that the same is true this 14th day of September, 1994.

Leslie A. Kramer
NOTARY PUBLIC

LESLIE A. KRAMER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 30, 1997

200411230269112
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11/23/2004 2:37PM MLCHARLES T W
Robert G. Montgomery
Franklin County Recorder

TENTH AMENDMENT TO THE DECLARATION AND BYLAWS OF HILLIARD HEIGHTS CONDOMINIUM

Auditor's Certificate

This is to certify that a copy of this Amendment to the Declaration of Hilliard Heights Condominium has been filed with the Auditor of Franklin County, Ohio, this 23rd day of Nov., 2004.

AUDITOR OF FRANKLIN COUNTY, OHIO

By: Joseph W. Testa / Diane E. Lemmerz D.A.

This Instrument prepared by Charles T. Williams, Attorney at Law, 555 South Front, Suite 320, Columbus, Ohio 43215-5668.

RECEIVED
JOSEPH W. TESTA
NOV 23 2004
FRANKLIN COUNTY AUDITOR
BY
DEPUTY COUNTY AUDITOR

TENTH AMENDMENT TO THE DECLARATION AND BYLAWS OF HILLIARD HEIGHTS CONDOMINIUM

This Amendment to the Declaration of Hilliard Heights Condominium is made this 16th day of November, 2004.

RECITALS

A. Hilliard Heights Condominium is a condominium created under Ohio's condominium law pursuant to the filing of a declaration of condominium recorded on July 6, 1989, in Official Record 13673, page A-01 of Franklin County, Ohio; and as further amended in Official Record Volume 13745, Page A-09,13889, Page C-10, 14060, Page H-20, 14397, Page A-07, 14540, Page G-13, 14612, Page D-03, 14659, Page F-12, 19710, Page B-16, and 27469, Page I-20, Franklin County Records.

B. Pursuant to the provisions of Ohio Revised Code Chapter 5311.05 (E)(1)(c), the undersigned officers of the condominium hereby certify that the following amendment has been promulgated according to the terms of Ohio Revised Code Chapter 5311.05 (E)(1)(c), that a duly called and noticed meeting of the Board of Directors of the Association was held where a quorum of Directors was present, and that at least of majority of the Directors present voted in favor of the following amendment.

C. The purpose of the following amendment is to bring the Declaration of Condominium of July 6, 1989, and all amendments thereto into compliance with the legislation amending Ohio's condominium law, Ohio Revised Code Chapter 5311, which became effective on July 20, 2004.

NOW THEREFORE, the Declaration of Condominium of July 6, 1989, and all amendments thereto, is amended to read as follows:

D. New paragraph shall be added to Article IV, Section 12. (f) of the Bylaws, as follows:

"Prior to imposing a charge for damages or an enforcement assessment as allowed by Ohio law [ORC 5311.081(B)(12)], the Board shall provide the unit owner a written notice that includes all of the following: 1. A description of the property damage or violation, 2. The amount of the proposed charge or assessment, 3. A statement that the owner has a right to a hearing before the board of directors to contest the proposed charge or assessment, 4. A statement setting forth the procedures to request a hearing, and 5. A reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment.

"To request a hearing, the unit owner must deliver a written notice to the Board not later than the 10th day after receiving the notice required by the above provision. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an

enforcement assessment pursuant to the above provisions.

"The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this rule. The Board may, as part of its decision, allow a reasonable time to cure the violation, before imposing the charge or assessment.

"After a hearing under this rule, the Board shall deliver to the unit owner a written notice of the charge or assessment within 30 days of the date of the hearing.

"Any written notice under this rule may be delivered to the unit owner or any occupant of the unit by personal delivery, by certified mail, return receipt requested, or by regular mail."

E. There shall be added to Article XV, Section 5 (d). of the Declaration, the following new paragraph:

"The lien amount may include all assessments chargeable against the unit, interest, administrative late fees, enforcement assessments, collection costs, attorney fees, and paralegal fees."

F. A new paragraph shall be added to Article III, Section 2. (g) of the Declaration to read:

"Any tenant violating any provision of the Declaration, Bylaws, or Rules and Regulations of the condominium shall be subject to eviction pursuant to Ohio law. The eviction shall be brought by the Association, in the name of the owner as agent for the unit owner. Before initiating an eviction, the Board shall give the unit owner at least ten (10) days written notice of the intended eviction action. The costs of the eviction shall be a charge to the unit owner and shall be subject to a special assessment against the offending unit and made a lien against that unit."

G. A new paragraph shall be added to Article XV, Section 5 (a) of the Declaration, to read:

"The Association shall credit all payments received by a unit owner in the following priority: 1. To interest, 2. To administrative late fees, 3. To collection costs, attorney fees, and paralegal fees, 4. To the principal amounts owed to the Association for common assessments, enforcement assessments, penalty assessments or any other charges owed to the Association."

H. Subsection (g) of Article IV, Section 12., of the Bylaws shall be deleted and replaced in its entirety, to read:

"The Board may suspend the voting privileges and use of recreational facilities of a

unit owner who is delinquent in the payment of assessments for more than thirty (30) days."

I. New subsection (m) shall be added to Article IV, Section 12 of the Bylaws to read:

"The Board may impose reasonable charges for preparing, recording or copying amendments to the declaration, resale certificates, or statements of unpaid assessments."

J. A new paragraph shall be added to Article VII, Section 2., of the Declaration to read:

"Within 30 days after a unit owner obtains a unit, the owner shall provide the Board with the following information: 1. The home address, home and business mailing addresses, and home and business telephone numbers of the unit owner and all occupants of the unit; 2. The name, business address, and business telephone number of any person who manages the owner's unit as an agent of that owner. In addition, within 30 days after a change in any of the above information, a unit owner shall notify the association, through the Board, in writing of the change. When the Board requests, a unit owner shall verify or update the information."

K. A new paragraph shall be added to Article IV, Section 5., of the Bylaws, to read:

"Board members shall be elected from among the unit owners or spouses of unit owners. If the unit owner is not an individual, that unit owner may nominate for the Board any principal, member of a limited liability company, partner, director, officer, or employee of that unit owner."

L. A new paragraph shall be added to Article IV, Section 8., of the Bylaws to read:

"Board meetings may be conducted by any method of communication, including electronic, telephonic, by computer, or otherwise, as long as each member of the Board can hear, participate, and respond."

M. A new sentence shall be added to Section 3. (a)(5) of Article XV, of the Declaration, to read:

"Any profits from operations shall be applied to reserves at the end of the fiscal year of the Association."

N. Add new phrase to the end of the last sentence, after the semicolon, of Article XV, Section 3.(a)(1) e. of the Declaration, to read:

"; provided that the amount set aside annually for reserves shall not be less than ten percent of the budget for that year unless the reserve requirement is waived annually by the unit owners exercising not less than a majority of the voting power of the unit

owners association;"

O. All other provisions of the Declaration of July 6, 1989, and all amendments thereto not modified herein, shall remain in full force and effect. To the extent that this Amendment conflicts with any prior amendment, this Amendment shall control.

P. The effective date of this Amendment shall be the date of recording with the Franklin County Recorder.

IN WITNESS WHEREOF, the President and Secretary of Hilliard Heights Condominium Association have hereunto set their hands this 16 day of Nov, 2004.

President

Beverly Mumper
Printed

Secretary

Sheila Shroyer
Printed

ACKNOWLEDGMENT

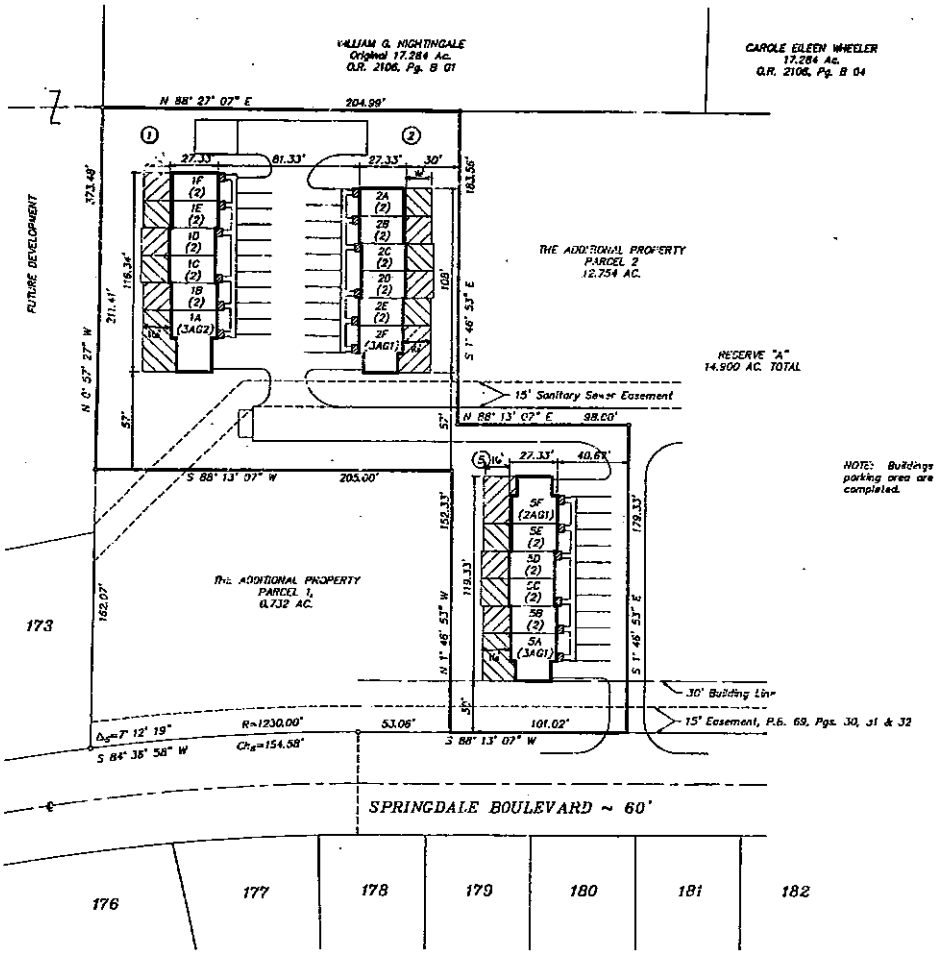
STATE OF OHIO
COUNTY OF FRANKLIN ss:

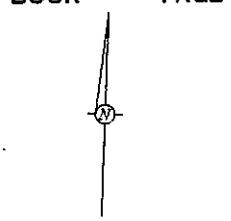
Before me, a Notary Public, personally appeared the above-named Beverly Mumper and Sheila Shroyer, President and Secretary respectively and swore the signing hereof to be of their own free and voluntary act and that the same is true this 16th day of November, 2004.

Susan A Rasmussen
NOTARY PUBLIC

SUSAN A. RASMUSSEN
Notary Public, State of Ohio
My Commission Expires 05-11-09

COND. PLAT BOOK 44 PAGE 39





REVISED MAR. 1, 1989
REVISED JUNE 23, 1989

NOTE: Buildings and blacktop parking area are not yet completed.

TIME 4:00 P.M.
RECORDED FRANKLIN CO., OHIO
JUL 6 1989
JOSEPH W. TESTA, RECORDER
RECORDER'S FEE $ 176.00

FOR REFERENCE PLEASE SEE
O.R. VOL 13673 PAGE A-1
Inst 70660

LEGEND

- Limited Common Area
- All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.
- Indicates Iron Pin
- (12) Indicates Building Number
- (2) Indicates Unit Type
- 2A Indicates Unit Designation

CROSS CREEK VILLAGE ~ SECTION NO. 2
P.B. 69, Pgs. 30, 31 & 32

Basis of bearings is said plat of Cross Creek Village Section No. 2 Plat Book 69, pgs. 30, 31, 32. RH

We do hereby certify that these drawings of HILLIARD HEIGHTS CONDOMINIUM show all buildings as constructed.

STATE OF OHIO RICHARD J. BULL 5413 REGISTERED SURVEYOR

Richard J. Bull
Richard J. Bull
Registered Surveyor Ohio No. 4753

By
Jerald E. Hasbrouck
Registered Engineer Ohio No. 42112

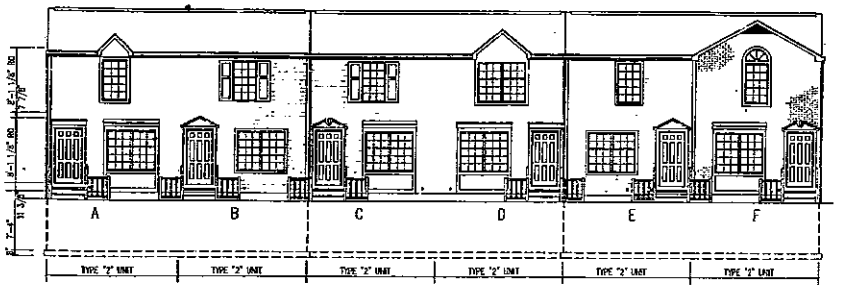
STATE OF OHIO JERALD E. HASBROUCK 42112 REGISTERED PROFESSIONAL ENGINEER

Prepared By:
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Road
Worthington, Ohio 43235

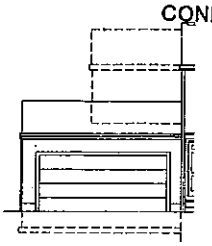
CONDOMINIUM DRAWINGS
FOR
HILLIARD HEIGHTS
CONDOMINIUM
SITE PLAN - THE CONDOMINIUM PROPERTY
1.414 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

CC/HAEYA

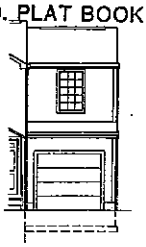
SHEET NO. 1 OF 3



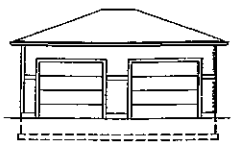
FRONT ELEVATION



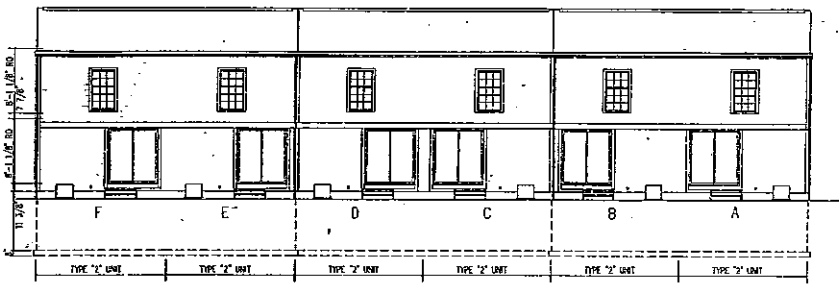
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



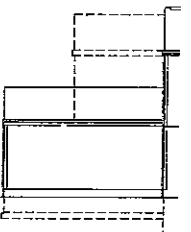
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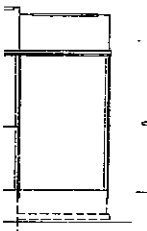
TYPE "2" UNIT BECOMES TYPE 2OG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



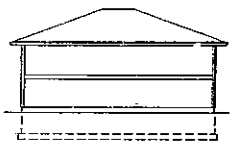
REAR ELEVATION



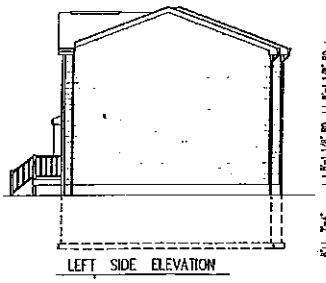
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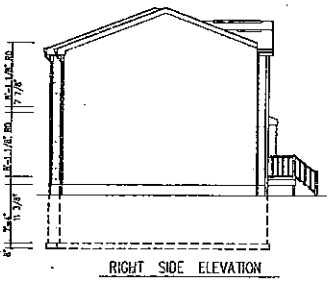
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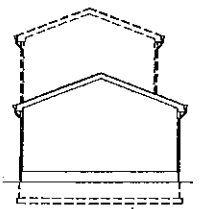
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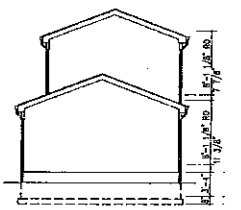
LEFT SIDE ELEVATION



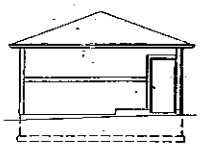
RIGHT SIDE ELEVATION



TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



TYPE "2" UNIT BECOMES TYPE 2OG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

40

HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
6280 BUSCH BOULEVARD – SUITE 30 – COLUMBUS, OHIO 43229
614-868-8918

STATE OF OHIO
JERALD E. HASBROUCK
42112
REGISTERED PROFESSIONAL ENGINEER

THE QUALSTAN CORPORATION

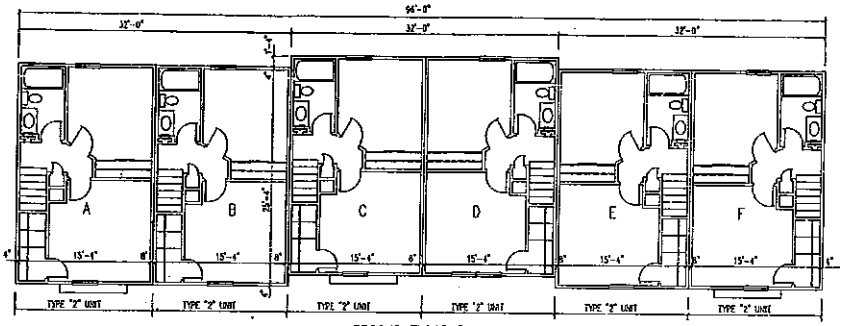
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date: 4/17/89		892123

TOWNHOUSE CONDOMINIUM

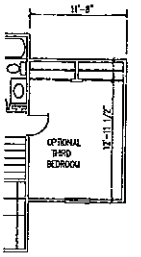
SIX FAMILY w/ OPT GARAGES EXTERIOR ELEVATIONS

2 of 3

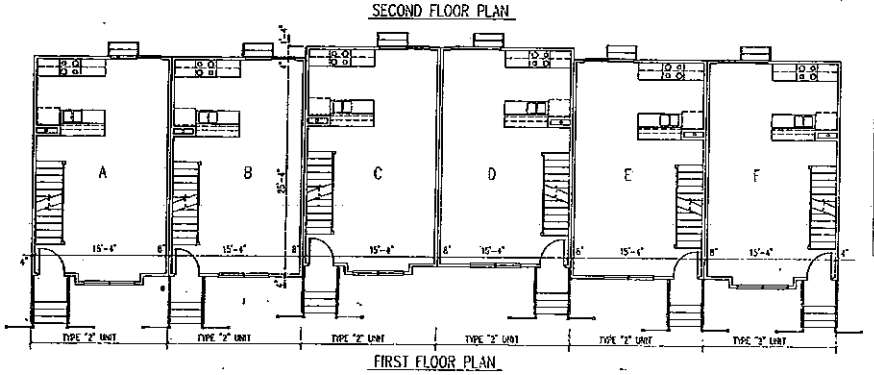
COND. PLAT BOOK 44 PAGE 41



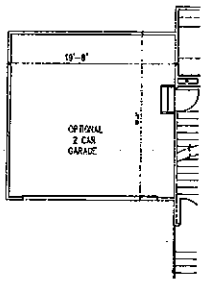
SECOND FLOOR PLAN



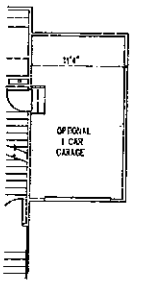
UNIT BECOMES TYPE 3AG1 OR 3AG2 IF OPTION ADDED



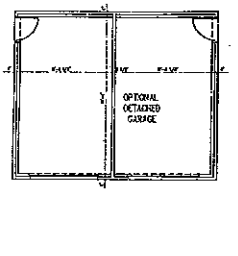
FIRST FLOOR PLAN



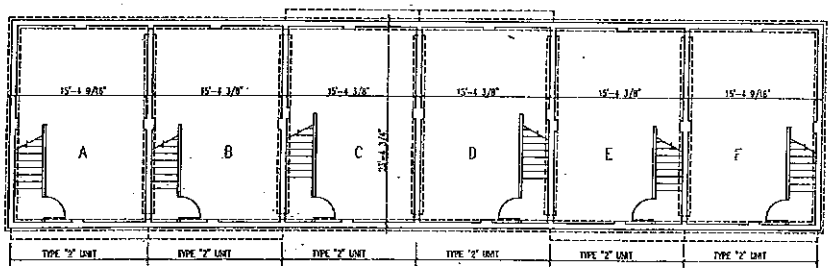
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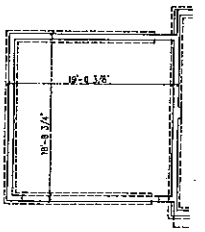
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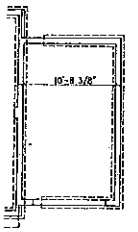
TYPE "2" UNIT BECOMES TYPE 2OG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



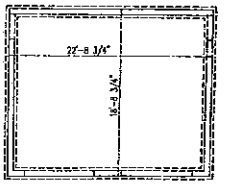
BASEMENT PLAN



TYPE "2" UNIT BECOMES TYPE 2AG2 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2AG1 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2OG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

STATE OF OHIO
JERALD E. HASBROUCK
42112
REGISTERED
PROFESSIONAL ENGINEER

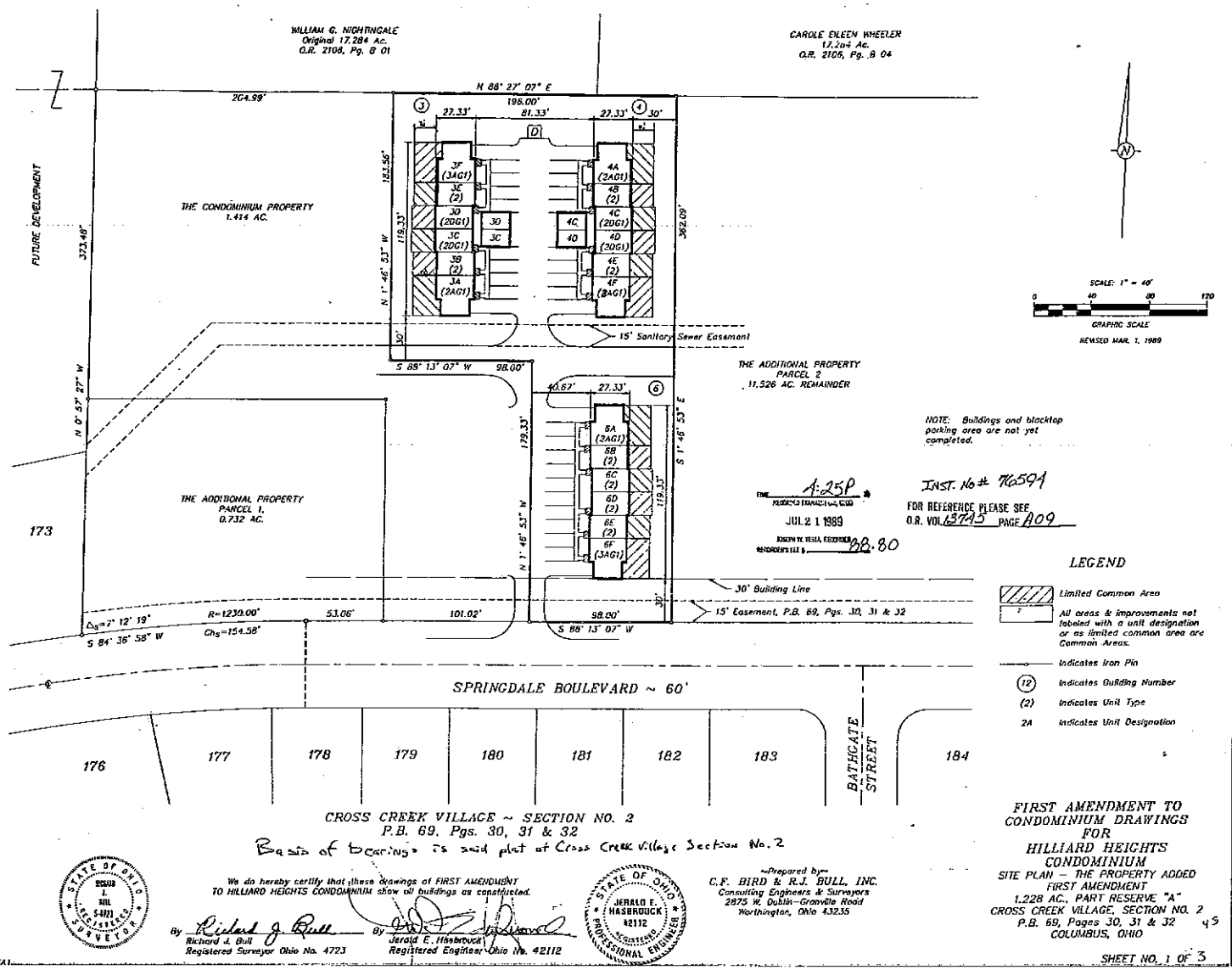
HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
8200 BUSCH BOULEVARD - SUITE 30 - COLUMBUS, OHIO 43229
614-568-3818

THE QUALSTAN CORPORATION

scale: 1/8" = 1'-0"	approved by: JEH	drawn: SDJ
date: 4/17/89		892123

TOWNHOUSE CONDOMINIUM

SIX FAMILY BLDG w/ OPT. GARAGE | 3 of 3



NOTE: Buildings and blacktop parking area are not yet completed.

TIME 1:25P
RECORDED TRANSFER AND CLOD
JUL 2 1 1989
JOSEPH W. TESTA, RECORDER
RECORDER'S FEE $ 28.80

INST. No # 76594
FOR REFERENCE PLEASE SEE
O.R. VOL. 3745 PAGE A09

LEGEND

- Limited Common Area
- All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.
- Indicates Iron Pin
- (12) Indicates Building Number
- (2) Indicates Unit Type
- 2A Indicates Unit Designation

CROSS CREEK VILLAGE ~ SECTION NO. 2
P.B. 69, Pgs. 30, 31 & 32

Basis of bearings is said plat of Cross Creek Village Section No. 2

We do hereby certify that these drawings of FIRST AMENDMENT TO HILLIARD HEIGHTS CONDOMINIUM show all buildings as constructed.

STATE OF OHIO RICHARD J. BULL S-4723 REGISTERED SURVEYOR

By Richard J. Bull
Richard J. Bull
Registered Surveyor Ohio No. 4723

By Jerald E. Hasbrouck
Jerald E. Hasbrouck
Registered Engineer Ohio No. 42112

STATE OF OHIO JERALD E. HASBROUCK 42112 REGISTERED PROFESSIONAL ENGINEER

Prepared by:
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2175 W. Dublin-Granville Road
Worthington, Ohio 43235

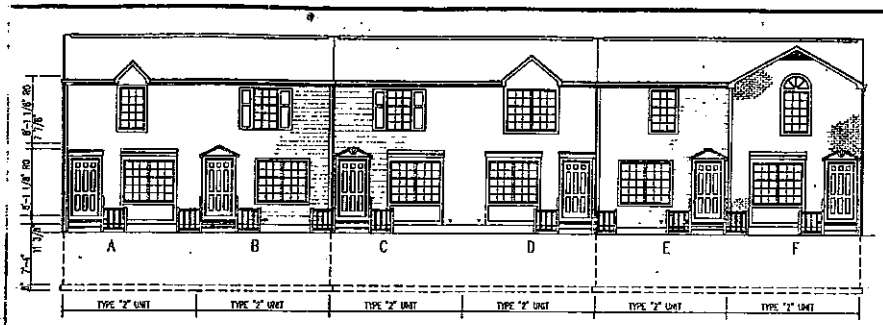
FIRST AMENDMENT TO CONDOMINIUM DRAWINGS FOR HILLIARD HEIGHTS CONDOMINIUM

SITE PLAN – THE PROPERTY ADDED FIRST AMENDMENT
1.228 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

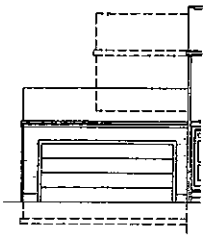
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SHEET NO. 1 OF 3

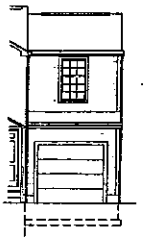
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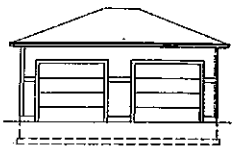
FRONT ELEVATION



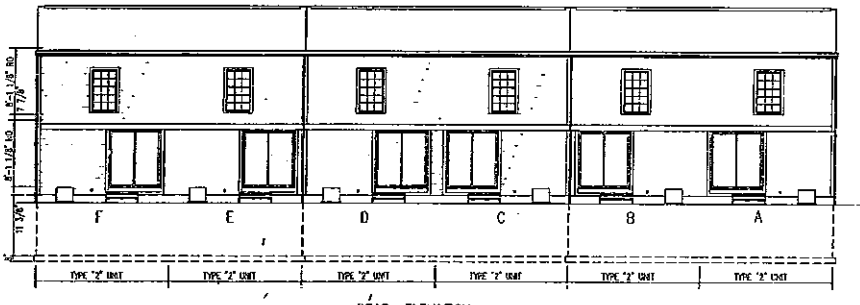
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



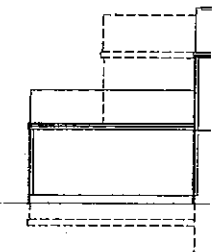
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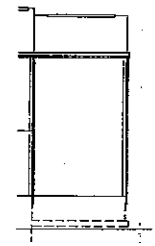
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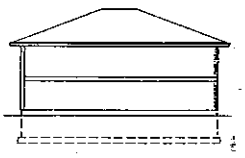
REAR ELEVATION



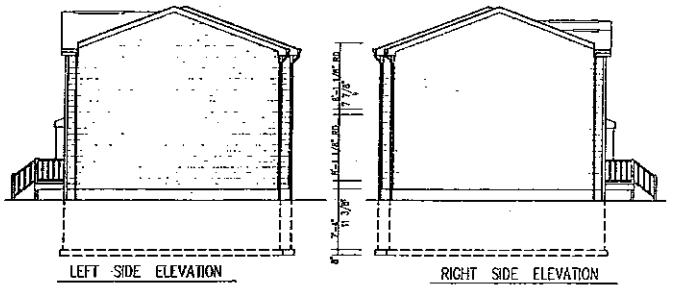
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.

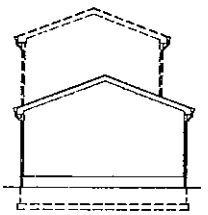


TYPE "2" UNIT BECOMES TYPE 2OG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

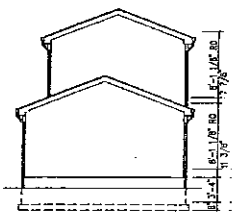


LEFT SIDE ELEVATION

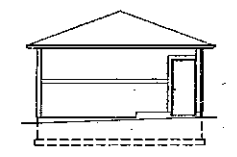
RIGHT SIDE ELEVATION



TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



TYPE "2" UNIT BECOMES TYPE 2OG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

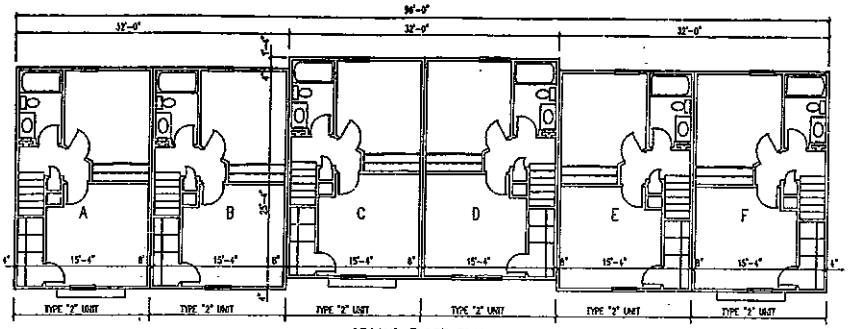
HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
8520 BUSCH BOULEVARD - SUITE 30 - COLUMBUS, OHIO 43229
614-888-5918

THE QUALSTAN CORPORATION

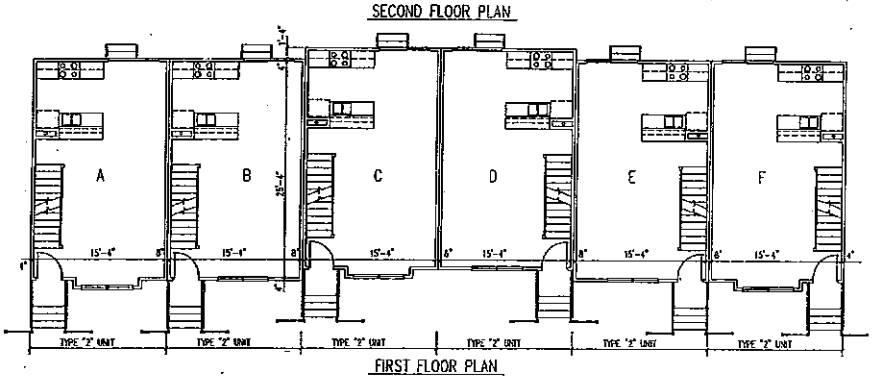
scale: 1/8" = 1'-0"	approved by: JEH	drawn: SDJ
date: 4/17/89		892125

TOWNHOUSE CONDOMINIUM 44

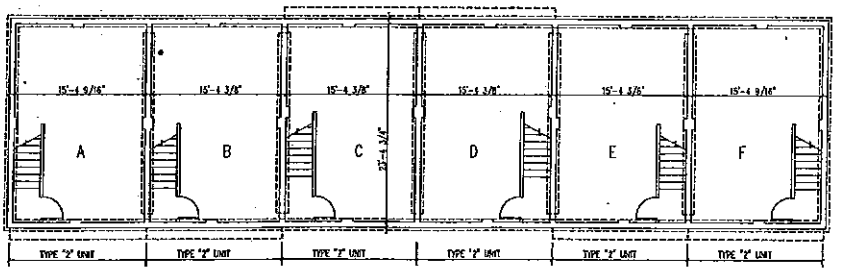
SIX FAMILY w/ OPT GARAGES EXTERIOR ELEVATIONS 2 of 3



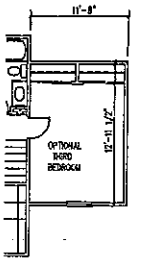
SECOND FLOOR PLAN



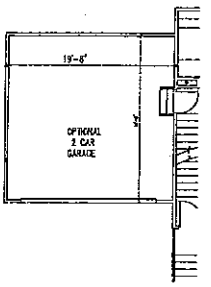
FIRST FLOOR PLAN



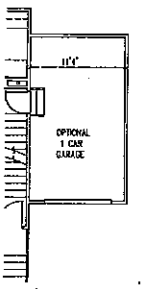
BASEMENT PLAN



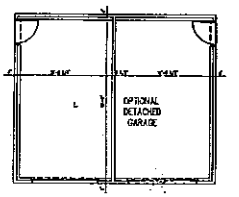
UNIT BECOMES TYPE 2A01 OR 2A02 IF OPTION ADDED



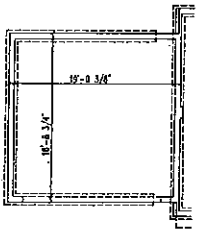
TYPE "2" UNIT BECOMES TYPE 2A02 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



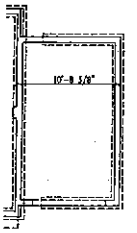
TYPE "2" UNIT BECOMES TYPE 2A01 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



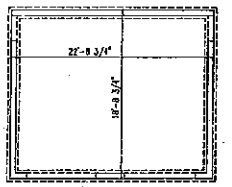
TYPE "2" UNIT BECOMES TYPE 2001 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



TYPE "2" UNIT BECOMES TYPE 2A02 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2A01 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2001 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

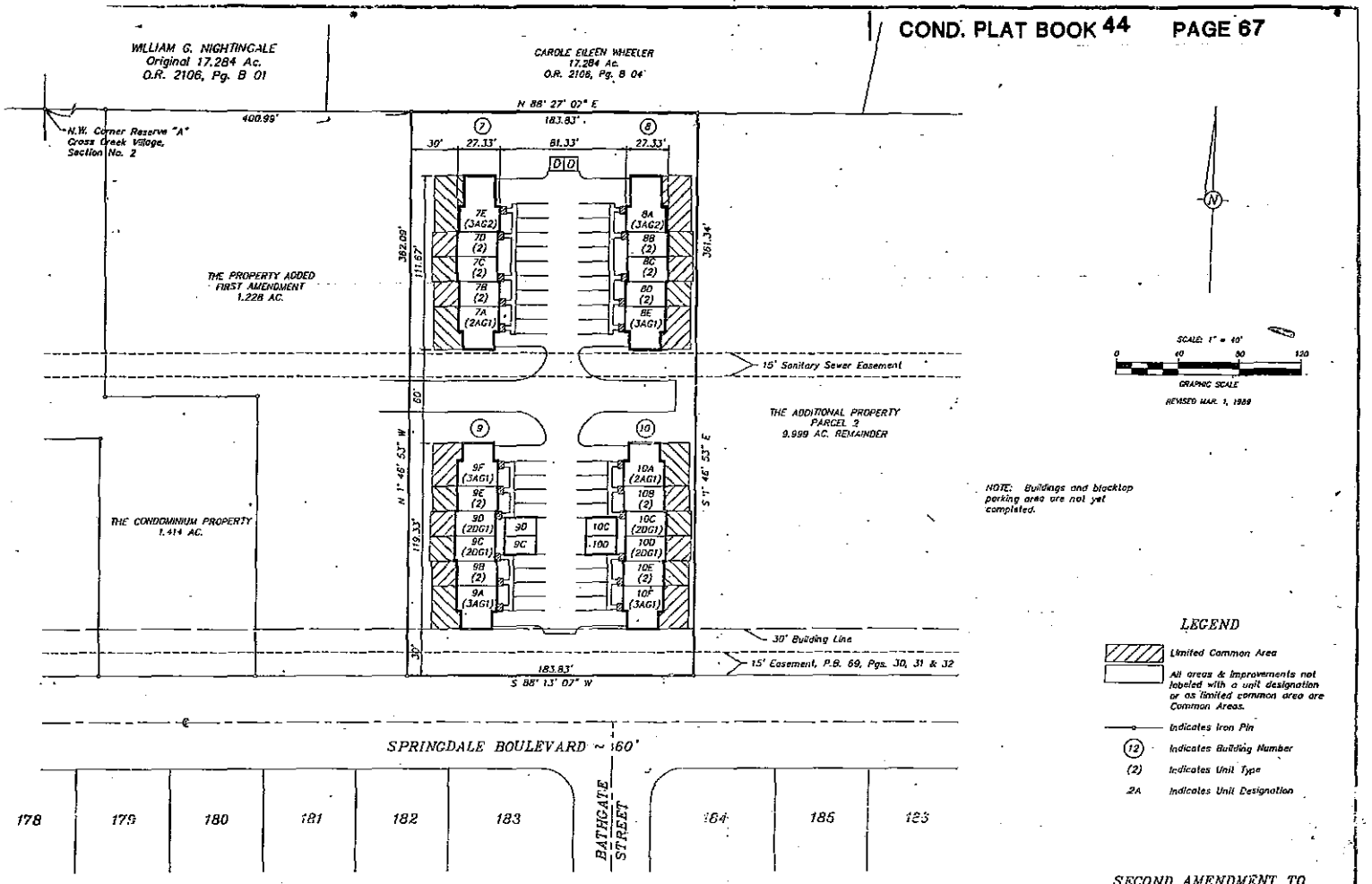
HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
5280 BUSCH BOULEVARD – SUITE 30 – COLUMBUS, OHIO 43229
614-888-8918

THE QUALSTAN CORPORATION

scale: 1/8" = 1'-0"	approved by: JH	drawn: SDJ
date: 4/17/89		892223

TOWNHOUSE CONDOMINIUM 45

SIX FAMILY BLDG w/ OPT. GARAGE 3 OF 3



REVISED MAR. 1, 1989

NOTE: Buildings and blacktop parking area are not yet completed.

LEGEND

- Limited Common Area
- All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.
- Indicates Iron Pin
- (12) Indicates Building Number
- (2) Indicates Unit Type
- 2A Indicates Unit Designation

CROSS CREEK VILLAGE ~ SECTION NO. 2
P.B. 69, Pgs. 30, 31 & 32

Basis of bearings is plat of Cross Creek Village Section No. 2, September 1988.

SECOND AMENDMENT TO CONDOMINIUM DRAWINGS FOR HILLIARD HEIGHTS CONDOMINIUM
SITE PLAN — THE PROPERTY ADDED SECOND AMENDMENT
1.527 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

SHEET NO. 1 OF 5

STATE OF OHIO RICHARD J. BULL 4723 REGISTERED SURVEYOR

We do hereby certify that these drawings of SECOND AMENDMENT TO HILLIARD HEIGHTS CONDOMINIUM show all buildings as constructed.

By Richard J. Bull
Richard J. Bull
Registered Surveyor Ohio No. 4723

By Jerald E. Hasbrouck
Registered Engineer Ohio No. 42112

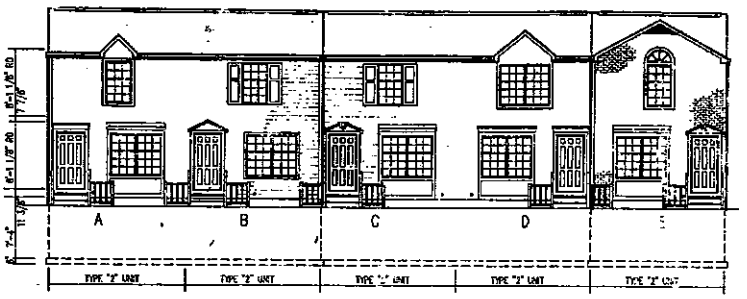
STATE OF OHIO JERALD E. HASBROUCK 42112 REGISTERED PROFESSIONAL ENGINEER

~Prepared by~
C.P. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Road
Worthington, Ohio 43235

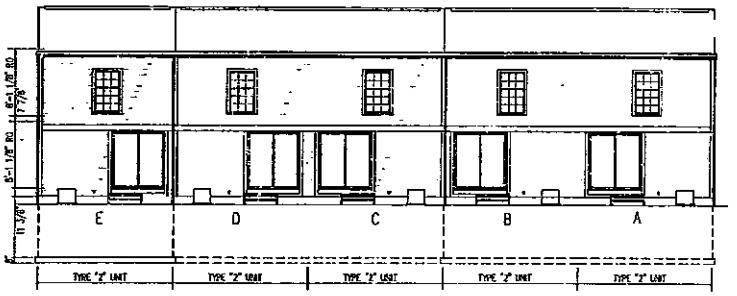
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AUG 18 1989
135

REFERENCE PLEASE SEE
VOL. 13889 PAGE 210
INSTNO 88607

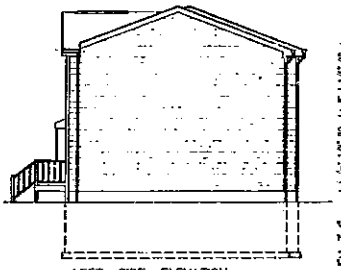
CCVAEXA2



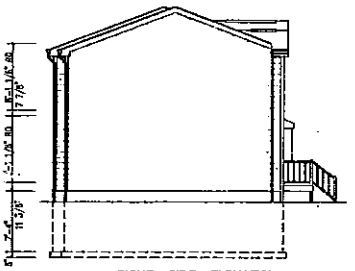
FRONT ELEVATION



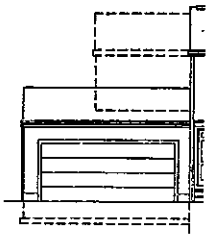
REAR ELEVATION



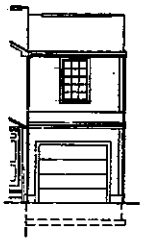
LEFT SIDE ELEVATION



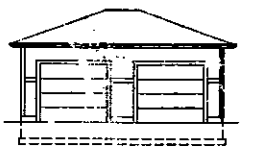
RIGHT SIDE ELEVATION



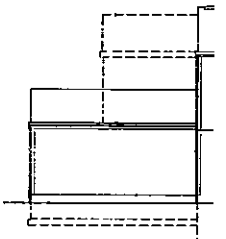
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & E



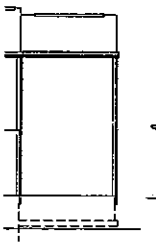
TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & E



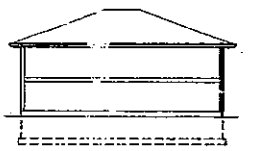
TYPE "2" UNIT BECOMES TYPE 2OG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



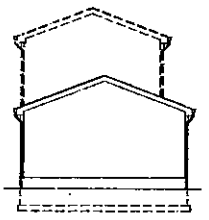
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & E



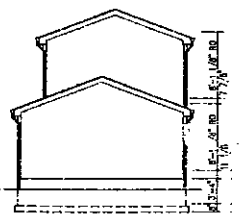
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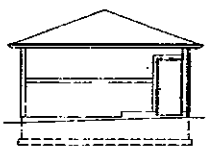
TYPE "2" UNIT BECOMES TYPE 2OG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & E



TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & C.



TYPE "2" UNIT BECOMES TYPE 2OG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
6000 HUNTS BOULEVARD – SUITE 30 – COLUMBUS, OHIO 43229
614-888-5010

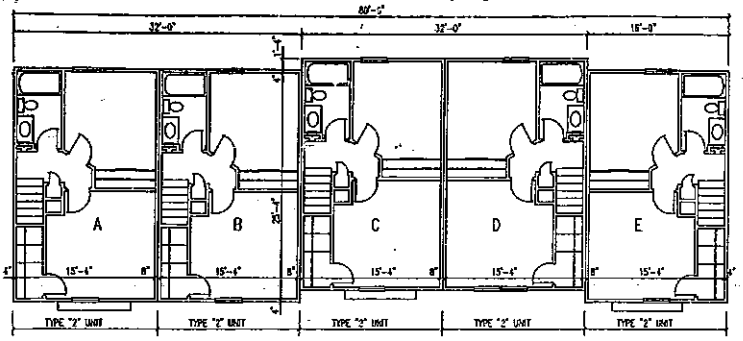
THE QUALSTAN CORPORATION

scale: 1/8" = 1'-0"	approved by: JEH	drawn: SDJ
date: 4/17/89		89213

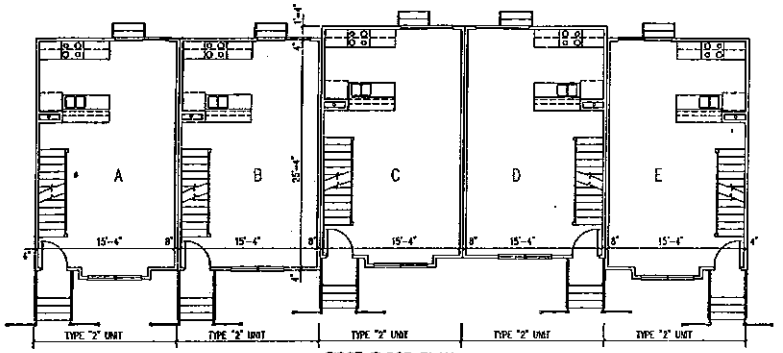
TOWNHOUSE CONDOMINIUM Bldgs. 1-8

FIVE FAMILY w/ OPT GARAGES EXTERIOR ELEVATIONS

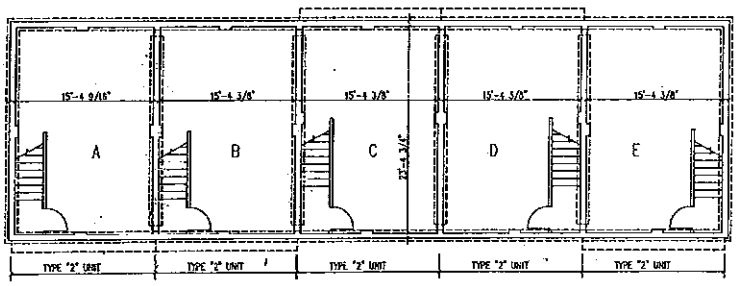
2 of 5



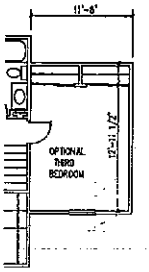
SECOND FLOOR PLAN



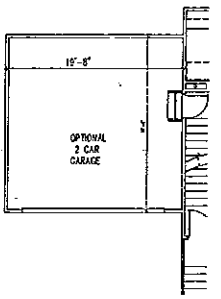
FIRST FLOOR PLAN



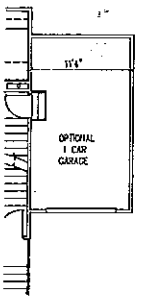
BASEMENT PLAN



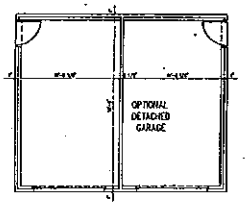
UNIT BECOMES TYPE 3AG1 OR 3AG2 IF OPTION ADDED



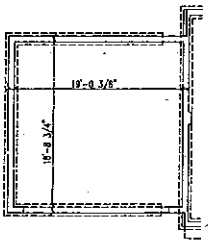
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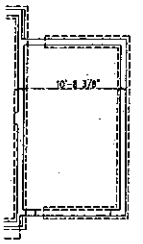
TYPE "2" UNIT BECOMES TYPE 2AG1 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



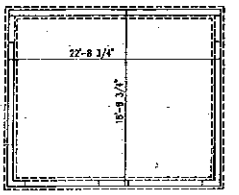
TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



TYPE "2" UNIT BECOMES TYPE 2AG2 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2AG1 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

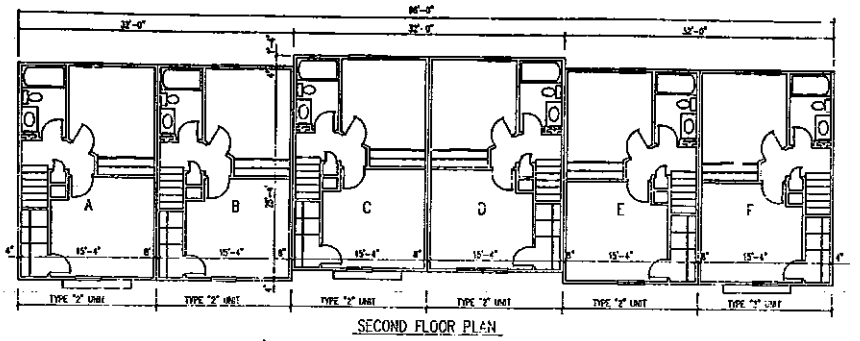
HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
8290 BUSCH BOULEVARD - SUITE 26 - COLUMBUS, OHIO 43229
614-656-3918

THE QUALSTAN CORPORATION

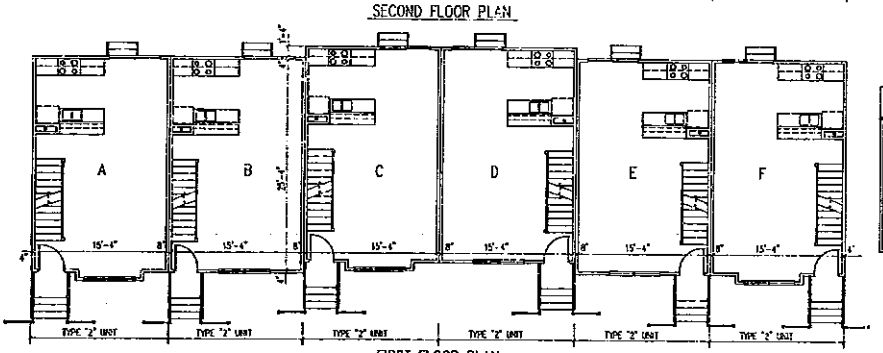
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date: 4/17/89		892123

TOWNHOUSE CONDOMINIUM - Bldgs. 7 & 8

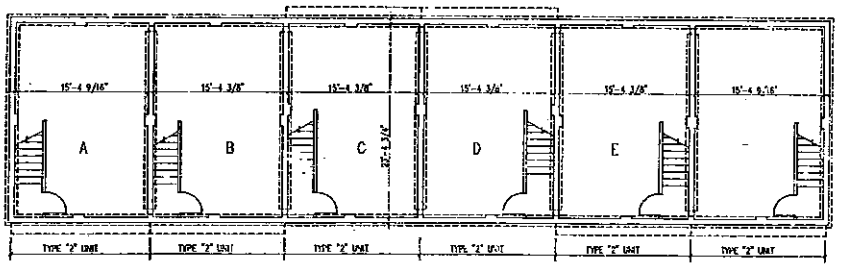
FIVE FAMILY BLDG w/ OPT GARAGE | 3 of 5



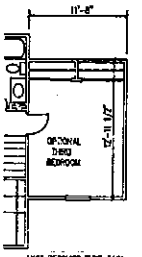
SECOND FLOOR PLAN



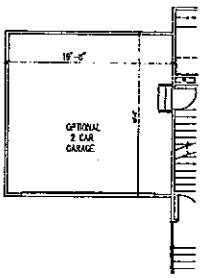
FIRST FLOOR PLAN



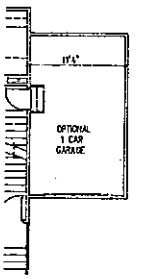
BASEMENT PLAN



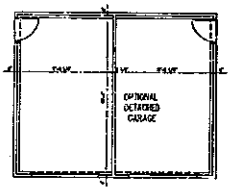
UNIT BECOMES TYPE 3AG1 OR 3AG2 IF OPTION ADDED



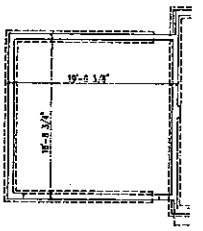
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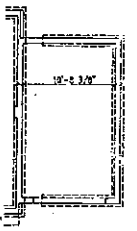
TYPE "2" UNIT BECOMES TYPE 2AG1 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



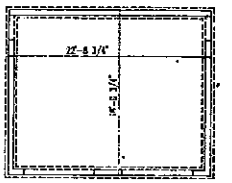
TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



TYPE "2" UNIT BECOMES TYPE 3AG2 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2AG1 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D

HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
6200 BUSCH BOULEVARD – SUITE 30 – COLUMBUS, OHIO 43229
614-888-3918

THE QUALSTAN CORPORATION

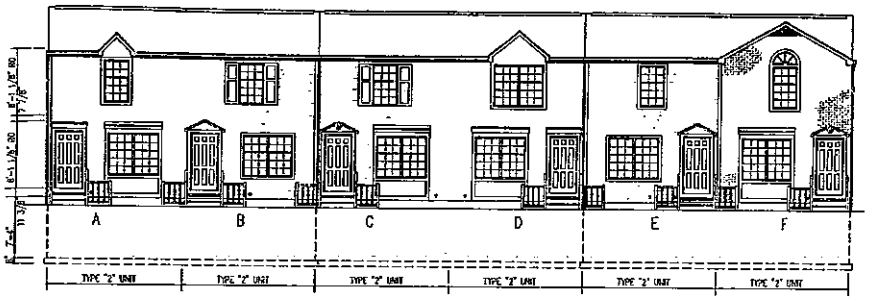
scale: 1/8" = 1'-0"	approved by: JSH	drawn: SDJ
date: 7/17/89		892123

Tobby S.

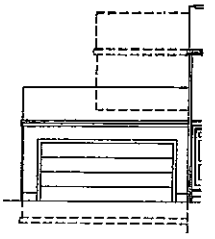
TOWNHOUSE CONDOMINIUM - 9410

SIX FAMILY BLDG w/ OPT. GARAGE | 4 of 5

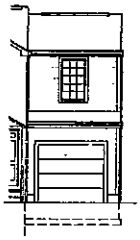
70 62



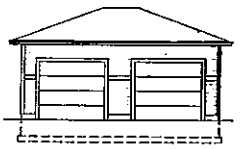
FRONT ELEVATION



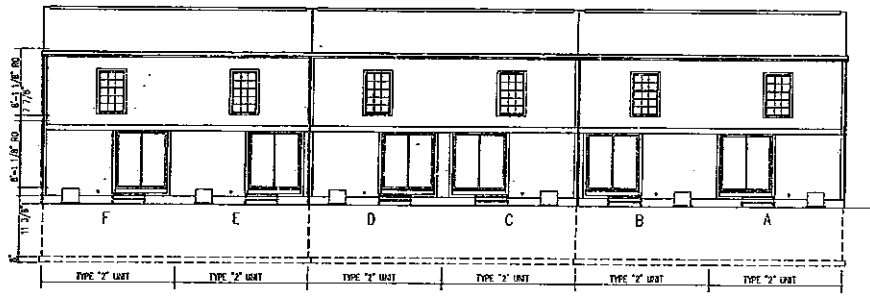
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



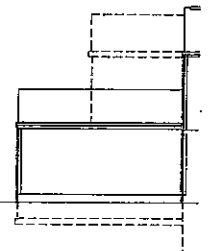
TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



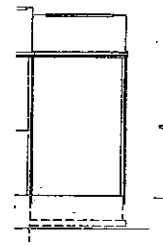
TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



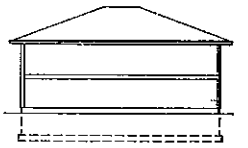
REAR ELEVATION



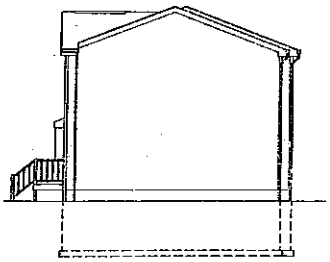
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



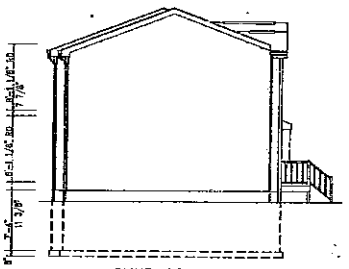
TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



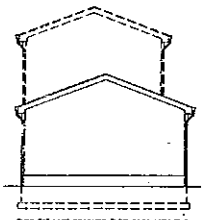
TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



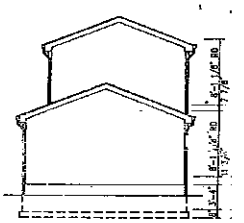
LEFT SIDE ELEVATION



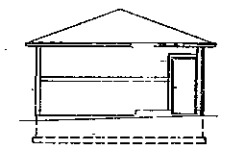
RIGHT SIDE ELEVATION



TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
6990 BUSCH BOULEVARD - SUITE 30 - COLUMBUS, OHIO 43229
614-888-3918

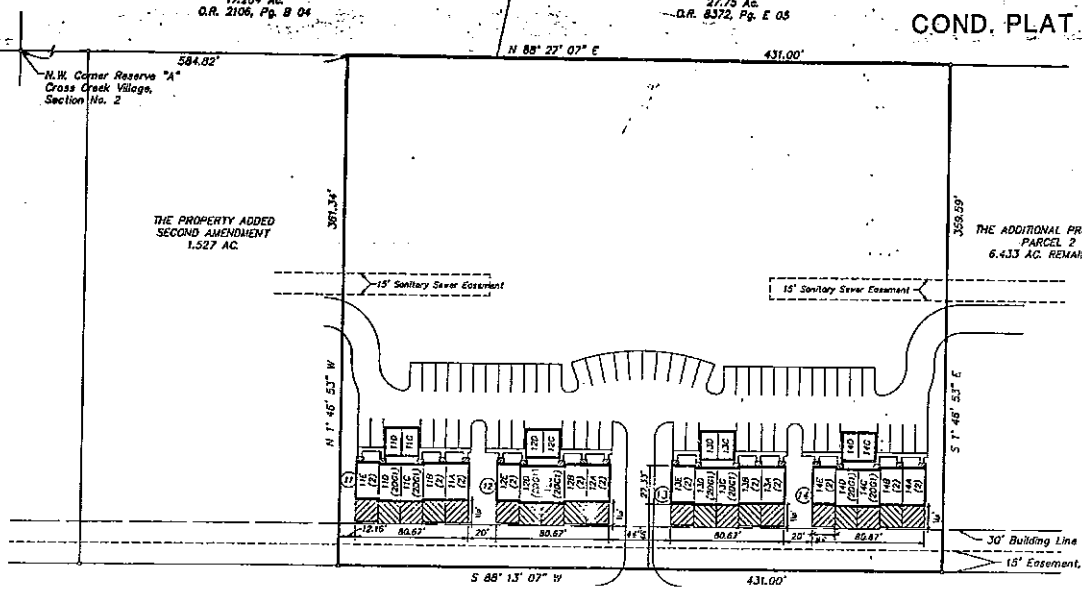
THE QUALSTAN CORPORATION

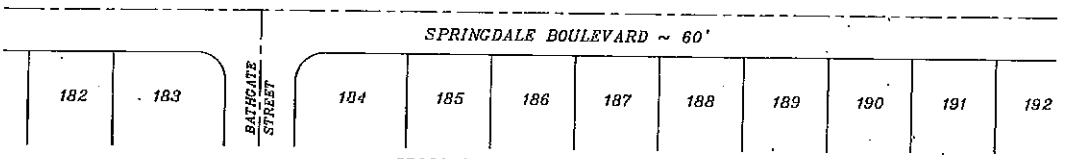
scale: 1/8" = 1'-0"	approved by: JH	drawn: SW
date: 4/11/89		892123

TOWNHOUSE CONDOMINIUM - 9410

SIX FAMILY w/ OPT GARAGES EXTERIOR ELEVATIONS — 5 of 5

COND. PLAT BOOK 44 PAGE 84





CROSS CREEK VILLAGE ~ SECTION NO. 2
P.B. 69, Pgs. 30, 31 & 32

LEGEND

- Limited Common Area
- All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.
- Indicates Iron Pin
- (12) Indicates Building Number
- (2) Indicates Unit Type
- 2A Indicates Unit Designation

410P

SEP 27 1989

93.80

FOR REFERENCE PLEASE SEE 14060 PAGE H-20 INSTR NO 102655

We do hereby certify that these drawings of THIRD AMENDMENT TO HILLIARD HEIGHTS CONDOMINIUM show all buildings as constructed.

STATE OF OHIO RICHARD J. BULL S-4723 REGISTERED SURVEYOR

Richard J. Bull
Registered Surveyor Ohio No. 4723

By Jerald E. Hashbrouck
Registered Engineer Ohio No. 42112

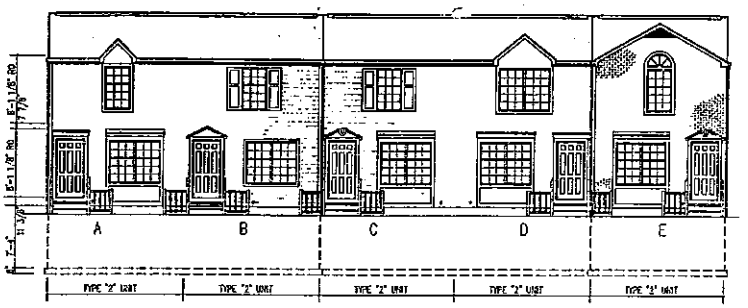
STATE OF OHIO JERALD E. HASHBROUCK 42112 REGISTERED PROFESSIONAL ENGINEER

Prepared by:
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Road
Worthington, Ohio 43235

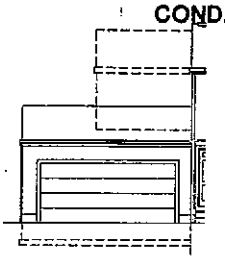
THIRD AMENDMENT TO
CONDOMINIUM DRAWINGS
FOR
HILLIARD HEIGHTS
CONDOMINIUM
SITE PLAN - THE PROPERTY ADDED
THIRD AMENDMENT
3.566 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

SHEET NO. 1 OF 3

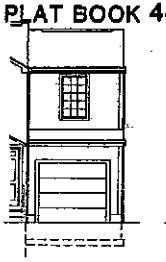
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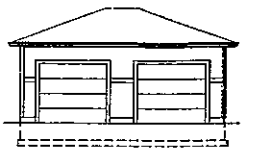
FRONT ELEVATION



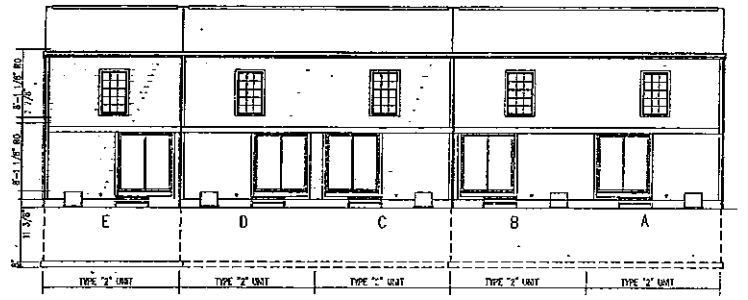
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & E



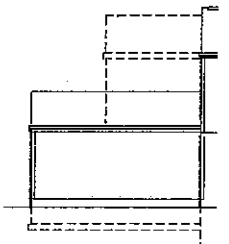
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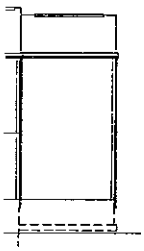
TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



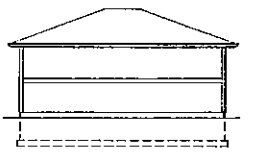
REAR ELEVATION



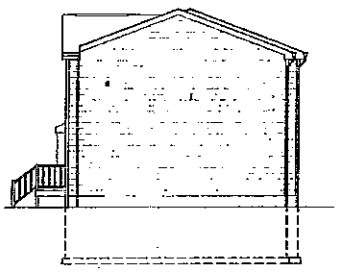
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & E



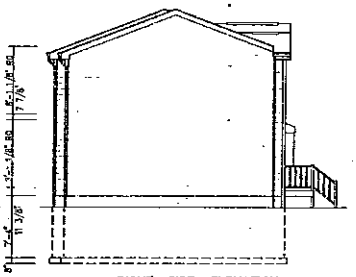
TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & E.



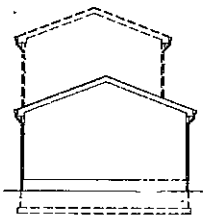
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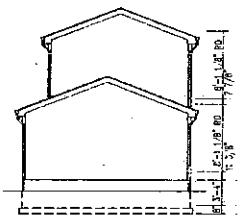
LEFT SIDE ELEVATION



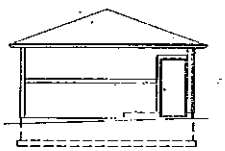
RIGHT SIDE ELEVATION



TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & E



TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & E.



TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
6200 BUSCH BOULEVARD – SUITE 30 – COLUMBUS, OHIO 43229
614-888-3918

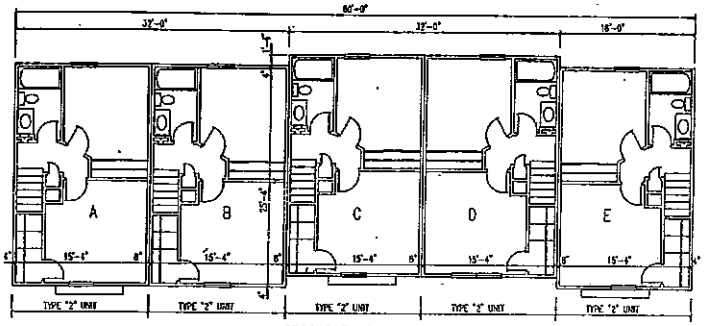
THE QUALSTAN CORPORATION

scale: 1/8" = 1'-0"	approved by: JES	drawn: SDJ
date: 4/17/89		88123

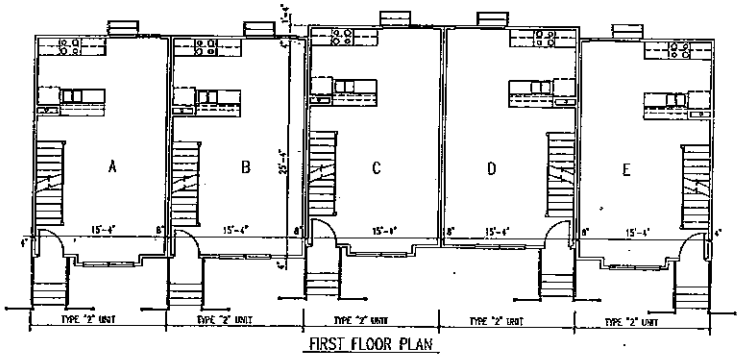
TOWNHOUSE CONDOMINIUM

FIVE FAMILY w/ OPT GARAGES EXTERIOR ELEVATIONS

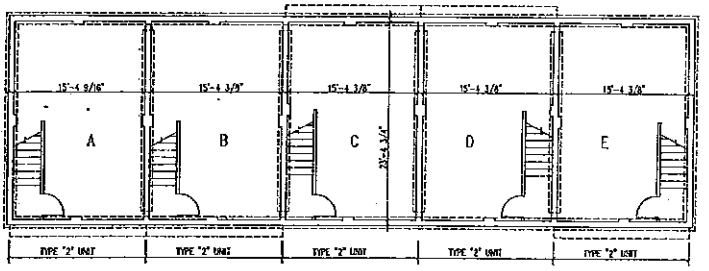
2 OF 3



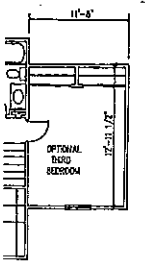
SECOND FLOOR PLAN



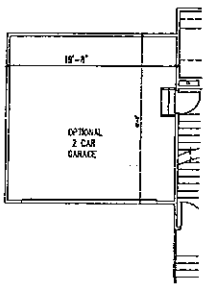
FIRST FLOOR PLAN



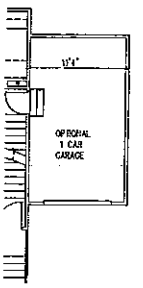
BASEMENT PLAN



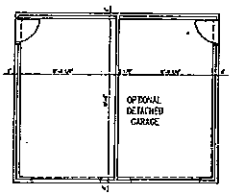
UNIT BECOMES TYPE 3AG1 OR 3AG2 IF OPTION ADDED



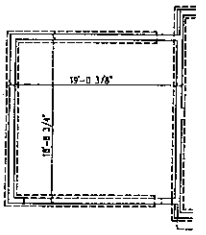
TYPE "2" UNIT BECOMES TYPE 2AG2 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



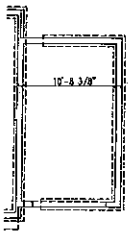
TYPE "2" UNIT BECOMES TYPE 2AG1 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



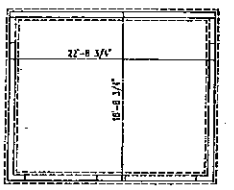
TYPE "2" UNIT BECOMES TYPE 2G1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



TYPE "2" UNIT BECOMES TYPE 2AG2 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2AG1 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2G1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
6290 BUSCH BOULEVARD – SUITE 30 – COLUMBUS, OHIO 43229
614-888-3918

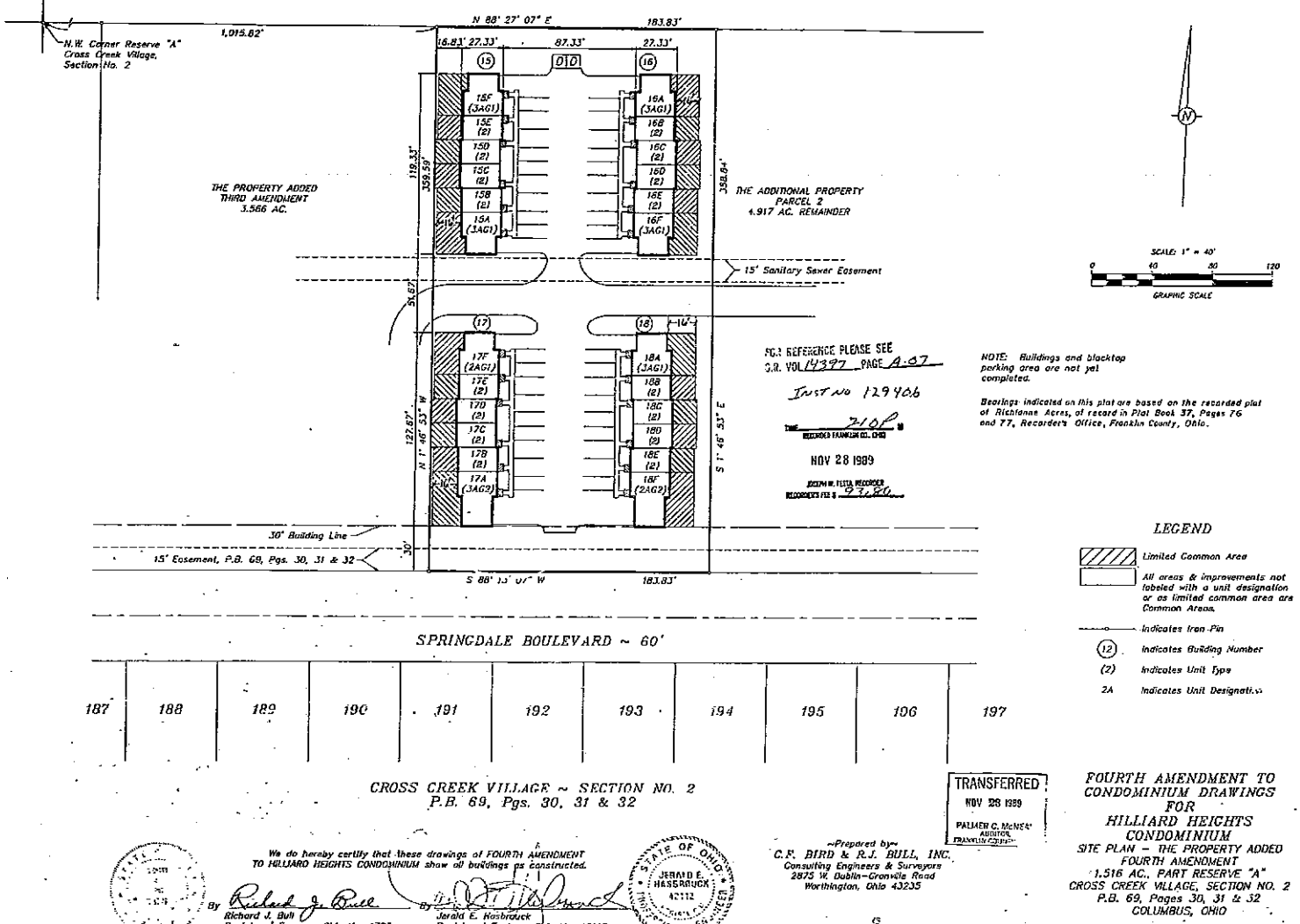
THE QUALSTAN CORPORATION

scale: 1/8" = 1'-0"	approved by: JEH	drawn: SDS
date: 4/17/89		892123

TOWNHOUSE CONDOMINIUM

FIVE FAMILY BLDG w/ OPT GARAGE | 3 of 3

COND. PLAT BOOK 45 PAGE 88



FOR REFERENCE PLEASE SEE
O.R. VOL 14397 PAGE A-07
INST NO 129406
TIME 2:10 P
RECORDED FRANKLIN CO., OHIO
NOV 28 1989
KEITH W. TESTA RECORDER
RECORDER'S FEE $ 93.00

NOTE: Buildings and blacktop parking area are not yet completed.

Bearings indicated on this plat are based on the recorded plat of Richlands Acres, of record in Plat Book 37, Pages 76 and 77, Recorder's Office, Franklin County, Ohio.

LEGEND

- Limited Common Area
- All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.
- Indicates Iron Pin
- (12) Indicates Building Number
- (2) Indicates Unit Type
- 2A Indicates Unit Designation

CROSS CREEK VILLAGE ~ SECTION NO. 2
P.B. 69, Pgs. 30, 31 & 32

TRANSFERRED
NOV 28 1989
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY

We do hereby certify that these drawings of FOURTH AMENDMENT TO HILLIARD HEIGHTS CONDOMINIUM show all buildings as constructed.

By Richard J. Bull
Richard J. Bull
Registered Surveyor Ohio No. 4723

By
Jerald E. Hasbrouck
Registered Engineer Ohio No. 42112

STATE OF OHIO
JERALD E. HASSBROUCK
42112
REGISTERED PROFESSIONAL ENGINEER

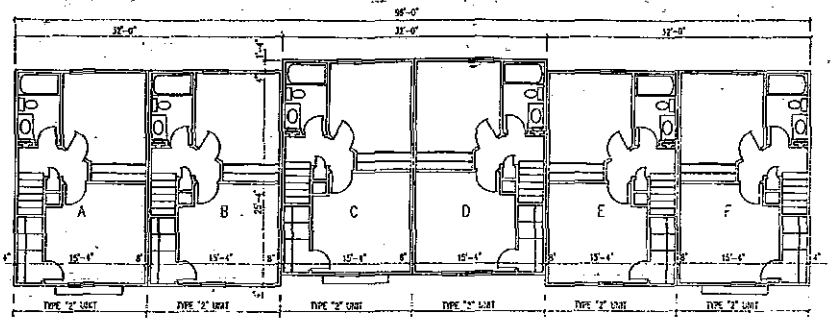
Prepared by:
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Road
Worthington, Ohio 43235

FOURTH AMENDMENT TO CONDOMINIUM DRAWINGS FOR HILLIARD HEIGHTS CONDOMINIUM

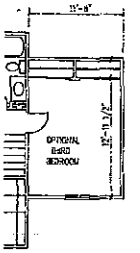
SITE PLAN – THE PROPERTY ADDED FOURTH AMENDMENT
1.516 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

CCVAEXA4

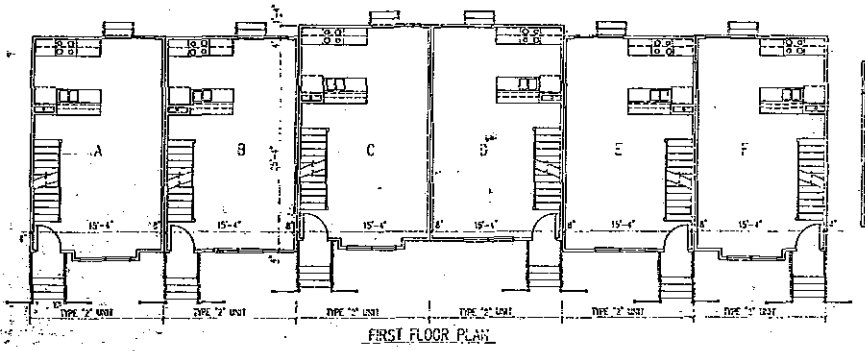
SHEET NO. 1 OF 3



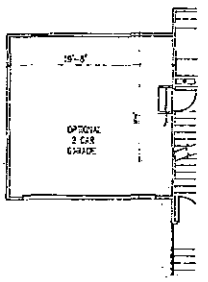
SECOND FLOOR PLAN



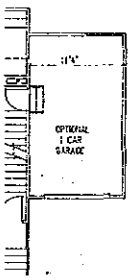
UNIT BECOMES TYPE 3AD1 OR 3AD2 IF OPTION ADDED



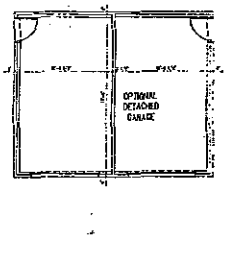
FIRST FLOOR PLAN



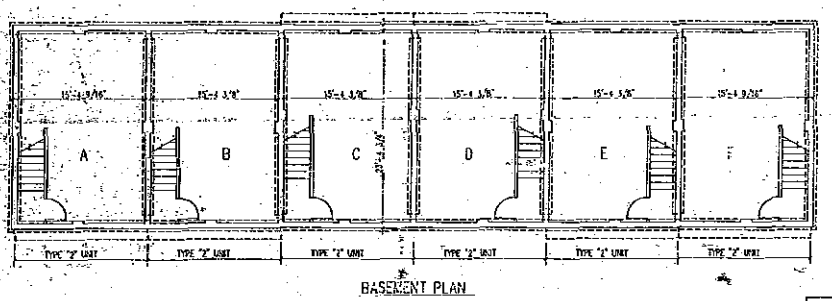
TYPE "2" UNIT BECOMES TYPE 2AD2 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



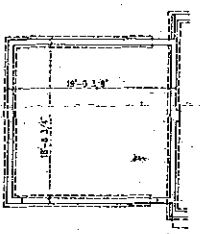
TYPE "2" UNIT BECOMES TYPE 2AD1 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



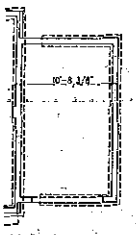
TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



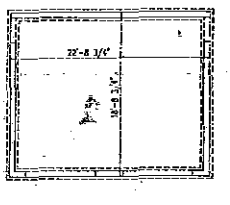
BASEMENT PLAN



TYPE "2" UNIT BECOMES TYPE 2AG2 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2AG1 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

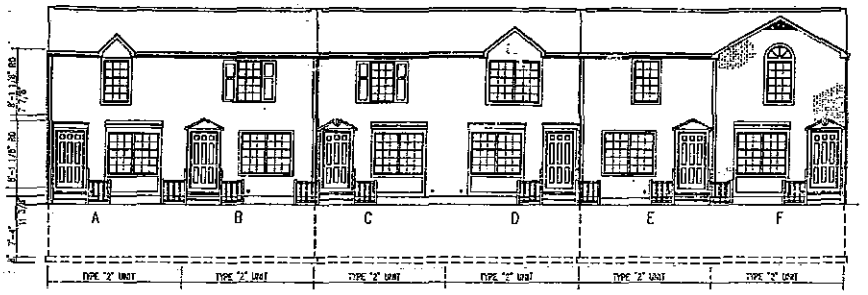
HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
6390 BUSCH BOULEVARD – SUITE 30 – COLUMBUS, OHIO 43229
614-888-3918

THE QUALSTAN CORPORATION

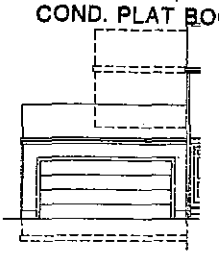
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date: 4/17/89		892103

TOWNHOUSE CONDOMINIUM

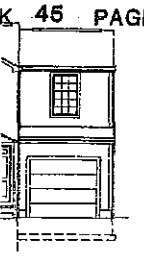
SIX FAMILY BLDG w/ OPT. GARAGE | 2 of 3



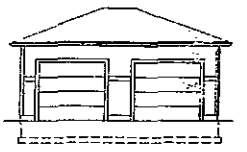
FRONT ELEVATION



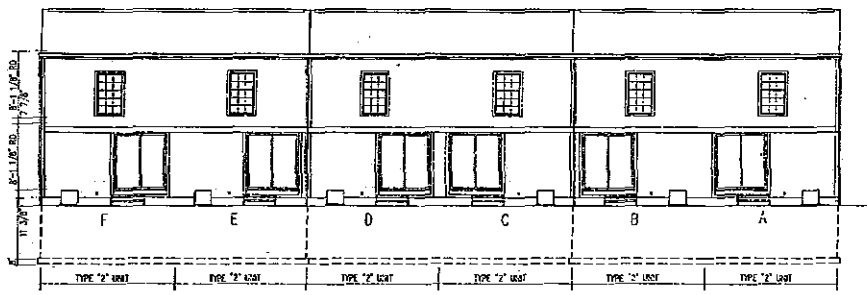
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



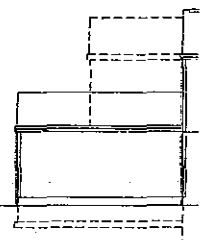
TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



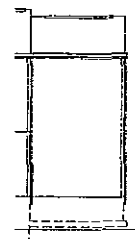
TYPE "2" UNIT BECOMES TYPE 2OG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



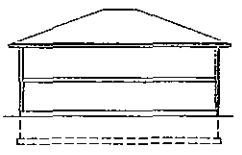
REAR ELEVATION



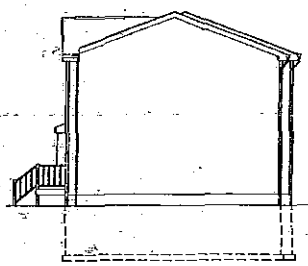
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



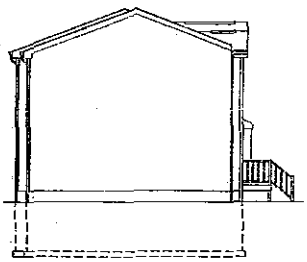
TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



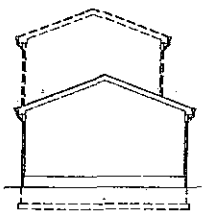
TYPE "2" UNIT BECOMES TYPE 2OG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



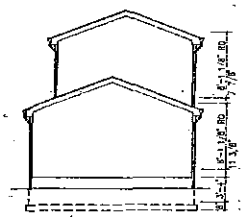
LEFT SIDE ELEVATION



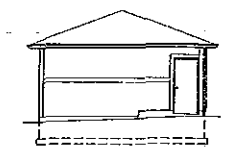
RIGHT SIDE ELEVATION



TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



TYPE "2" UNIT BECOMES TYPE 2OG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

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CONSULTING ENGINEERS
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614-888-3918

THE QUALSTAN CORPORATION

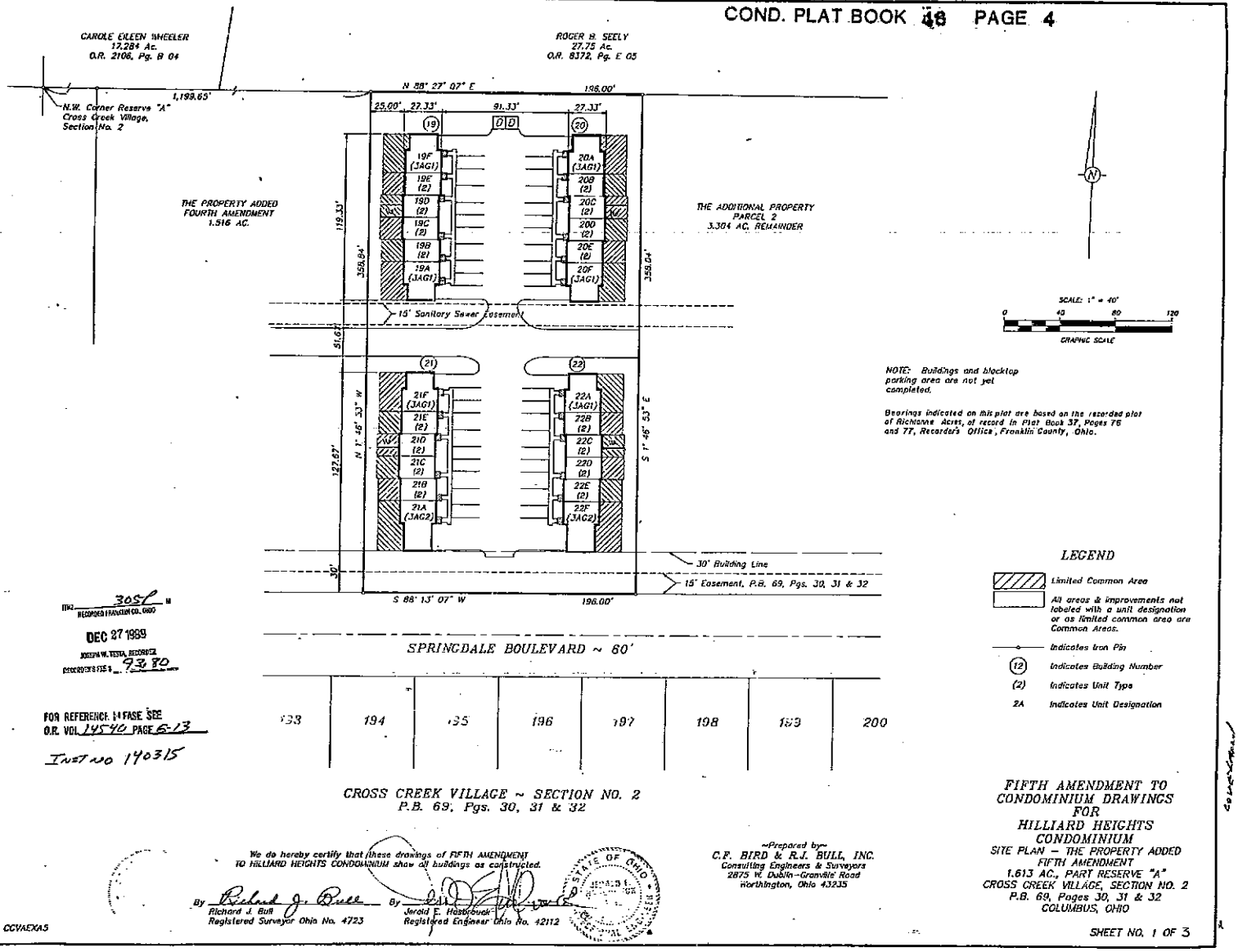
scale: 1/8" = 1'-0"	approved by: JEH	drawn: SDJ
date: 4/17/89		892123

TOWNHOUSE CONDOMINIUM

SIX FAMILY w/ OPT GARAGES
EXTERIOR ELEVATIONS

3 of 3

COND. PLAT BOOK 48 PAGE 4



NOTE: Buildings and blacktop parking areas are not yet completed.

Bearings indicated on this plat are based on the recorded plat of Richlamie Acres, of record in Plat Book 37, Pages 76 and 77, Recorder's Office, Franklin County, Ohio.

LEGEND

- Limited Common Area
- All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.
- Indicates Iron Pin
- (12) Indicates Building Number
- (2) Indicates Unit Type
- 2A Indicates Unit Designation

TIME 3051 M
RECORDED FRANKLIN CO. OHIO
DEC 27 1989
JOSEPH W. TESTA, RECORDER
RECORDER'S FEE $ 93.80

FOR REFERENCE: PHASE SEE
O.R. VOL. 14540 PAGE 6-13
INST NO 140315

CROSS CREEK VILLAGE ~ SECTION NO. 2
P.B. 69, Pgs. 30, 31 & 32

We do hereby certify that these drawings of FIFTH AMENDMENT TO HILLIARD HEIGHTS CONDOMINIUM show all buildings as constructed.

By Richard J. Bull
Richard J. Bull
Registered Surveyor Ohio No. 4723

By
Jerald E. Hostibuck
Registered Engineer Ohio No. 42112

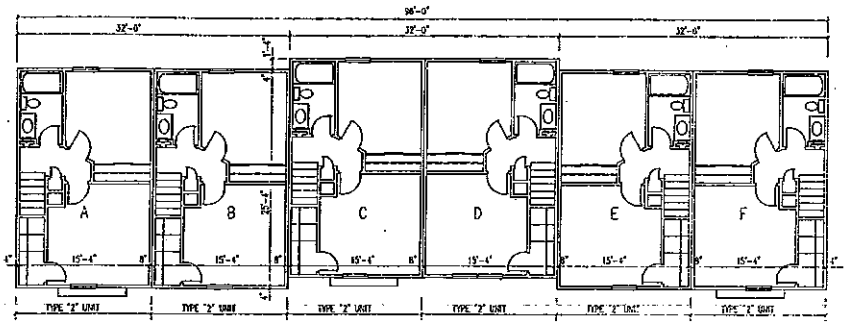
STATE OF OHIO
JERALD E. HOSTIBUCK
42112
REGISTERED ENGINEER

~Prepared by~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Road
Worthington, Ohio 43235

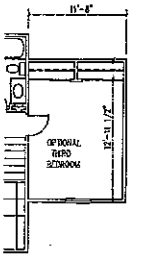
FIFTH AMENDMENT TO CONDOMINIUM DRAWINGS FOR HILLIARD HEIGHTS CONDOMINIUM
SITE PLAN — THE PROPERTY ADDED FIFTH AMENDMENT
1.613 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

CCVAEXA5

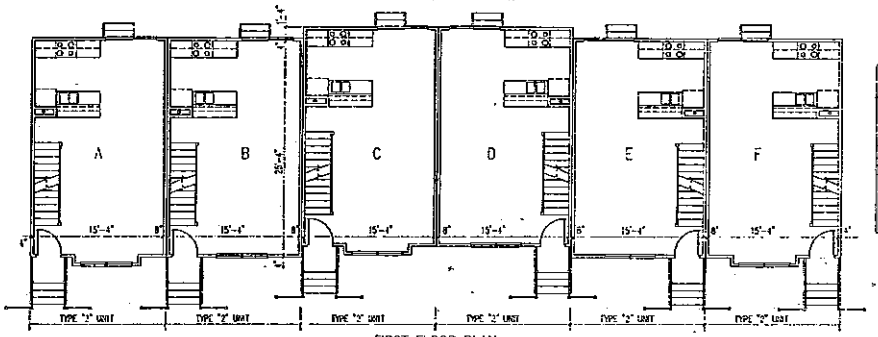
SHEET NO. 1 OF 3



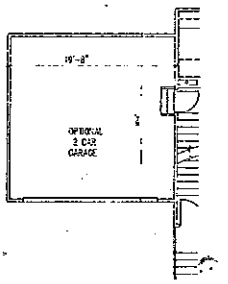
SECOND FLOOR PLAN



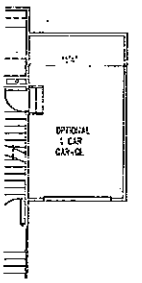
UNIT BECOMES TYPE 3AG1 OR 3AG2 IF OPTION ADDED



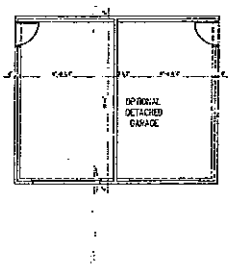
FIRST FLOOR PLAN



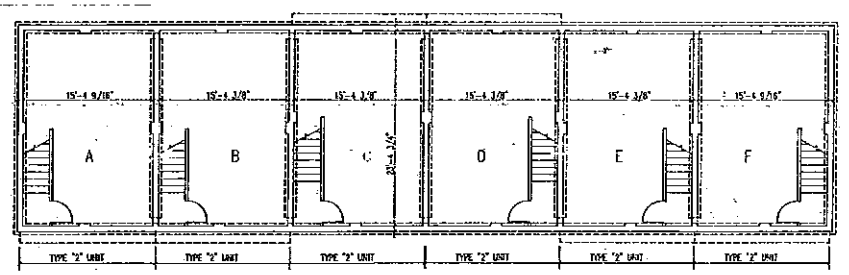
TYPE "2" UNIT BECOMES TYPE 2AG2 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



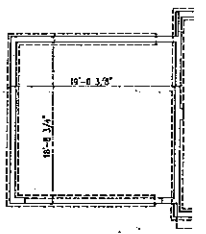
TYPE "2" UNIT BECOMES TYPE 2AG1 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



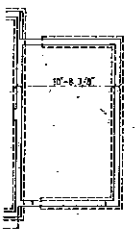
TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



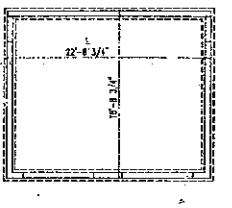
BASEMENT PLAN



TYPE "2" UNIT BECOMES TYPE 2AG2 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2AG1 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

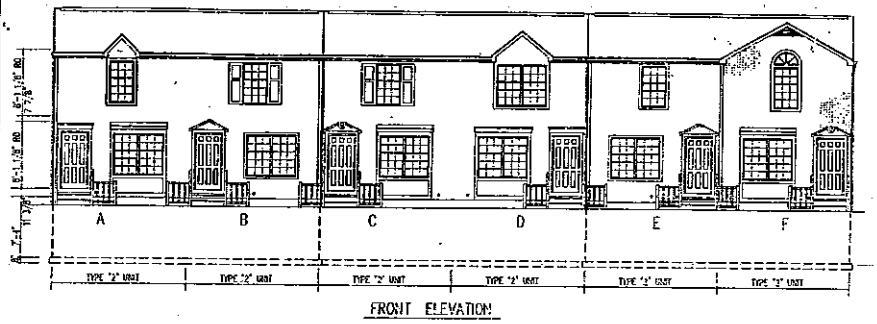
HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
6290 BUSCH BOULEVARD – SUITE 30 – COLUMBUS, OHIO 43229
614-888-3918

THE QUALSTAN CORPORATION

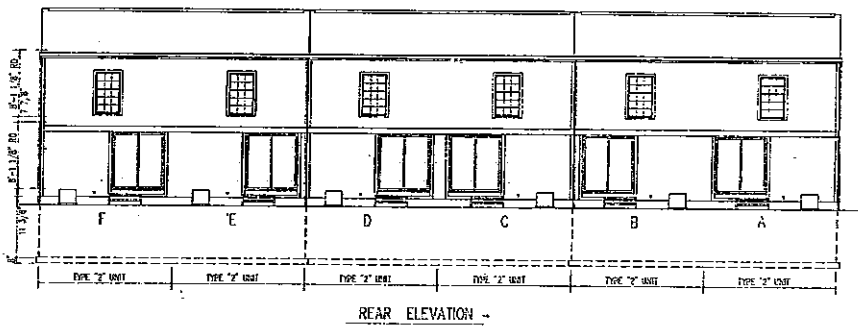
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date: 4/17/89		E-2123

TOWNHOUSE CONDOMINIUM

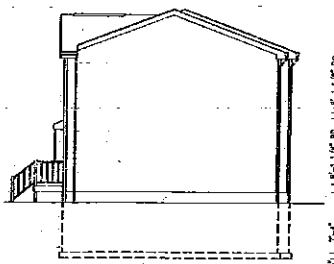
SIX FAMILY BLDG w/ OPT. GARAGE | 2 of 3



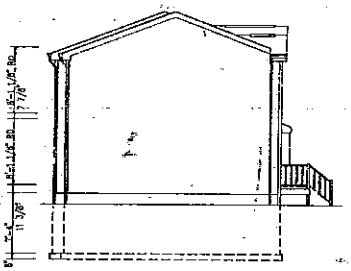
FRONT ELEVATION



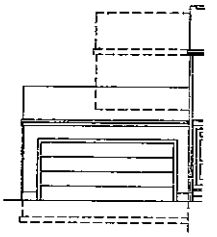
REAR ELEVATION



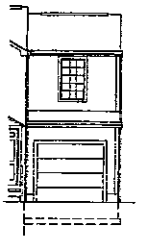
LEFT SIDE ELEVATION



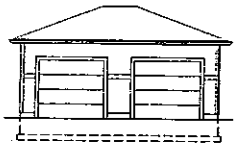
RIGHT SIDE ELEVATION



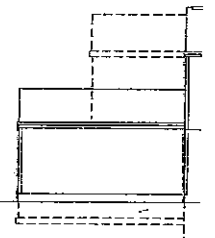
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



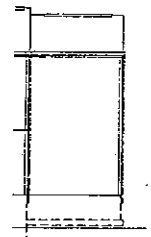
TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



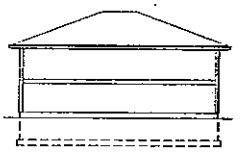
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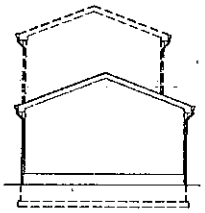
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



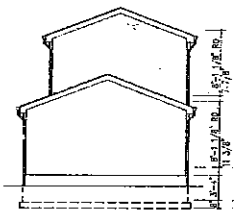
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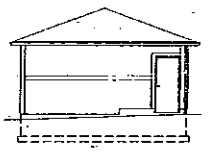
TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

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614-888-3918

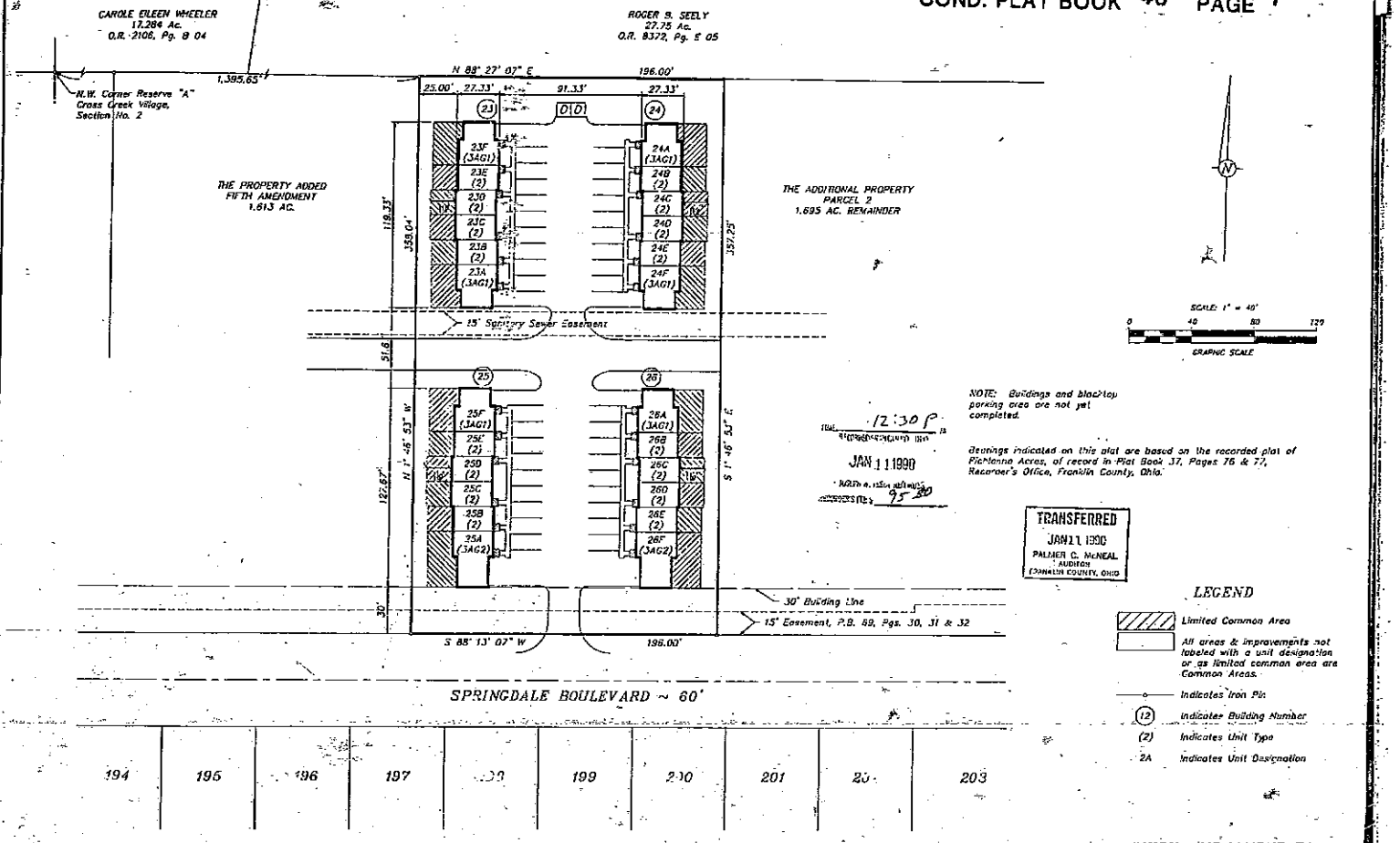
THE QUALSTAN CORPORATION

scale: 1/8" = 1'-0"	approved by: JH	drawn: SDJ
date: 4/11/89		892123

TOWNHOUSE CONDOMINIUM

SIX FAMILY w/ OPT GARAGES EXTERIOR ELEVATIONS

3 of 3



CROSS CREEK VILLAGE ~ SECTION NO. 2
P.B. 69, Pgs. 30, 31 & 32

OR REFERENCE PLEASE SEE
O.R. VOL. 1476 PAGE 003
004066

We do hereby certify that these drawings of SIXTH AMENDMENT TO HILLIARD HEIGHTS CONDOMINIUM show all buildings as constructed.

By Richard J. Bull
Richard J. Bull
Registered Surveyor Ohio No. 4723

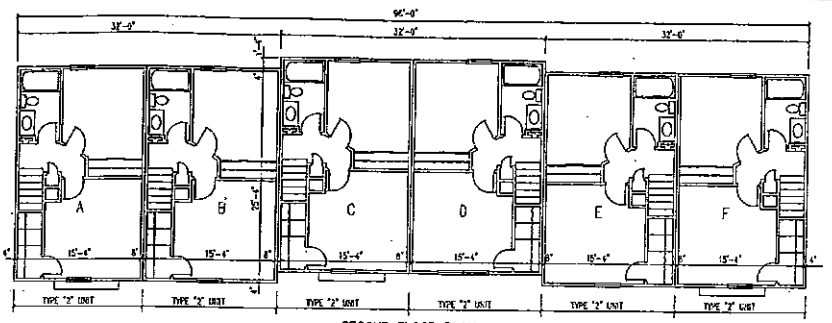
By
Gerald E. Hostbrouck
Registered Engineer O. No. 42112

~Prepared by~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Road
Worthington, Ohio 43235

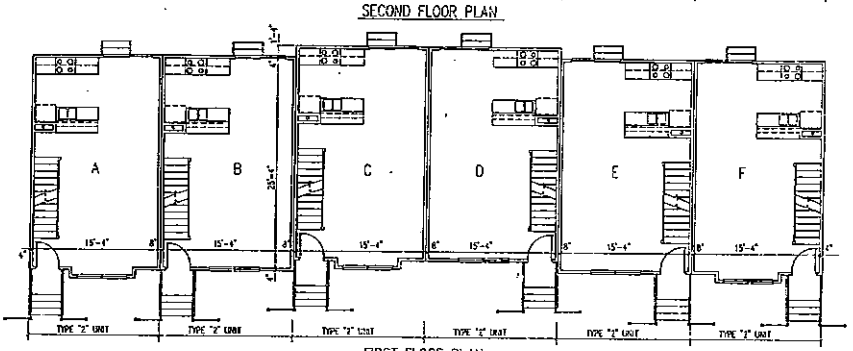
SIXTH AMENDMENT TO
CONDOMINIUM DRAWINGS
FOR
HILLIARD HEIGHTS
CONDOMINIUM
SITE PLAN – THE PROPERTY ADDED
SIXTH AMENDMENT
1.609 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

CCVAEXA6

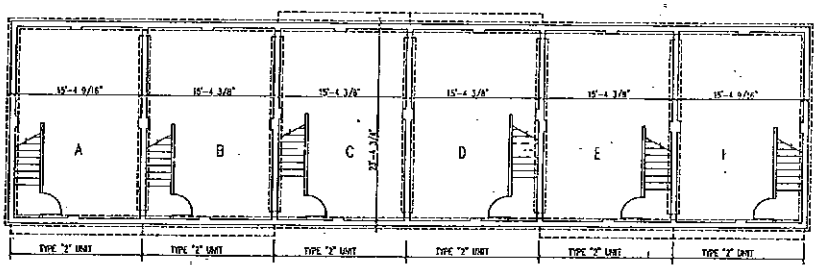
SHEET NO. 1 OF 3 A



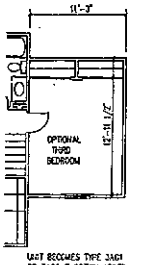
SECOND FLOOR PLAN



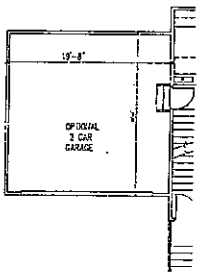
FIRST FLOOR PLAN



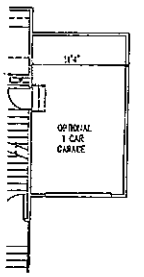
BASEMENT PLAN



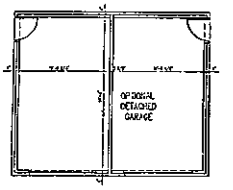
UNIT BECOMES TYPE 3AG1 OR 3AG2 IF OPTION ADDED



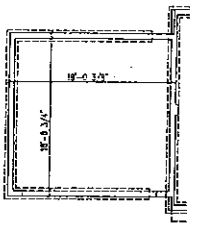
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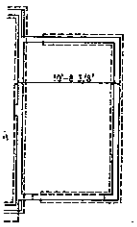
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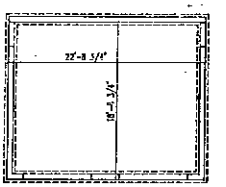
TYPE "2" UNIT BECOMES TYPE 2001 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



TYPE "2" UNIT BECOMES TYPE 2AG2 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2AG1 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2001 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

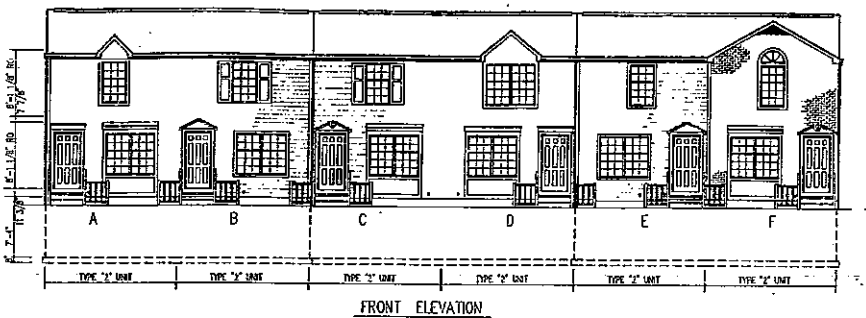
HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
6290 BUSCH BOULEVARD – SUITE 36 – COLUMBUS, OHIO 43229
614-888-3918

THE QUALSTAN CORPORATION

scale: 1/8" = 1'-0"	approved by: JEH	drawn: SDJ
date: 4/17/19		892925

TOWNHOUSE CONDOMINIUM

SIX FAMILY BLDG w/ OPT. GARAGE | 2 of 3



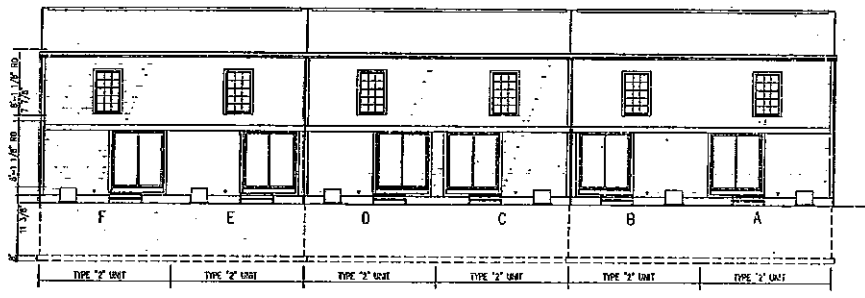
FRONT ELEVATION



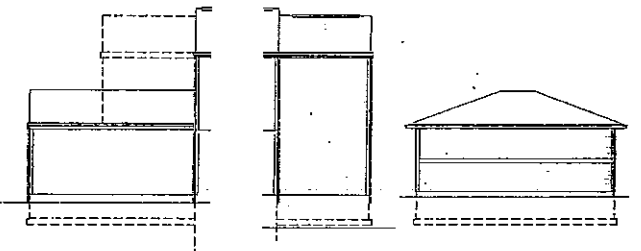
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.

TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.

TYPE "2" UNIT BECOMES TYPE 2OS1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



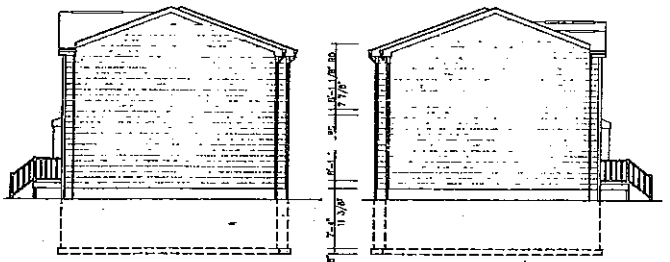
REAR ELEVATION



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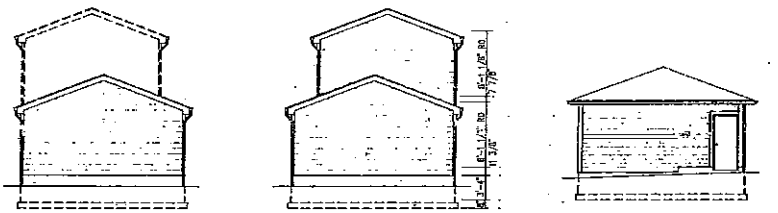
TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.

TYPE "2" UNIT BECOMES TYPE 2OS1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



LEFT SIDE ELEVATION

RIGHT SIDE ELEVATION



TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.

TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.

TYPE "2" UNIT BECOMES TYPE 2OS1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
5500 DUBLIN BOULEVARD - SUITE 30 - COLUMBUS, OHIO 43213
614-866-3016

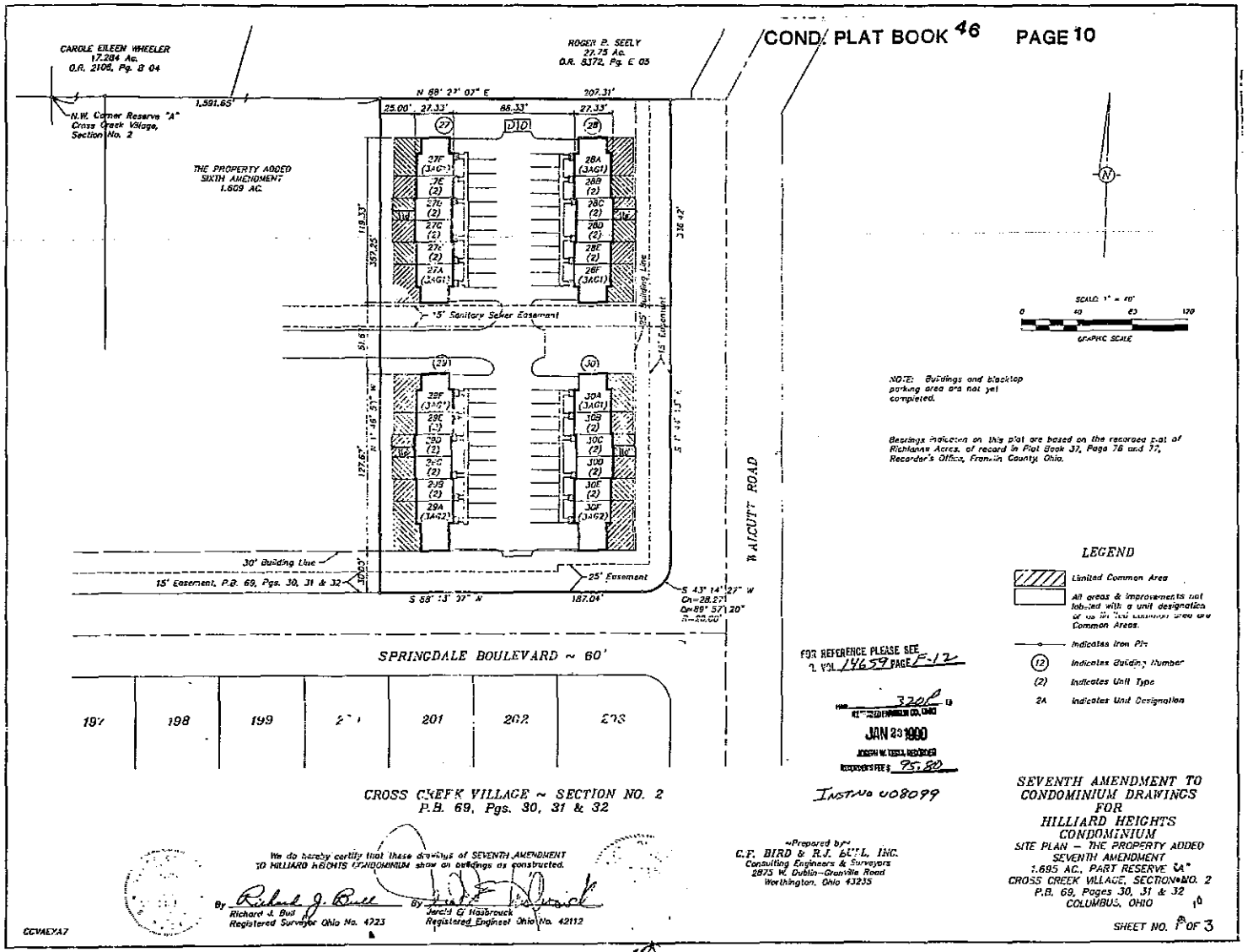
THE QUALSTAN CORPORATION

scale: 1/8" = 1'-0"	approved by: JEH	drawn: SDJ
date: 4/17/89		892123

TOWNHOUSE CONDOMINIUM 9

SIX FAMILY w/ OPT GARAGES EXTERIOR ELEVATIONS 3 of 3

COND. PLAT BOOK 46 PAGE 10



SCALE: 1" = 40'
0 40 80 120
GRAPHIC SCALE

NOTE: Buildings and blacktop parking area are not yet completed.

Bearings indicated on this plat are based on the recorded plat of Richlands Acres, of record in Plat Book 37, Page 76 and 77, Recorder's Office, Franklin County, Ohio.

LEGEND

- Limited Common Area
- All areas & improvements not labeled with a unit designation or as "Not Common Area are Common Areas.
- Indicates Iron Pin
- (12) Indicates Building Number
- (2) Indicates Unit Type
- 2A Indicates Unit Designation

FOR REFERENCE PLEASE SEE
VOL. 14659 PAGE F-12

3201
JAN 23 1990
RECORDER'S FEE $ 75.00

INSTR. # 008099

CROSS CREEK VILLAGE ~ SECTION NO. 2
P.B. 69, Pgs. 30, 31 & 32

We do hereby certify that these drawings of SEVENTH AMENDMENT TO HILLIARD HEIGHTS CONDOMINIUM show all buildings as constructed.

By Richard J. Bud
Richard J. Bud
Registered Surveyor Ohio No. 4723

By Jerold G. Hasbrouck
Jerold G. Hasbrouck
Registered Engineer Ohio No. 42112

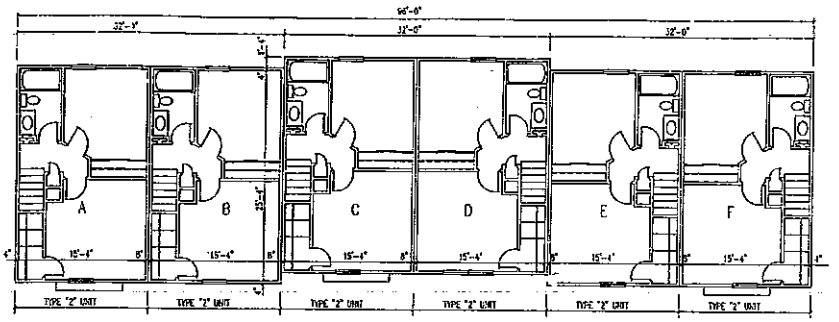
Prepared by:
C.F. BIRD & R.J. BUDL, INC.
Consulting Engineers & Surveyors
2873 W. Dublin-Granville Road
Worthington, Ohio 43235

SEVENTH AMENDMENT TO CONDOMINIUM DRAWINGS FOR HILLIARD HEIGHTS CONDOMINIUM
SITE PLAN — THE PROPERTY ADDED SEVENTH AMENDMENT
1.695 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

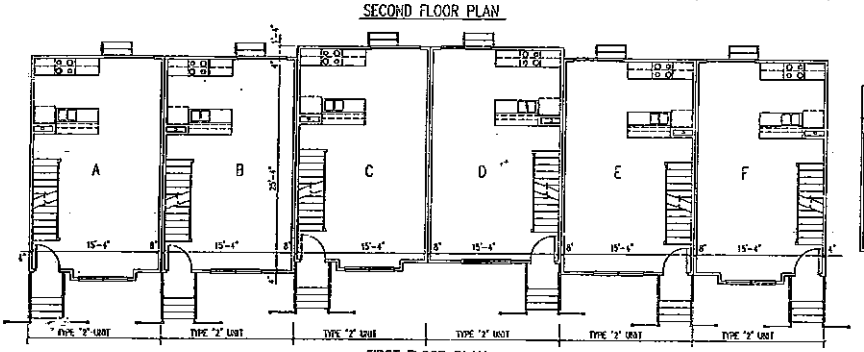
SHEET NO. 1 OF 3

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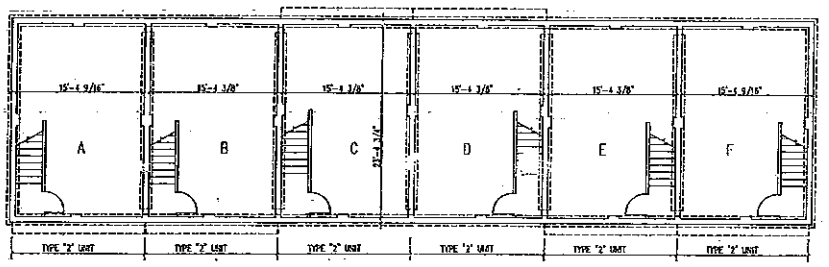
LOVELAND



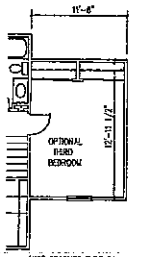
SECOND FLOOR PLAN



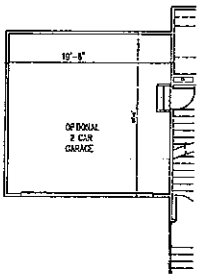
FIRST FLOOR PLAN



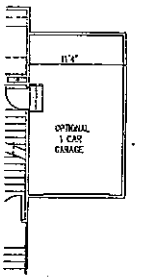
BASEMENT PLAN



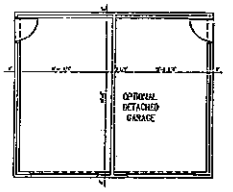
UNIT BECOMES TYPE 2AG1 OR 2AG2 IF OPTION ADDED



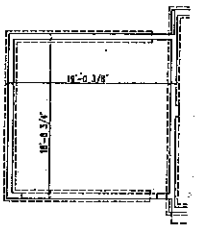
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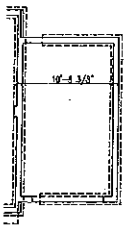
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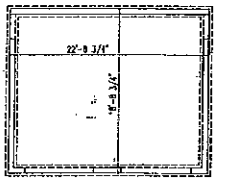
TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLIES ONLY TO UNITS C & D.



TYPE "2" UNIT BECOMES TYPE 2AG2 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2AG1 IF OPTION ADDED. CAN BE ADDED TO END UNITS ONLY.



TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLIES ONLY TO UNITS C & D.

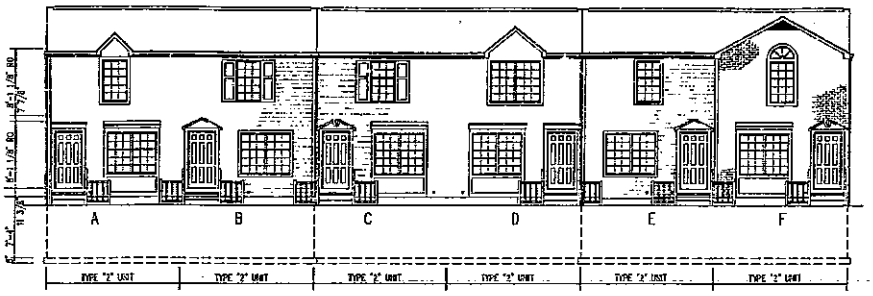
HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
5290 DUBLIN BOULEVARD - SUITE 30 - COLUMBUS, OHIO 43229
614-885-3918

THE QUALSTAN CORPORATION

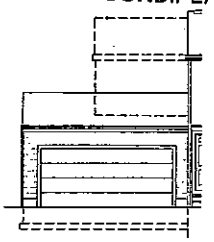
scale: 1/8" = 1'-0"	approved by: JEH	drawn: SDJ
date: 4/17/90		892123

TOWNHOUSE CONDOMINIUM

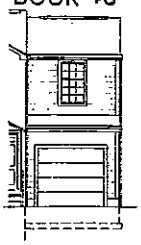
SIX FAMILY BLDG w/ OPT. GARAGE | 2 OF 3



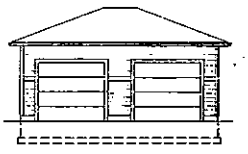
FRONT ELEVATION



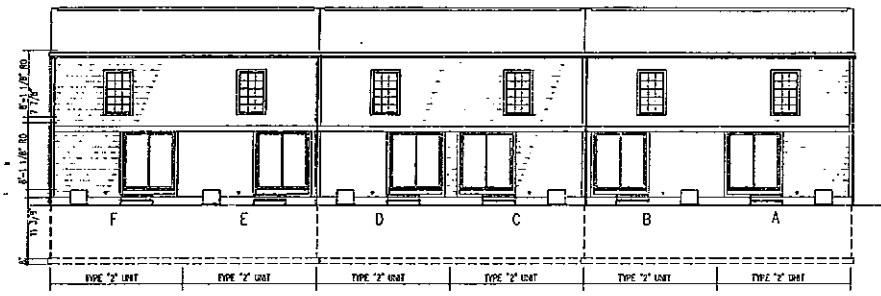
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



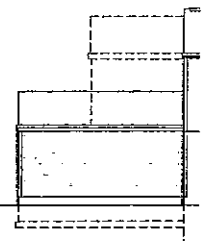
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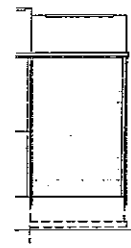
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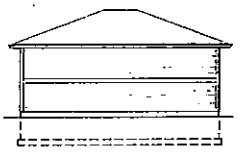
REAR ELEVATION



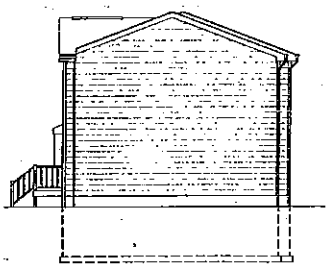
TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



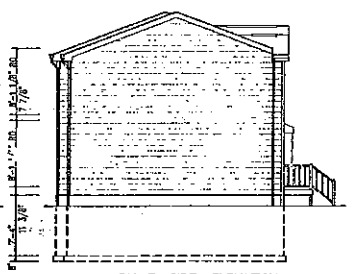
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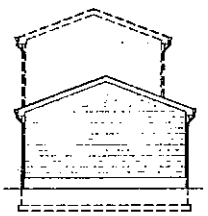
TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.



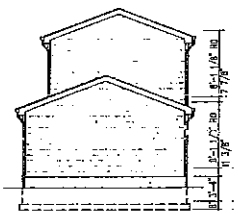
LEFT SIDE ELEVATION



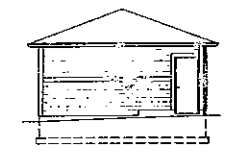
RIGHT SIDE ELEVATION



TYPE "2" UNIT BECOMES TYPE 2AG2 WITH TWO CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG2 WITH TWO CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



TYPE "2" UNIT BECOMES TYPE 2AG1 WITH ONE CAR GARAGE ONLY ADDED, BECOMES TYPE 3AG1 WITH ONE CAR GARAGE & THIRD BEDROOM ADDED. APPLYS ONLY TO UNITS A & F.



TYPE "2" UNIT BECOMES TYPE 2DG1 IF OPTION ADDED. APPLYS ONLY TO UNITS C & D.

HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
6290 BUSCH BOULEVARD - SUITE 30 - COLUMBUS, OHIO 43229
(614-885-3918

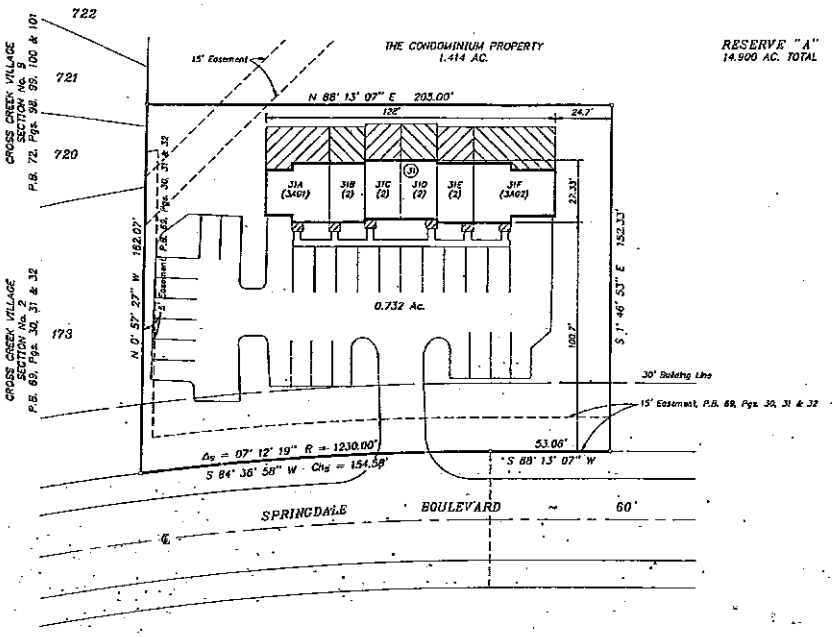
THE QUALSTAN CORPORATION

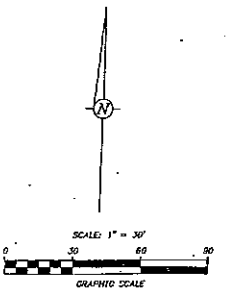
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date: 4/12/94		88C123

TOWNHOUSE CONDOMINIUM

SIX FAMILY w/ OPT GARAGES EXTERIOR ELEVATIONS

3 OF 3





Bearings indicated on this plat are based on the recorded plat of Ridgeline Acres, of record in Plat Book 37, Pages 76 and 77, Recorder's Office, Franklin County, Ohio.

Limited Common Areas

All areas & improvements not labeled with a unit designation or as limited common area are Common Areas.

Indicates Iron Pin

(12) Indicates Building Number

(2) Indicates Unit Type

31A Indicates Unit Designation

FOR REFERENCE PLEASE SEE
O.R. VOL. 19710 PAGE B10

TIME 1:55 P M
RECORDED FRANKLIN CO., OHIO
JUN 19 1992
INST. # 094505
RECORDER'S FEE $ 139.00

We do hereby certify that these drawings of EIGHTH AMENDMENT TO HILLIARD HEIGHTS CONDOMINIUM show all buildings as constructed.

By Richard J. Bull
Richard J. Bull
Registered Surveyor Ohio No. 4723

By Gerald E. Hasbrook
Gerald E. Hasbrook
Registered Engineer Ohio No. 42112

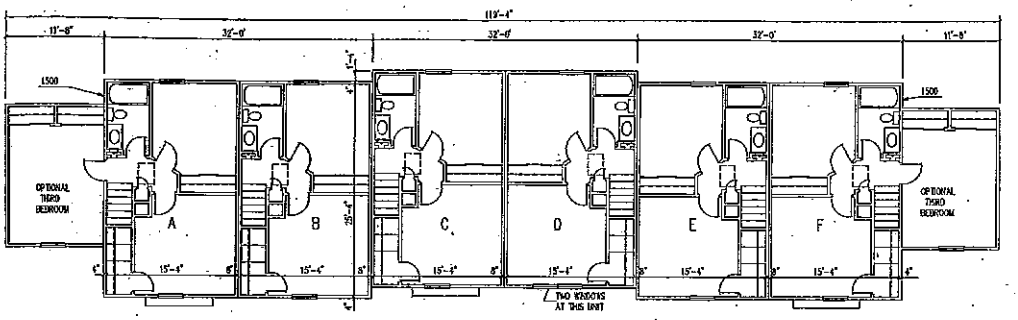
STATE OF OHIO
GERALD E. HASBROOK
42112
REGISTERED ENGINEER

~Prepared by~
C.F. BIRD & R.J. BULL, INC.
Consulting Engineers & Surveyors
2875 W. Dublin-Granville Rd.
Worthington, Ohio 43235

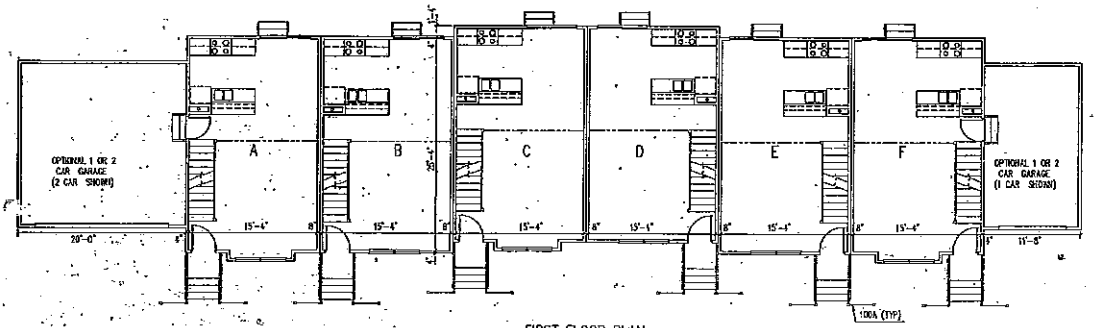
EIGHTH AMENDMENT TO CONDOMINIUM DRAWINGS FOR HILLIARD HEIGHTS CONDOMINIUM

SITE PLAN - THE PROPERTY ADDED EIGHTH AMENDMENT
0.732 AC., PART RESERVE "A"
CROSS CREEK VILLAGE, SECTION NO. 2
P.B. 69, Pages 30, 31 & 32
COLUMBUS, OHIO

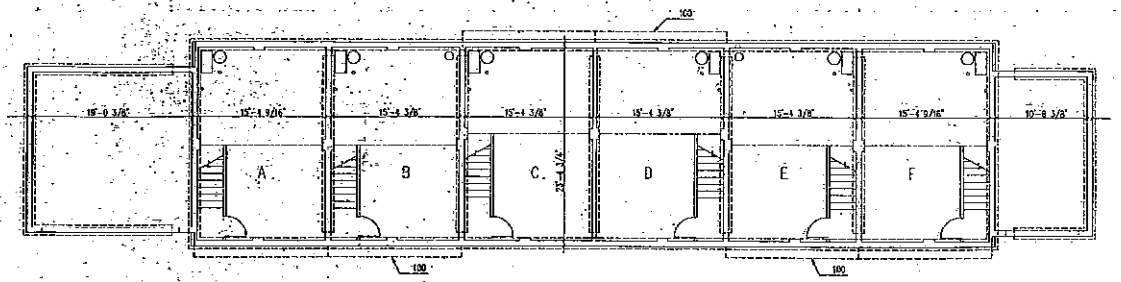
CCVIIIA



SECOND FLOOR PLAN



FIRST FLOOR PLAN



BASEMENT PLAN

DRAWING NOTES

DIVISION 1: GENERAL
100 - USE OF FLOOR ABOVE
100A - REFER TO SITE PLAN FOR EXTENT OF FENCES

DIVISION 15: MECHANICAL
1500 - WATER LINES - DO NOT INSTALL WATER LINES IN EXTERIOR WALLS. RUN TO FIXTURE THRU FLOOR WHEN BATH IS LOCATED ON EXTERIOR WALL.

GENERAL NOTES
1. REFER TO 1/4" SCALE TYPICAL UNIT DRAWINGS, SHEETS 2 OF 8 FOUNDATION AND BASEMENT PLANS, 3 OF 8 FIRST & SECOND FLOOR PLANS, FOR ADDITIONAL NOTES, DIMENSIONS, ETC., NOT SHOWN HERE.
2. ALL CONCRETE BLOCK WALLS ARE DIMENSIONED 7 5/8" THICK (ACTUAL BLOCK DIMENSION) UNLESS NOTED OTHERWISE.
3. OCCUPANCY GROUP - OBBC, R-3, RESIDENTIAL
4. CONSTRUCTION CLASSIFICATION, TYPE 5B, UNPROTECTED.

INDEX TO DRAWINGS
1E of 8 SIX FAMILY BUILDING PLAN w/ OPTIONAL GARAGES 1/8" SCALE
2 of 8 TYPICAL BASEMENT & FOUNDATION PLANS 1/4" SCALE
3 of 8 TYPICAL FIRST & SECOND FLOOR PLANS 1/4" SCALE
4E of 8 SIX FAMILY w/ GARAGES EXTERIOR ELEVATIONS 1/8" SCALE
5 of 8 TRANSVERSE & LONGITUDINAL SECTIONS
6 of 8 TYPICAL FIRST & SECOND FLOOR FRAMING PLANS
7R of 8 SIX FAMILY ROOF FRAMING PLAN
8A of 8 OPTION #1 - SINGLE CAR GARAGE
8B of 8 OPTION #2 - TWO CAR GARAGE
8C of 8 OPTION #3 - THIRD BEDROOM & ONE CAR GARAGE
8D of 8 OPTION #4 - THIRD BEDROOM & TWO CAR GARAGE
8E of 8 OPTION #5 - FINISHED BASEMENT
8F of 8 OPTION #6 - UNATTACHED TWO CAR GARAGE
8G of 8 OPTION #6 - UNATTACHED TWO CAR GARAGE

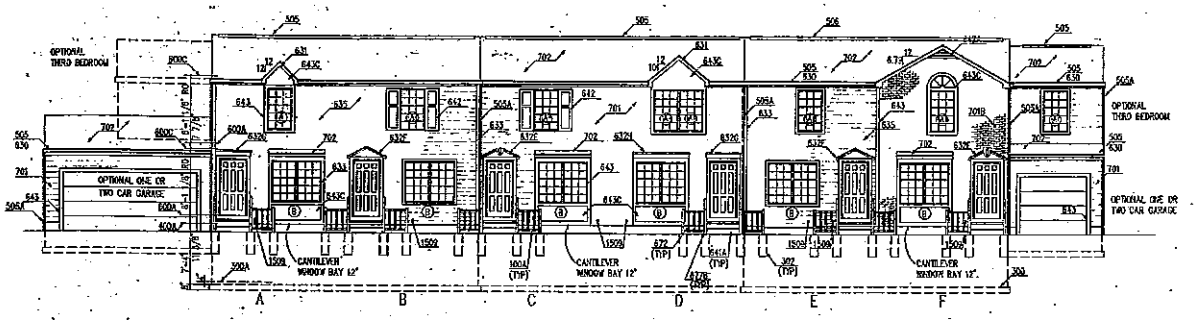
HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
8290 BUSCH BOULEVARD - SUITE 30 - COLUMBUS, OHIO 43229
614-888-3918

THE QUALSTAN CORPORATION

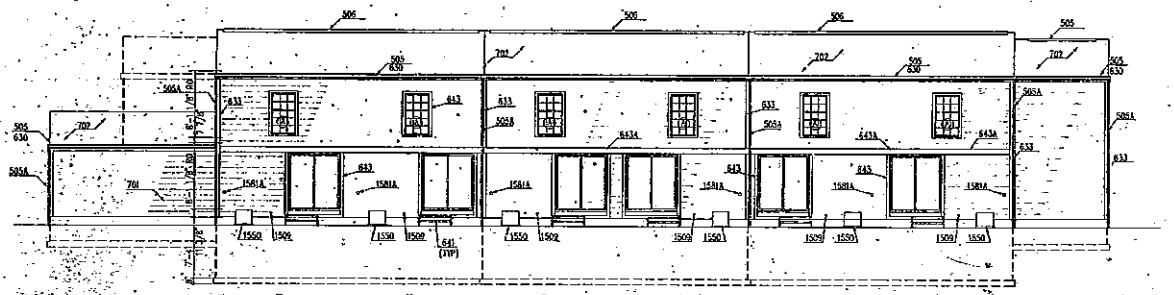
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TOWNHOUSE CONDOMINIUM

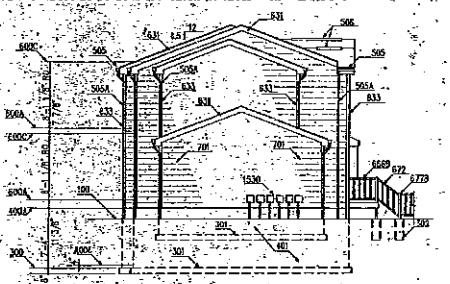
SIX FAMILY BLDG w/ OPT. GARAGE | 2 of 5



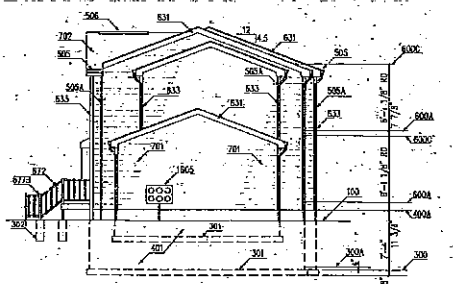
FRONT ELEVATION



REAR ELEVATION



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

DRAWING NOTES

DIVISION 1: GENERAL
100 FINISHED GRADE LINE
100A VERIFY EXTENT OF FENCING

DIVISION 3: CONCRETE
300 TOP OF CONC FTG
300A TOP OF CONC FLOOR
301 8"x16" CONT CONC FTG
302 CONC ENCASED FENCE POSTS

DIVISION 4: MASONRY
400A TOP OF CONC BLOCK
401 8" CONC BLOCK

DIVISION 5: METALS
505 5" OG ALUM GUTTER
505A 2 1/4" x 2 1/4" ALUM DOWNSPOUT
506 RIDGE VENT

DIVISION 6: WOOD & PLASTICS
600A TOP OF SUBFLOOR
600C TOP OF PLATE
630 1x8 & 1x10 LAMINATED FASCIA
630A FASCIA RETURN
631 1x3 WOOD RAKE
632E ACORN PEDIMENT - FYPON, INC #402, OR EQUAL
632F PEAKED PEDIMENT - FYPON, INC #104, OR EQUAL
632G CROSSHEAD TRIM - FYPON, INC #600, OR EQUAL
632H CROSSHEAD TRIM - FYPON, INC #150, OR EQUAL
633 1x6 WOOD CORNER BOARD
635 1x6 MORT. CEDAR SIDING
641 WOOD STEPS w/ BOLTS & BRACKETS, WOLM, OR EQUAL
641A WOOD PORCH w/ RAILING & STEPS, WOLM, OR EQUAL
642 VINYL WINDOW SHUTTERS
643A WOOD LOUVERS w/ SCREEN
643 1x6 WOOD TRIM
643A 1x8 WOOD BAND BOARD
643C 1/2" PLYWOOD PANEL - MDO FINISH w/ WOOD SPACES
643D 1x8 T&G CEDAR PANELBOARD
666B 2x6 WOOD RAILING
672 1 1/2" SQ. WOOD BALUSTERS SPACED 6" APART, WOLMANIZED OR EQUAL
677B 4x4 POSTS w/ 3" TERMINALS, WOLMANIZED OR EQUAL

DIVISION 7: MOISTURE PROTECTION
701 ALUMINUM SIDING
701B CEDAR SHINGLES
702 215# ROOF SHINGLES ON 15# FELT

DIVISION 15: MECHANICAL
1520 ROOF VENT
1530 GAS METERS
1550 A/C UNIT w/ CONC PAD
1561A FRESH AIR INLET FOR OPTIONAL FIREPLACE 36" ABOVE TOP OF BLOCK

DIVISION 16: ELECTRICAL
1605 ELECTRIC METERS

WINDOW SCHEDULE

ITEM	NOMINAL SIZE	ROUGH OPG	TYPE
A	3'-0"x5'-0"	3'-1"x5'-1"	SINGLE HUNG
B	2- 3'-0"x5'-0"	6'-1"x5'-1"	SINGLE HUNG

GENERAL NOTES:
1. THE SASH REQUIREMENTS IN BEDROOMS MUST MEET OBBC SECTION 809.4 EMERGENCY ESCAPE REQUIREMENTS
MAX SILL HGT = 44" AFF
MIN OPENING HGT = 24" AFF
MIN OPENING WIDTH = 20" AFF

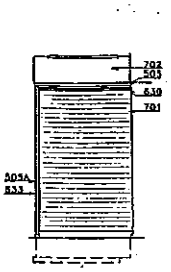
HASBROUCK ENGINEERING, INC.
CONSULTING ENGINEERS
6280 BUSCH BOULEVARD – SUITE 90 – COLUMBUS, OHIO 43229
614-848-5910

THE QUALSTAN CORPORATION

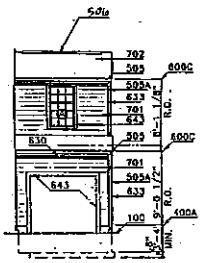
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TOWNHOUSE CONDOMINIUM

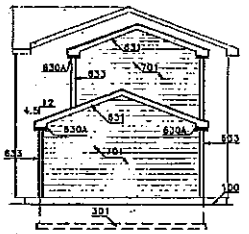
SIX FAMILY w/ OPT GARAGES
EXTERIOR ELEVATIONS



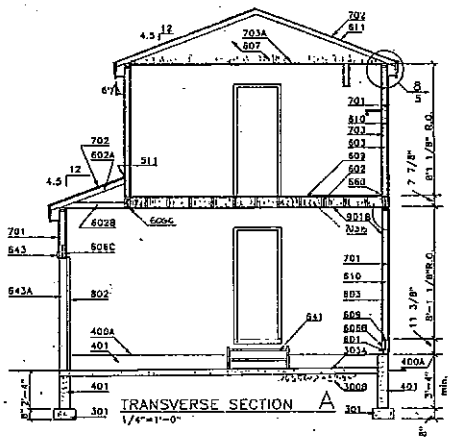
REAR ELEVATION
1/8"=1'-0"



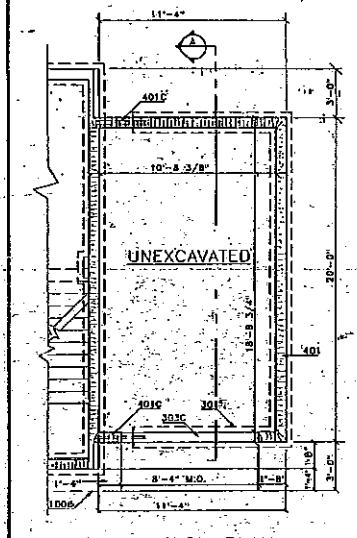
FRONT ELEVATION
1/8"=1'-0"



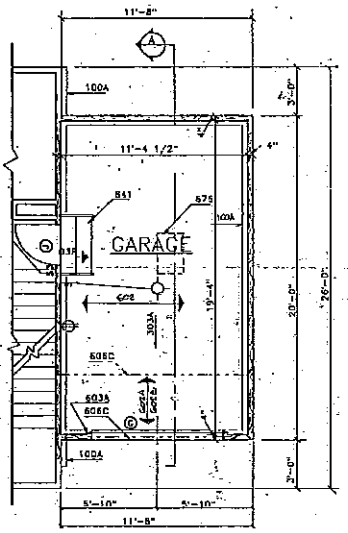
LEFT SIDE ELEVATION
1/8"=1'-0"



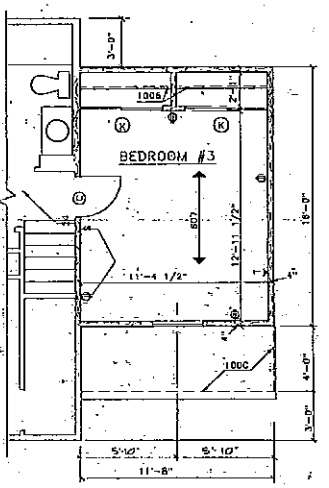
TRANSVERSE SECTION A
1/4"=1'-0"



FOUNDATION PLAN
1/4"=1'-0"



1ST FLOOR PLAN
1/4"=1'-0"



SECOND FLOOR PLAN
1/4"=1'-0"

BUILDING NOTES

DIVISION 1: GENERAL
100 Finished Grade
100A Line of Block Fdn. Below
100B Line of Floor Above
100C Line of Wall Below

DIVISION 2: CONCRETE
202A 6" Min Gravel Bill
203 3'x12" Cont. Conc. Footing
205A 4" Conc Slab - Slope To Ctr Door
206C Cont Top 2 Cnr 4 Pour Slab Fdn

DIVISION 4: MASONRY
400A Top of Foundation
401 8" Concrete Block
402C 2- 1"ø Bracket Concrete Lintels
407 Cont. Cohesion Joint & All Elsewhere Vapor Barrier Over 12" Soil Paper Over Vapor Cont. Around Fdn

DIVISION 5: METALS
500 5" O.G. Alum. Gutter
501A 2 1/2"H x 2 1/2"W Alum. Downspout
504 Alloy Post

DIVISION 6: WOOD & PLASTICS
600C Top of Plate
601 2- 2x4 on 1/2" Sill Sealer w/ Anchor Straps @ 48" OC
603 2x4 Stud @ 16" OC
603A 2x4 Stud Face Nailed to Opg to Rear Story
606B 2- 2x8 w/ 1/2" Filler
606C 2- 2x10 w/ 1/2" Filler
607 Pre-Engineered Wood Roof Trusses @ 24" OC
609 1/2"x8' Std Plywood Sheathing w/ Clips
610 1/2" Wall Sheathing
650 1x4 & 1x10 Laminated Panels
650A 1x4 & 1x10 Laminated Panels Return
671 1x8 Wood Base
673 1x6 Corner Board
675 Wood Steps (Dimensioned on Elv) w/ Brackets & Rails
683 1x6 Wood Trim
683A 1x6 Wood Trim
685 Wood Base
696 18"x 36" Attic Access Panel

DIVISION 7: MOISTURE PROTECTION
701 Alum. Siding
703 15lb Roof Shingles on 15# Felt
703A Installation D-11
703A Installation D-11, Provide Vent Baffles
703B Installation D-19

DIVISION 8: DOORS & WINDOWS
802 Overhead Garage Door

DIVISION 9: FINISHES
900B 1 Coat Pinnacle Cypress Wallboard on Ceiling & Walls, or as Shown Will be Roof Sheeting

DIVISION 10: SPECIALTIES
1002A Shelf & Rod (Closet Rail)

GENERAL NOTES
1. This garage is an option to Townhouse Condominium. Refer to Std Dwgs D-3 for door schedule & other details.
2. All concrete block walls are dimensioned 3 1/2" offset (actual) concrete block dimension) unless otherwise noted.

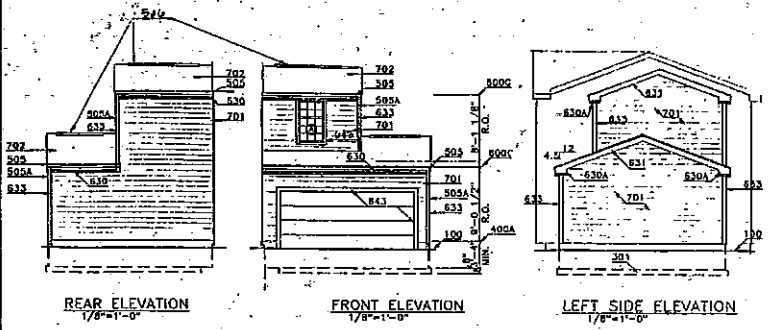
Hasbrouck Engineering Inc.
CONSULTING ENGINEERS
6250 Busch Boulevard - Suite 30 - Columbus, Ohio 43229
614-888-3918

THE QUALSTAN CORPORATION

SCALE: | APPROVED BY | DRAWN BY
DATE: 6/23/99

TOWNHOUSE CONDOMINIUM

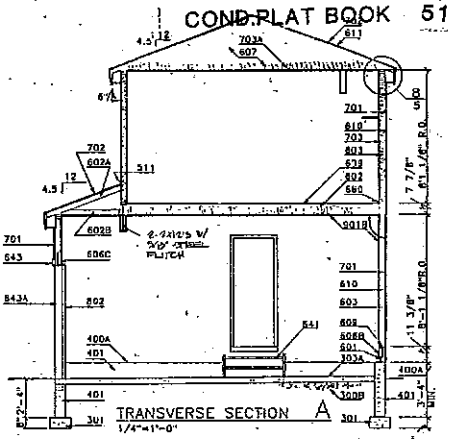
OPT. #3 - 3RD BEDROOM / ONE CAR GARAGE | DRAWING NUMBER 4 OF 5



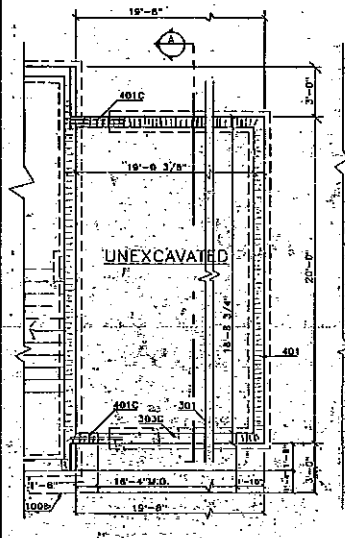
REAR ELEVATION
1/8"=1'-0"

FRONT ELEVATION
1/8"=1'-0"

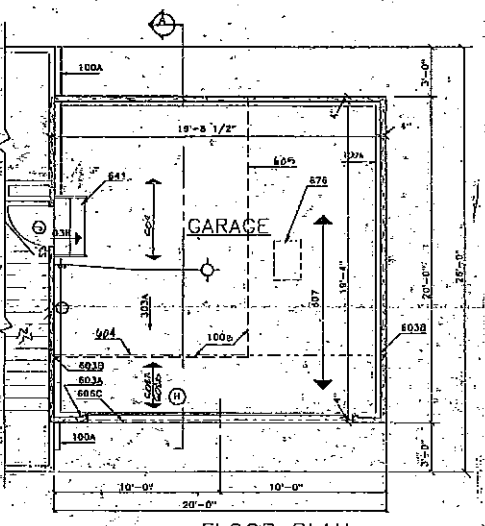
LEFT SIDE ELEVATION
1/8"=1'-0"



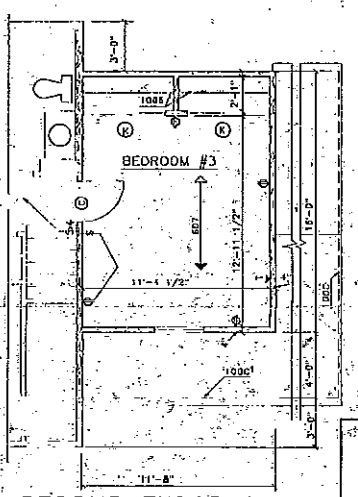
TRANSVERSE SECTION A
1/4"=1'-0"



FOUNDATION PLAN
1/4"=1'-0"



FLOOR PLAN
1/4"=1'-0"



SECOND FLOOR PLAN
1/4"=1'-0"

EXTERIOR NOTES

EXPOSURE 1: GENERAL
100 Finished Grade
100A Line of Block Fdn Below
100B Line of Floor Above
100C Line of Wall Below

EXPOSURE 2: CONCRETE
100A 4" Min Ground Fill
100B 3"thk" Conc. Floor, Trowling
100C 4" Conc Slab - Slope to CB Door
100C Cold Top 2 Ore 1 Floor Slab Pure

EXPOSURE 4: MASONRY
400A Top of Foundation
400 8" Concrete Block
400C 8" Thk" Precast Concrete Lintels

EXPOSURE 5: METALS
505 1" O.G. Alum. Gutter
505A 1 1/4" x 2 1/4" Alum. Downspout
506 Ridge Vent
511 Metal Flashing

EXPOSURE 6: WOOD & PLASTICS
600C Top of Plate
601 2 x 6in on 1/2" Sill Sealer w/ Anchor Straps @ 48" OC
603 2x6 Studs @ 16" OC
603A 2x6 Stud Each Side of Opg to Rem Above
604 2 - 1 3/4" x 14" Microlam Beam
605 2 - 2x6
606B 2 - 2x6 w/ 1/2" Filler
606C 2 - 2x12 w/ 1/2" Filler
607 Pre-Engineered Roof Roof Trusses @ 24" OC
609 1/2"x4' PSX Plywood Subfloor w/ Glue
610 1/2" Fall Sheathing
630 1x6 & 1x10 Contrasted Fascia
630A 1x6 & 1x10 Contrasted Fascia Letters
631 1x6 Band Rake
633 1x6 Corner Board
640 Roof Steps (Alternated or 4ft w/ Brackets & Rails
643 1x6 Roof Trim
643A 1x6 Roof Trim
650 .25" x 36" Attic Access Panel

EXPOSURE 7: MATERIAL PROTECTION
701 Alum. Siding
702 25lf Roof Shingles on 15# Felt
703 Installation 8-11
704A Installation 8-10, Provide Drip Baffles

EXPOSURE 8: DOORS & FLOORS
801 Overhead Garage Door

EXPOSURE 9: FINISHES
901A 1 Coat Primer& Sprayed Millboard on Foamm Walls & Ceiling, or on Gypsum Wall to Roof Sheeting

EXPOSURE 10: SPECIALTIES
1004 Shelf & Rod (Closet Rail)

GENERAL NOTES
1. This garage fit an option to Enclosure Condominium.
2. Refer to Sht Dwgs #1-2 for floor schedule & other details.
3. All concrete-block walls are dimensioned 7 5/8" thick (actual ceramic block dimension) unless otherwise noted.

Hasbrouck Engineering Inc.
CONSULTING ENGINEERS
6280 Busch Boulevard - Suite 30 - Columbus, Ohio 43229
614-888-3918

THE ALASTAN CORPORATION

SCALE:	APPROVED BY	DRAWN BY
DATE: 6/23/99		

Hickory Meadow - PA Area
TOWNHOUSE CONDOMINIUM

OPT. #4 - 3RD BEDROOM / ONE CAR GARAGE — DRAWING NUMBER 5 OF 5